

EXHIBIT 3.1 TO FORM 10

Amended and Restated Organization Certificate of Amalgamated Bank

RESTATED ORGANIZATION CERTIFICATE

OF

AMALGAMATED BANK

Under Section 8007 of the Banking Law

We, the undersigned, Keith Mestrich, President and Chief Executive Officer, and Deborah Silodor, Secretary, of Amalgamated Bank, do hereby certify that:

1. The name of the corporation is Amalgamated Bank. The name under which the corporation was originally formed was The Amalgamated Bank of New York.
2. The Organization Certificate of the corporation was filed by the Superintendent of Banks of the State of New York on March 12, 1923.
3. The Organization Certificate of the corporation, as heretofore amended, is hereby amended to reflect (i) (A) a decrease in the capital stock of the corporation from Twenty Nine Million Seven Hundred Thousand Dollars (\$29,700,000) to Seven Hundred and Eleven Thousand Dollars (\$711,000), representing the change of par value of each of the Class A common stock and the Class B common stock from \$10.00 par value per share to \$0.01 par value per share, (B) the addition of sixty seven million nine hundred thousand (67,900,000) shares of Class A common stock, (C) the retirement and elimination of the designation of the Series B preferred shares and (D) the addition of one million shares of preferred stock of the par value of \$0.01 per share, all of which is set forth in Article THIRD and (ii) the addition of Article EIGHTH which allows directors in a contested election to be elected by a plurality of the votes cast at a meeting of stockholders by the holders of shares entitled to vote in the election, or otherwise, if an uncontested election, allowing directors to be elected by a majority of the votes cast by the holders of shares of stock present in person or represented by proxy and entitled to vote on the election of directors at a meeting of stockholders at which a quorum is present, and, as so amended, the Organization Certificate of the corporation is hereby restated to read as herein set forth in full:

“ORGANIZATION CERTIFICATE

OF

AMALGAMATED BANK

FIRST. That the name by which such Bank is to be known is Amalgamated Bank.

SECOND. That the place where its business is to be transacted is 275 Seventh Avenue, in the Borough of Manhattan, in the City of New York.

THIRD. The total capital stock of the corporation is \$711,000, consisting of (i) 70,000,000 shares of Class A common stock of the par value of \$0.01 each and 100,000 shares of Class B common stock of the par value of \$0.01 each, and (ii) 1,000,000 shares of preferred stock of the par value of \$0.01 each that the Board is authorized, subject to limitations prescribed by law and this Article THIRD, to provide for the issuance of the shares of preferred stock in series, to fix the number of shares in any or all series of preferred stock to be issued and to fix any or all the designations, relative rights, preferences and limitations of any or all series of preferred stock. The relative rights, preferences and limitations of the shares of each class shall be as follows:

Common Stock

The holders of the shares of common stock (both Class A and Class B) shall receive dividends, pro rata, as funds are available for such dividends, after payment of required dividends, if any, to holders of any preferred stock as and when such dividends are declared by the Board of Directors of the corporation. The holders of the Class B common stock shall not have any voting powers, either general or special, except as otherwise provided by law. The holders of the shares of Class A common stock shall be entitled to vote in person or by proxy, appointed by an instrument in writing at any annual or special meeting of the stockholders of the corporation, each stockholder having one vote for each share of Class A common stock registered in his name on the books of the corporation, at the time of the closing of the transfer book for said meeting.

FOURTH. Unless otherwise set forth in an amendment to the Organization Certificate, no holder of any shares of capital stock in the corporation of any class or series whatsoever shall, because of such ownership of shares, have a preemptive or other right to purchase, subscribe for or take any part of any shares of capital stock in the corporation of any class or series whatsoever, whether now or hereafter authorized, or any part of the notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of capital stock in the corporation, issued, optioned or sold by the corporation at any time, whether issued for cash or other consideration, or by way of dividend or other distribution. Any part of the shares of capital stock authorized by this Organization Certificate, and any part of the notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase shares of capital stock in the corporation, may at any time be issued, optioned for sale and sold or disposed of by the corporation pursuant to resolution of its Board of Directors to such persons and upon such terms and conditions as may, to the Board, seem proper and advisable without first offering to existing holders of shares of capital stock in the corporation any part of the such capital stock or the notes, debentures, bonds or other securities convertible into or carrying options or warrants to purchase capital stock in the corporation to be issued, optioned or sold.

FIFTH. That the term of its existence shall be perpetual.

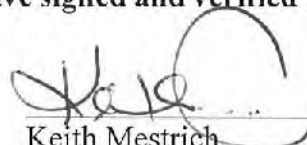
SIXTH. That the number of directors shall be not less than seven (7) nor more than twenty-one (21).

SEVENTH. That the corporation is to exercise the powers conferred by Section 100 of the Banking Law.

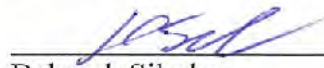
EIGHTH. At any meeting of stockholders at which directors are to be elected, except as provided in the next sentence with respect to contested elections, each nominee for election as a director shall be elected by a majority of the votes cast by the holders of shares of stock present in person or represented by proxy and entitled to vote on the election of directors at a meeting of stockholders at which a quorum is present. In a contested election of directors, directors shall be elected by a plurality of the votes cast by the holders of shares of stock present in person or represented by proxy and entitled to vote on the election of directors at a meeting of stockholders at which a quorum is present. For purposes of this Article, (i) an election of directors shall be considered contested if, as of the date that is fourteen (14) days in advance of the date the corporation files its definitive proxy statement (regardless of whether or not thereafter revised or supplemented) with the Federal Deposit Insurance Corporation, the number of valid nominees exceeds the number of directors to be elected and (ii) a majority of the votes cast means that the number of shares voted for a director must exceed the number of votes cast against that director excluding abstentions. Any director who receives a greater number of votes cast against than for shall be subject to any resignation policies that are adopted by the Board.”

4. This amendment and restatement of the Organization Certificate was approved by a majority of the Board of Directors of the corporation at a meeting held on May 4, 2018 and by sixty-six and two-thirds percent (66-2/3%) of all outstanding shares entitled to vote thereon at a meeting of stockholders of the corporation held on June 29, 2018.

IN WITNESS WHEREOF, we have signed and verified this Certificate as of this 29th day of June, 2018.



Keith Mestrich
President and Chief Executive Officer



Deborah Silodor
Secretary

EXHIBIT 3.2 TO FORM 10

By-Laws of Amalgamated Bank



BY-LAWS
OF
AMALGAMATED BANK

Amended and Restated
as of June 29, 2018.

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BY-LAWS
OF
AMALGAMATED BANK

ARTICLE I

LOCATION OF OFFICES AND CORPORATE SEAL

Section 1. Offices. The location of the principal office of Amalgamated Bank (the “Bank”) shall be 275 Seventh Avenue, in the Borough of Manhattan, in the City of New York, or such other location within the State of New York as the Board of Directors (the “Board”) may lawfully determine. The Board may from time to time and at any time establish other offices of the Bank or branches of its business at whatever location or locations within or without the United States of America as it may deem expedient and as permitted by law.

Section 2. Corporate Seal. The corporate seal of the Bank shall bear the name of the Bank and such other words, devices and inscriptions as the Board shall prescribe. The presence of the corporate seal on a written instrument purporting to be executed by authority of the Bank shall be evidence that the instrument was so executed.

(Impression)
(of)
(Seal)

ARTICLE II

STOCKHOLDERS

Section 1. Location of Stockholders’ Meetings. All meetings of the stockholders of the Bank shall be held at the principal office of the Bank or at such other location within or without the City of New York as may be fixed by the Board. If no location is so fixed, such meetings shall be held at the principal office of the Bank.

Section 2. Annual Stockholders’ Meetings. A meeting of stockholders shall be held annually for the election of directors and the transaction of other business during any of the first four months of each calendar year, but not later than thirteen months from the date of the previous annual meeting and not on a legal holiday. Such annual meeting shall be held in the City of New York.

Section 3. Special Stockholders’ Meeting.

(a) A special meeting of stockholders may be held for any purpose, unless otherwise proscribed by statute, and may be called by the Board, the Chair, any Vice Chair or the President, shall be called by the Chair whenever such a meeting is requested in writing by two-thirds of the

Board, and shall be called by the President whenever such a meeting is requested in writing by the holders of not less than two-thirds of the outstanding shares of the Bank entitled to vote at the meeting requested to be called. At any special meeting only such business may be transacted as is related to the purpose or purposes stated in the notice thereof.

(b) No stockholder may demand that the President call a special meeting of the stockholders unless a stockholder of record has first submitted a request in writing that the Board fix a record date (a “Demand Record Date”) for the purpose of determining the stockholders entitled to demand that the President call such special meeting, which request shall be in proper form and delivered to, or mailed and received by, the President at the principal executive offices of the Bank. To be in proper form for purposes of this Article II, Section 3, a request by a stockholder for the Board to fix a Demand Record Date shall set forth:

- i. As to each Requesting Person (as defined below), the Stockholder Information (as defined in Article II, Section 11(a)(ii)(a));
- ii. As to the purpose or purposes of the special meeting, (a) a reasonably brief description of the purpose or purposes of the special meeting and the business proposed to be conducted at the special meeting, the reasons for conducting such business at the special meeting and any interest in such business of each Requesting Person, and (b) a reasonably detailed description of all agreements, arrangements and understandings (x) between or among any of the Requesting Persons or (y) between or among any Requesting Person and any other person or entity (including their names) in connection with the request for the special meeting or the business proposed to be conducted at the special meeting; and
- iii. If directors are proposed to be elected at the special meeting, the Nominee Information (as defined in Article II, Section 11(a)(ii)(b)) and the director questionnaire (as required under Article II, Section 11(a)(ii)(d)) for each person whom a Requesting Person expects to nominate for election as a director at the special meeting.

For purposes of this Article II, Section 3, the term “Requesting Person” shall mean (1) the stockholder making the request to fix a Demand Record Date for the purpose of determining the stockholders entitled to demand that the President of the Bank call a special meeting, (2) the beneficial owner or beneficial owners, if different, on whose behalf such request is made, and (3) any affiliate or associate of such stockholder or beneficial owner.

(c) Within ten days after receipt of a request to fix a Demand Record Date in proper form and otherwise in compliance with this Article II, Section 3 from any stockholder of record, the Board may adopt a resolution fixing a Demand Record Date for the purpose of determining the stockholders entitled to demand that the President call a special meeting, which date shall not precede the date upon which the resolution fixing the Demand Record Date is adopted by the Board. If no resolution fixing a Demand Record Date has been adopted by the Board within the ten day period after the date on which such a request to fix a Demand Record Date was received, the Demand Record Date in respect thereof shall be deemed to be the twentieth day after the date on which such a request is received. Notwithstanding anything in this Article II, Section 3 to the

contrary, no Demand Record Date shall be fixed if the Chair of the Board determines that the demand or demands that would otherwise be submitted following such Demand Record Date could not comply with the requirements set forth in clauses (ii), (iv), (v) or (vi) of Article II, Section 3(e).

(d) Without qualification, a special meeting of the stockholders shall not be called pursuant to Article II, Section 3 unless stockholders of record as of the Demand Record Date who hold, in the aggregate, of not less than two-thirds of the outstanding shares of the Bank entitled to vote at the meeting requested to be called (the “Requisite Percentage”), timely provide one or more demands to call such special meeting in writing and in proper form to the President at the principal executive offices of the Bank. Only stockholders of record on the Demand Record Date shall be entitled to demand that the President call a special meeting of the stockholders pursuant to Article II, Section 3. To be timely, a stockholder’s demand to call a special meeting must be delivered to, or mailed and received at, the principal executive offices of the Bank not later than the sixtieth day following the Demand Record Date. To be in proper form for purposes of this Article II, Section 3, a demand to call a special meeting shall set forth (i) the business proposed to be conducted at the special meeting or the proposed election of directors at the special meeting, as the case may be, (ii) the text of the proposal or business (including the text of any resolutions proposed for consideration), if applicable, and (iii) with respect to any stockholder or stockholders submitting a demand to call a special meeting (except for any stockholder that has provided such demand in response to a solicitation made pursuant to, and in accordance with, Section 14(a) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) by way of a solicitation statement filed on Schedule 14A) (a “Solicited Stockholder”) the information required to be provided pursuant to this Article II, Section 3 of a Requesting Person. A stockholder may revoke a demand to call a special meeting by written revocation delivered to the President at any time prior to the special meeting. If any such revocation(s) are received by the President after the President’s receipt of written demands from the holders of the Requisite Percentage of stockholders, and as a result of such revocation(s), there no longer are unrevoked demands from the Requisite Percentage of stockholders to call a special meeting, the Board shall have the discretion to determine whether or not to proceed with the special meeting (any such special meeting of the stockholders that has been called may be canceled by resolution of the Board upon public notice given prior to the time previously scheduled for such special meeting of stockholders).

(e) The President shall not accept, and shall consider ineffective, a written demand from a stockholder to call a special meeting (i) that does not comply with this Article II, Section 3, (ii) that relates to an item of business to be transacted at such meeting that is not a proper subject for stockholder action under applicable law, (iii) that includes an item of business to be transacted at such meeting that did not appear on the written request that resulted in the determination of the Demand Record Date, (iv) that relates to an item of business (other than the election of directors) that is identical or substantially similar to an item of business (a “Similar Item”) for which a record date for notice of a stockholder meeting (other than the Demand Record Date) was previously fixed and such demand is delivered between the time beginning on the sixty-first day after such previous record date and ending on the one-year anniversary of such previous record date, (v) if a Similar Item will be submitted for stockholder approval at any stockholder meeting to be held on or before the ninetieth day after the President receives such demand, or (vi) if a Similar Item has been presented at the most recent annual meeting or at any special meeting held within one year prior to receipt by the President of such demand to call a special meeting.

(f) After receipt of demands in proper form and in accordance with this Article II, Section 3 from a stockholder or stockholders holding the Requisite Percentage, the Board shall direct the President of the Bank to duly call, and the Board shall determine the place, date and time of, a special meeting of stockholders for the purpose or purposes and to conduct the business specified in the demands received by the Bank. Notwithstanding anything in these By-laws to the contrary, the Board may submit its own proposal or proposals for consideration at such a special meeting. The record date for notice and voting for such a special meeting shall be fixed in accordance with Article II, Section 7 of these By-laws. The Board shall direct the Bank to provide written notice of such special meeting to the stockholders in accordance with Article II, Section 4.

(g) In connection with a special meeting called in accordance with this Article II, Section 3, the stockholder or stockholders (except for any Solicited Stockholder) who requested that the Board fix a record date for notice and voting for the special meeting in accordance with this Article II, Section 3 or who delivered a demand to call a special meeting to the President shall further update and supplement the information previously provided to the Bank in connection with such request or demand, if necessary, so that the information provided or required to be provided in such request or demand pursuant to this Article II, Section 3 shall be true and correct as of the record date for notice of the special meeting and as of the date that is ten business days prior to the special meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the President at the principal executive offices of the Bank not later than five business days after the record date for notice of the special meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight business days prior to the date for the special meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the special meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten business days prior to the special meeting or any adjournment or postponement thereof); provided, that this Article II, Section 3(g) shall not permit any such stockholder(s) to change any proposed business or nominee (or add any proposed business or nominee), as the case may be.

(h) Notwithstanding anything in these By-laws to the contrary, the President shall not be required to call a special meeting pursuant to this Article II, Section 3 except in accordance with this Article II, Section 3. If the Chair of the Board shall determine that any request to fix a record date for notice and voting for the special meeting or demand to call and hold a special meeting was not properly made in accordance with this Article II, Section 3, or shall determine that the stockholder or stockholders requesting that the Board fix such record date or submitting a demand to call the special meeting have not otherwise complied with this Article II, Section 3, then the Board shall not be required to fix such record date, the President shall not be required to call the special meeting and the Bank shall not be required to hold the special meeting. In addition to the requirements of this Article II, Section 3, each Requesting Person shall comply with all requirements of applicable law, including all requirements of the Exchange Act, with respect to any request to fix a record date for notice and voting for the special meeting or demand to call a special meeting.

Section 4. Notice of Stockholders' Meeting. Written notice of each meeting of stockholders shall be given at least ten, but no more than fifty, days prior to the date of such meeting. Such notice shall be signed by the President or by any other executive officer of the Bank so designated by the Board, and shall state the location, date, hour and purpose or purposes of the meeting and shall be mailed, postage prepaid, or personally delivered, to each stockholder entitled to vote at such meeting, at the address as it appears on the record of stockholders, or if a stockholder shall have filed with the Secretary a written request that notice be mailed to some other address, then directed to such stockholder at such other address.

Notice of a special meeting shall indicate that it is being issued by or at the direction of the person or persons calling or requesting the meeting. If at any meeting action is proposed to be taken which would, if taken, entitle objecting stockholders to receive payment for their shares, the notice shall include a statement of that purpose and to that effect.

Section 5. Stockholder Votes and Proxies. Each stockholder of record shall have one vote for each share of stock of the Bank with voting rights registered in his name on the books of the Bank as of the established record date. Stockholders shall have the right to vote in person or by proxy appointed by an instrument in writing, subscribed by such stockholder or his duly authorized agent, and bearing a date not more than eleven months prior to the stockholders' meeting. A stockholder or his agent or attorney in fact may appoint a proxy to vote or otherwise act for him, including giving waivers and consents, by signing an appointment form or by an electronic transmission of appointment. The electronic transmission must contain or be accompanied by sufficient information to determine that the transmission appointing the proxy is authorized. A proxy must have an effective date. If not dated by the person giving the proxy, the effective date of the proxy is the date on which it is received by the person appointed to serve as proxy, and that date must be noted by the appointee on the appointment form. An appointment of a proxy is effective when the appointment form or electronic transmission is received by the Secretary of the meeting or other officer or agent authorized to tabulate votes. Unless and until voted, every proxy shall be revocable at the pleasure of the person who executed it or his legal representative or assigns, except in such cases where an irrevocable proxy permitted under the New York Banking Law shall have been given. No director, officer, or employee of the Bank shall act as a proxy. The Secretary, with the assistance of such agents as may be designated by the Secretary, shall make all determinations of the validity of proxies presented and ballots cast.

Section 6. Quorum. The holders of a majority of shares issued, outstanding, and entitled to vote, present in person or by proxy at a duly constituted meeting of stockholders, shall constitute a quorum to transact business, including the election of directors, except where the vote of a higher percentage of the shares issued, outstanding and entitled to vote shall be required by the Organization Certificate or these By-laws, in which case such higher percentage shall be necessary to constitute a quorum with respect to the relevant matter. Once present, a quorum shall not be broken by the subsequent withdrawal of any stockholder and the concurring vote of a majority of the shares constituting a quorum shall be valid and binding, except as may be otherwise specifically provided by statute, the Organization Certificate or these By-laws.

Section 7. Record Date. For the purpose of determining the stockholders that are entitled to vote for the election of directors, to receive payment of a dividend or for any other purpose, the

Board may fix a record date, which record date shall be not less than ten days nor more than fifty days prior to the meeting, the payment of the dividend or the other action to be taken.

Section 8. Adjournment of Stockholders' Meetings. The stockholders present at a duly constituted meeting of stockholders may adjourn such meeting by a vote of the holders of a majority of the shares entitled to vote thereat and held by such holders, whether or not a quorum is present. No further notice of the adjourned meeting need be given to stockholders if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. If subsequent to adjournment, however, the Board fixes a new record date for the adjourned meeting, notice of such meeting and the record date shall be given to each stockholder of record. Any business may be transacted at the adjourned meeting that might have been transacted during the original meeting.

Section 9. Inspectors. In advance of any meeting of the stockholders, the Board may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the chair of the meeting may, and upon the request of any stockholder entitled to vote thereat shall, appoint one or more inspectors. Such inspectors shall sign an oath to faithfully execute with impartiality and in good faith the duties of inspector, which shall include determining the number of shares outstanding and the voting power of each, the shares represented at the meeting, the presence of a quorum, and the validity and effect of the proxies. Inspectors shall also receive votes, ballots, or consents, and hear and decide all challenges and questions arising from the voting process, count and tabulate all votes, determine the result of the votes and do such acts as are appropriate to conduct the election or vote in a fair manner. No director or officer of the Bank shall be eligible to act as an inspector at the election of directors.

Section 10. Action Without a Meeting. Any action required or permitted to be taken at a meeting of the stockholders may be taken without a meeting on written consent, setting forth the action so taken, signed by the holders of all outstanding shares entitled to vote thereon. Written consent of stockholders given in accordance with this provision shall have the same effect as a unanimous vote of stockholders.

Section. 11. Matters Considered at Stockholders Meetings.

(a) Annual Meetings of Stockholders

- i. Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders (A) pursuant to the Bank's notice of meeting, (B) by or at the direction of the Board or the Chair of the Board or (C) by any stockholder of the Bank who (1) was a stockholder of record at the time of giving of notice provided for in this Article II, Section 11 and at the time of the annual meeting, (2) is entitled to vote at the meeting and (3) complies with the notice procedures set forth in this Article II, Section 11 (including, without limitation, by providing any updates or supplements at the times and in the forms required by Article II, Section 11(a)(ii)(E)) as to such business or nomination. The foregoing clause (C) shall be the exclusive means for a stockholder to make nominations or submit other business (other than matters properly

brought under Rule 14a-8 under the Exchange Act and included in the Bank's notice of meeting) before an annual meeting of stockholders.

- ii. Without qualification, for any nominations or any other business to be properly brought before an annual meeting by a stockholder pursuant to Article II, Section 11(a)(i)(C), the stockholder must have given timely notice thereof in writing to the President of the Bank and such other business must otherwise be a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the President at the principal executive offices of the Bank not earlier than the close of business on the one hundred twentieth day and not later than the close of business on the ninetieth day prior to the first anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is more than thirty days before or more than sixty days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth day prior to the date of such annual meeting and not later than the close of business on the later of the ninetieth day prior to the date of such annual meeting or, if the first public announcement of the date of such annual meeting is less than one hundred days prior to the date of such annual meeting, then the tenth day following the day on which public announcement of the date of such meeting is first made by the Bank. In no event shall any adjournment or postponement of an annual meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

To be in proper form, a stockholder's notice (whether given pursuant to this Article II, Section 11(a)(ii) or Article II, Section 11(b)) to the President must:

- A. set forth, as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (1) the name and address of such stockholder, as they appear on the Bank's books, and of such beneficial owner, if any, (2) (i) the class or series and number of shares of the Bank which are, directly or indirectly, owned beneficially and of record by such stockholder and such beneficial owner, (ii) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Bank or with a value derived in whole or in part from the value of any class or series of shares of the Bank, whether or not such instrument or right shall be subject to settlement in the underlying class or series of capital stock of the Bank or otherwise (a "Derivative Instrument") directly or indirectly owned beneficially by such stockholder or such beneficial owner and any other direct or indirect opportunity to profit or share in any profit derived from any increase or decrease in the value of shares of the Bank, (iii) any proxy, contract, arrangement, understanding, or relationship pursuant to which such stockholder or such beneficial owner has a right to vote any shares of any security of the Bank, (iv) any short interest in any security of the Bank (for purposes of this Article II, Section

11(a)(ii) a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security), (v) any rights to dividends on the shares of the Bank owned beneficially by such stockholder or such beneficial owner that are separated or separable from the underlying shares of the Bank, (vi) any proportionate interest in shares of the Bank or Derivative Instruments held, directly or indirectly, by a general or limited partnership in which such stockholder or such beneficial owner is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, (vii) any performance-related fees (other than an asset-based fee) that such stockholder or such beneficial owner is entitled to based on any increase or decrease in the value of shares of the Bank or Derivative Instruments, if any, as of the date of such notice, including without limitation any such interests held by members of such stockholder's or such beneficial owner's immediate family sharing the same household (which information shall be supplemented by such stockholder and beneficial owner, if any, not later than ten days after the record date for the meeting to disclose such ownership as of the record date), (viii) any pending or threatened legal proceeding in which such stockholder or such beneficial owner is a party or participant involving the Bank or any of its officers or directors, or any affiliate of the Bank, (ix) any other material relationship between such stockholder or such beneficial owner, on the one hand, and the Bank, any affiliate of the Bank or any principal competitor of the Bank, on the other hand, and (x) to the extent known to such stockholder or such beneficial owner, the name(s) of any other stockholder(s) of the Bank (whether holders of record or beneficial owners) that support the business that the stockholder proposes to bring before the meeting or the nominees whom the stockholder proposes to nominate for election or reelection to the Board, as applicable, (3) a representation of such stockholder and such beneficial owner, if any, that such person (or a qualified representative thereof) intends to appear in person at the meeting, and (4) any other information relating to such stockholder and beneficial owner, if any, that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal and/or for the election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (the disclosures to be made pursuant to the foregoing clauses (1), (2), (3) and (4) are referred to herein as the "Stockholder Information");

B. if the notice relates to any business other than a nomination of a director or directors that the stockholder proposes to bring before the meeting in addition to the information required by Article II, Section 11(a)(ii)(A), set forth (1) a brief description of the business desired to be

brought before the meeting, the reasons for conducting such business at the meeting and any material interest of such stockholder and beneficial owner, if any, in such business and (2) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, and any other person or persons (including their names) in connection with the proposal of such business by such stockholder;

C. in addition to the information required by Article II, Section 11(a)(ii)(A), set forth, as to each person, if any, whom the stockholder proposes to nominate for election or reelection to the Board (1) all information relating to such person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder (including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected) and (2) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, between or among such stockholder and beneficial owner, if any, and their respective affiliates and associates, or others acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates and associates, or others acting in concert therewith, on the other hand, including, without limitation all information that would be required to be disclosed pursuant to Rule 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant (the disclosures to be made pursuant to the foregoing clauses (1) and (2) are referred to herein as the "Nominee Information");

D. with respect to each nominee for election or reelection to the Board, include a completed and signed questionnaire, representation and agreement required by Article II, Section 11(c). The Bank may require any proposed nominee to furnish such other information as may reasonably be required by the Bank to determine the eligibility of such proposed nominee to serve as an independent director of the Bank or that could be material to a reasonable stockholder's understanding of the independence, or lack thereof, of such nominee; and

E. a stockholder giving the notice shall update and supplement its notice, if necessary, so that the information provided or required to be provided in such notice pursuant to this Section 11(a)(ii) shall be true and

correct as of the record date for notice of the meeting and as of the date that is ten business days prior to the meeting or any adjournment or postponement thereof, and such update and supplement shall be delivered to, or mailed and received by, the President at the principal executive offices of the Bank not later than five business days after the record date for notice of the meeting (in the case of the update and supplement required to be made as of such record date), and not later than eight business days prior to the date for the meeting or, if practicable, any adjournment or postponement thereof (and, if not practicable, on the first practicable date prior to the date to which the meeting has been adjourned or postponed) (in the case of the update and supplement required to be made as of ten business days prior to the meeting or any adjournment or postponement thereof); provided, that this Article II, Section 11(a)(ii)(E) shall not permit any such stockholder(s) to change any proposed business or nominee (or add any proposed business or nominee), as the case may be.

- iii. Notwithstanding anything in the second sentence of Article II, Section 11(a)(ii) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting of stockholders is increased and there is no public announcement by the Bank naming all of the nominees for director or specifying the size of the increased Board at least one hundred days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Article II, Section 11(a) shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the President at the principal executive offices of the Bank not later than the close of business on the tenth day following the day on which such public announcement is first made by the Bank.

(b) Special Meetings of Stockholders.

- i. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Bank's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Bank's notice of meeting (A) by or at the direction of the Board, or (B) provided that the Board has determined that directors shall be elected at such meeting, by any stockholder of the Bank who (1) is a stockholder of record at the time of giving of notice provided for in this Article II, Section 11(b) and at the time of the special meeting, (2) is entitled to vote at the meeting, and (3) complies with the notice procedures set forth in this Article II, Section 11(b) as to such nomination (including, without limitation, by providing all information required to be provided with respect to such nominating stockholder, including, without limitation, by providing any updates or supplements at the times and in the forms required by Article II, Section 11(a)(ii)(E)). In the event the Bank calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Bank's notice of

meeting, if the stockholder's notice (in proper form) required by Article II, Section 11(a)(ii) with respect to any nomination (including, without limitation, the completed and signed questionnaire, representation and agreement required by Article II, Section 11(c) and the information with respect to such nominating stockholder required by Article II, Section 11(a)(ii)) shall be delivered to the Secretary at the principal executive offices of the Bank not earlier than the close of business on the one hundred twentieth day prior to the date of such special meeting and not later than the close of business on the later of the ninetieth day prior to the date of such special meeting or, if the first public announcement of the date of such special meeting is less than one hundred days prior to the date of such special meeting, then the tenth day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall any adjournment or postponement of a special meeting or the announcement thereof commence a new time period for the giving of a stockholder's notice as described above.

(c) Submission of Questionnaire, Representation and Agreement.

- i. To be eligible to be a nominee of a stockholder of the Bank for election or reelection as a director of the Bank, a person must deliver (in accordance with the time periods prescribed for delivery of notice under this Article II, Section 11) to the Secretary at the principal executive office of the Bank a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary upon written request) and a written representation and agreement (in the form provided by the Secretary upon written request) that such person: (A) is not and will not become a party to (1) any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Bank, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Bank or (2) any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Bank, with such person's fiduciary duties under applicable law, (B) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the Bank with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director that has not been disclosed therein, and (C) in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, would be in compliance, if elected as a director of the Bank, and will comply with all applicable publicly disclosed corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Bank.

(d) General.

- i. Only such persons who are nominated in accordance with the procedures set forth in this Article II, Section 11 shall be eligible to serve as directors and only such business

shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Article II, Section 11. Except as otherwise provided by law, the Organization Certificate or these By-laws, the chair of the meeting shall have the power to determine all matters relating to the conduct of the meeting, including, but not limited to, determining whether a nomination or any business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Article II, Section 11 and, if any proposed nomination or business is not in compliance with this Article II, Section 11, to declare that such defective proposal or nomination shall be disregarded.

- ii. For purposes of this Article II, Section 11, a “public announcement” shall mean disclosure in a press release reported by a national news service or in a document publicly filed by the Bank with the Federal Deposit Insurance Corporation pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.
- iii. Notwithstanding the foregoing provisions of this Article II, Section 11, all director nominations are subject to any required regulatory approval(s), and a proposed director will not be entitled to vote on any matter or otherwise take any action in the capacity of a director until all required regulatory approvals, if any, have been obtained. In addition, notwithstanding the foregoing provisions of this Article II, Section 11, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Article II, Section 11; provided, however, that any references in these By-laws to the Exchange Act or the rules promulgated thereunder are not intended to and shall not limit the requirements applicable to nominations or proposals as to any other business to be considered pursuant to Article II, Section 11(a)(i)(C) or Article II, Section 11(b). Nothing in Article II, Section 11 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Bank’s proxy statement pursuant to Rule 14a-8 under the Exchange Act.
- iv. Unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Bank to present the nomination or proposal in compliance with the stockholder’s representation required by Article II, Section 11(a)(ii)(A)(3), such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Bank. For purposes hereof, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing complying with Article II, Section 5 to act for such stockholder as proxy at the meeting of stockholders, and such person must produce such writing, or a reliable reproduction thereof, at the meeting of stockholders.

ARTICLE III

DIRECTORS

Section 1. Powers of the Board. The Board shall have the power to manage and administer the business and affairs of the Bank. Except as expressly limited by law, these By-laws, or the Organization Certificate, all corporate powers of the Bank shall be vested in and may be exercised by said Board.

Section 2. Election, Number of Directors and Declassification. The entire number of directors constituting the Board shall be the number, not less than seven nor more than twenty-one, fixed from time to time by a majority of the entire Board prior to any increase or decrease, provided, however, that no decrease shall shorten the term of any incumbent director. The term "entire Board" refers to the total number of directors which the Board is authorized to have without regard to vacancies. No more than one-third of the directors shall be officers or employees of the Bank. Any reduction in the number of directors shall be reported to the New York Superintendent of Banks within ten days after such occurrence, as shall any vacancy on the Board, including newly created but unfilled directorships resulting from an increase by the Board in the number of directors.

Section 3. Board Vacancies: Resignation and Removal of Directors. Any director may resign from the Board or from any committee thereof at any time upon written notice to the Board, the Chair, any Vice Chair or the President. Unless otherwise specified in the notice of resignation, such resignation shall take effect upon receipt of notice thereof. The acceptance of a resignation shall not be necessary to render it effective. Any one or more of the directors may be removed from the Board for cause by a majority vote of the stockholders or the Board. All vacancies in the office of director not exceeding one-third of the entire Board may be filled by the vote of a majority of the incumbent directors. All vacancies exceeding one-third of the entire Board shall be filled by the vote of a majority of stockholders entitled to vote thereon.

Section 4. Oath. Upon notification of election or reelection, each director-elect shall execute and transmit to the Superintendent of Banks an oath that he or she will diligently and honestly administer the affairs of the Bank, and will not knowingly violate or willingly permit to be violated, any of the provisions of law applicable to the Bank. Such oath shall be certified by an officer authorized by law to administer oaths.

Section 5. Annual Meetings of the Board. An annual meeting of the Board shall be held at any place within or without this state as may be fixed by the Board, and at any time within twenty-five days following the annual meeting of stockholders.

Section 6. Regular and Special Meetings. Regular and special meetings of the Board may be held at any place within or without this state, unless otherwise provided by these By-laws. To the extent permitted by New York law, the Board shall hold a regular monthly meeting at least six times each year, provided, however, that during any three consecutive calendar months the Board shall meet at least once. If the Board does not satisfy the requirements of New York law entitling the Bank to hold Board meetings as described in the immediately preceding sentence, the Board shall hold a regular monthly meeting at least ten times each year, provided, however, that during

any three consecutive calendar months the Board shall meet at least twice. Special meetings of the Board shall be held upon the oral or written request of the President, Chair, Vice Chair or one-third or more of the entire Board. The Chair of the Board shall preside at all meetings of the Board. In the Chair's absence, the Vice Chair, or, if the Vice Chair is absent or no Vice Chair has been appointed, the President shall preside at meetings of the Board, including annual meetings.

Section 7. Notice of Annual, Regular and Special Board Meetings. The time and place of annual, regular and special Board meetings shall be fixed by the Board and notice thereof shall be given to each director as soon as practicable thereafter, and in any event at least two business days prior to the meeting. Notice of a meeting of the Board need not be given to any director who submits a signed waiver of notice, whether before or after the meeting as to which such waiver relates, or who attends such meeting without protesting, prior thereto or at its commencement, the lack of notice to him.

Section 8. Chair of the Board. The Chair of the Board shall be selected from among the members of the Board and shall preside at all meetings of the Board, except where otherwise provided by these By-laws. The Chair shall perform all duties as may be prescribed by law, the Board or these By-laws.

Section 9. Vice Chair of the Board. A Vice Chair of the Board may be selected from among the members of the Board. The Vice Chair, if appointed, shall perform all duties as may be assigned to him or her by the Chair of the Board or as prescribed by law, the Board or these By-laws.

Section 10. Quorum: Action of the Board. While the Investors Rights Agreement, dated April 11, 2012, by and among the Bank, WLR Recovery Fund IV, L.P., WLR IV Parallel ESC, L.P., WLR Recovery Fund V, L.P., Yucaipa Corporate Initiatives Fund II, L.P., Yucaipa Corporate Initiatives (Parallel) Fund II, L.P. and each of the Key Holders (as such term is defined in such agreement) (the "2012 Investor Rights Agreement") is in effect, sixty percent of the entire Board shall constitute a quorum thereof, which shall be necessary to transact any and all business by the Board, and except where otherwise provided by law or these By-laws, the affirmative vote of at least a majority of the entire Board at a meeting, if a quorum is then present at such meeting, shall be an act of the Board. However, upon the termination of the 2012 Investor Rights Agreement, a majority of the entire Board shall constitute a quorum thereof, which shall be necessary to transact any and all business by the Board, and except where otherwise provided by law or these By-laws, the affirmative vote of at least a majority of the entire Board at a meeting, if a quorum is then present at such meeting, shall be an act of the Board.

Section 11. Adjournment of Board Meetings. A majority of the directors present, whether or not a quorum is present at a duly constituted meeting thereof, may adjourn any meeting of the Board to another time and place. Notice of any adjournment of any meeting of the Board to another time or place shall be given to the directors who were not present at the time of the adjournment and, unless such time and place are announced at the meeting, to the other directors.

Section 12. Action Without Meeting. To the extent permitted by applicable law, any action required or permitted to be taken at a meeting of the Board or any committee thereof may be taken by directors without a meeting if all of the members of the Board or any committee thereof consent in writing. Written consent of the directors given in accordance with this provision shall have the

same effect as a unanimous vote of the entire Board. Such writing shall be filed with the minutes of the proceedings of the Board or committee thereof.

Section 13. Minutes. The Board shall ensure that the minutes of its proceedings and any reports to the Board delivered by any state or federal banking agency regarding the condition and operations of the Bank are recorded.

Section 14. Compensation for Directors. The Board shall have authority to fix reasonable compensation for each director.

Section 15. Committees. The Board by resolution adopted by a majority of the entire Board shall designate from among its members an Executive Committee of the Board. The Board may also appoint or provide for such other committees consisting of directors, officers, or other persons having such powers and functions in the management of the Bank as may be provided by the Board. All committee members shall be appointed by the affirmative vote of a majority of the Board and shall have such powers and functions in the management of the Bank as may be expressly provided in these By-laws, by the Board or by statute.

Section 16. Presence at Meeting by Telephone. Members of the Board or any committee thereof may participate in a meeting of the Board or any committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting by such means shall constitute presence in person at such meeting.

Section 17. Actions Requiring Board or Board and Stockholder Approval. While the 2012 Investors Rights Agreement is in effect, none of the actions listed in Section 5.1 or 5.2 of the 2012 Investor Rights Agreement shall be taken unless such action has been approved, consented to, or waived as provided therein.

Section 18. Supermajority Approval for Termination of Pension Plan. Any decision by the Board to withdraw, in a complete or partial withdrawal, from the Consolidated Retirement Fund (the "CRF"), or to amend its participation in the CRF in a manner materially detrimental to its participants, shall require approval by not less than two thirds of the disinterested Board members with such vote to be held at a Board meeting at which all Board members are given notice and an opportunity to participate in the discussion. In making such decision, the directors shall take into account each of the factors set forth in Section 7015(2) of the New York Banking Law and that the Bank is committed, as part of its mission and marketing efforts, to progressive pay policies for its employees.

ARTICLE IV

EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS

Section 1. Composition of Executive Committee. There shall be an Executive Committee of the Board, consisting of at least five directors. The Chair of the Board shall be the Chair of the Executive Committee or, in his or her absence, the Vice Chair of the Board, if a Vice Chair has been appointed, shall be the Chair of the Executive Committee.

Section 2. Meetings: Quorum. The Executive Committee shall meet at least once in each thirty day period during which the Board does not meet, and may meet at any other time upon oral or written notice to all members by any member of the Committee. A majority of the total number of members of the Executive Committee shall constitute a quorum thereof, which shall be necessary for the transaction of any business by the Committee. The affirmative vote of a majority of the members of the Executive Committee present at a meeting thereof shall be required for the Executive Committee to act. The Committee shall keep minutes of its meetings.

Section 3. Powers. Except as prohibited by law and these By-laws, the Executive Committee shall have the authority to act for the entire Board. The Executive Committee shall not be authorized to declare dividends, approve issuances of stock, elect directors to fill vacancies on the Board or on any committee established by the Board, fix directors' compensation, elect the Chair or Vice Chair of the Board or the President, submit to stockholders any action that requires stockholder approval, amend or repeal these By-laws or adopt new By-laws, amend or repeal any resolution of the Board which by its terms shall not be amended or repealed without the approval of the entire Board or take any other action not authorized by law or these By-laws.

Section 4. Vacancies. Vacancies on the Executive Committee shall be filled by the Board at any regular meeting of the Board or at a special meeting called for such purpose.

ARTICLE V

COMMITTEES OF DIRECTORS

Section 1. Designation of Committees. The Board, by resolution or resolutions adopted by a majority of the entire Board, may designate from among its members any other committee, each consisting of one or more directors, and may designate one or more directors as alternate members of any such committee, who may replace any absent or disqualified member or members at any meeting of such committee. Each other committee so designated shall have such name as may be provided from time to time in the resolution or resolutions, shall serve at the pleasure of the Board and shall have, to the extent provided in such resolution or resolutions, all the authority of the Board except as otherwise provided by law.

Section 2. Independent Nominee Selection Committee. While the 2012 Investors Rights Agreement is in effect, there shall be an Independent Nominee Selection Committee of the Board. The purpose of the Independent Nominee Selection Committee shall be to designate the Independent Nominees (as defined in the 2012 Investor Rights Agreement) pursuant to Section 2.2(b)(iv) of the 2012 Investor Rights Agreement. The Independent Nominee Selection Committee shall be comprised as set forth in Section 2.2(b)(iv) of the 2012 Investor Rights Agreement.

Section 3. Meetings and Quorum of Independent Nominee Selection Committee. The Independent Nominee Selection Committee shall meet at least once annually and at any other time upon written or oral request of any member of the Independent Nominee Selection Committee. A quorum consisting of a majority of the members of the entire Independent Nominee Selection Committee must be present for the purpose of transacting any business of the Independent Nominee Selection Committee. The Independent Nominee Selection Committee shall keep minutes of its meetings.

Section 4. Vacancies of Independent Nominee Selection Committee. Vacancies in the membership of the Independent Nominee Selection Committee shall be filled by the Board at any regular meeting of the Board or at a special meeting called for such purpose.

ARTICLE VI

OFFICERS

Section 1. General; Functions and Duties. The Board, at its annual meeting, shall elect officers, including a Chair of the Board, a President, Chief Financial Officer, Secretary one or more Vice Presidents and such other officers as the Board from time to time may designate. The Board from time to time may fill vacancies in the office of any officer so elected, and may elect or appoint such other officers as the Board may determine. All such officers shall serve for such terms, exercise such powers, and perform such duties as shall be specified from time to time by resolution of the Board. Any two or more offices may be held by the same person, except that the same person may not hold concurrently the offices of President and Secretary. All officers shall have such authority and perform such duties in the management of the Bank as may be provided in these By-laws and as are necessarily incidental to the particular office. In addition to the powers hereinafter prescribed for certain officers, the Board may from time to time impose or confer upon any officer such additional powers and duties as the Board may see fit, and the Board from time to time may impose or confer any or all of the powers and duties hereinafter prescribed for any officer upon any other officer, except that the same person may not concurrently exercise the duties of President and Secretary.

Section 2. Appointment, Term and Removal. Unless otherwise provided in the resolution of the Board electing an officer or unless such officer sooner resigns, becomes disqualified, or is removed by the Board, the term of office of each officer shall extend to and expire at the meeting of the Board following the next annual meeting of stockholders. The Board may, with or without cause, suspend the authority of, or remove, any officer elected by the Board and demand from any officer at any time the inspection of any property of the Bank, including all books, documents, records or papers relating to the business of the Bank. The Board may delegate to any committee or officer the power to appoint and remove any subordinate officer or agent. Any suspension or removal shall be reported to the Board at the next regular meeting. Removal of an officer without cause shall be without prejudice to his contract rights, if any, and the election or appointment of an officer shall not of itself create contract rights.

Section 3. President. The President shall be the chief executive officer of the Bank. He shall perform all duties prescribed by law, the Board and these By-laws, including presiding at all stockholder meetings and conducting the general supervision of the affairs and business of the Bank and the management thereof; and prescribing those duties to be performed by other officers and employees of the Bank that are not prescribed by these By-laws or by resolution of the Board. The President shall also perform all duties incident to such office, subject to the control of the Board, and such other duties as may from time to time be assigned by the Board.

Section 4. Vice Presidents. Vice Presidents (which term shall include Executive Vice President, Senior Vice President, First Vice President and Assistant Vice President) shall perform such duties as from time to time may be assigned to them by the President or by the Board. In the

absence or disability of the President, the most senior Vice President, in order of rank as fixed by the Board, shall perform all duties of the President.

Section 5. Chief Financial Officer. The Chief Financial Officer shall have charge of the accounting system of the Bank and of the funds, receipts and disbursements of the Bank. He shall be the custodian of all securities, notes and other evidences of indebtedness belonging to the Bank and shall have the authority to sign drafts, checks, notes, certificates of deposit and receipts for money delivered, and to perform all ordinary business transactions of the Bank and all other duties incident to his office, subject to the control of the Board, the Chair and the President, and such other duties as from time to time may be assigned to him by the Chair, the Board or the President.

Section 6. Secretary. The Secretary shall attend all meetings of the Board, the stockholders and, when requested, the standing committees, and record all votes and the minutes of all such proceedings in a book or books maintained for that purpose at the principal office of the Bank. The Secretary shall act as the transfer agent for shares of the Bank's stock. The Secretary shall be the custodian of the seal of the Bank and of all books and records of the Bank, including complete and current books and records containing the names and addresses of all stockholders, the number and class of shares held by each and the dates when each became the record owner thereof. The Secretary shall cause all notices required to be given by the Bank in accordance with these By-laws or as required by law to be given and served, and in general shall perform all duties incident to the office of Secretary, subject to the control of the Chair, the President, and the Board, and such other duties as from time to time may be assigned to him by the Chair, the Board or the President.

Section 7. Compensation. The compensation of the officers shall be fixed from time to time by the Board and no officer shall be prevented from receiving compensation in his capacity as an officer by reason of the fact that he is also a director of the Bank.

ARTICLE VII

INDEMNIFICATION

Section 1. Indemnification. The Bank shall, to the fullest extent permitted by applicable law as now or hereafter in effect, indemnify each person made or threatened to be made a party to any action or proceeding, whether civil or criminal, by reason of the fact that such person or such persons' testator or intestate is or was a director, officer or employee of the Bank, or serves or served at the request of the Bank any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, penalties, amounts paid in settlement and reasonable expenses, including attorneys' fees, incurred in connection with such action or proceeding, or any appeal therein.

The Bank may advance to any person entitled to indemnification hereunder all expenses, including attorneys' fees, reasonably incurred in defending any action or proceeding in advance of the final disposition thereof upon receipt of an undertaking by or on behalf of such person (i) to repay such amount in full if such person is ultimately found not to be entitled to indemnification and (ii) to repay such amount in part to the extent that the expenses so advanced exceeded the amount to which such person was entitled to be indemnified.

Nothing herein shall limit or affect any right of any person hereunder to indemnification of expenses, including attorneys' fees, under any statute, rule, regulation, certificate of incorporation, by-law, insurance policy, contract or otherwise.

The indemnification of any person provided by this by-law shall continue after such person has ceased to be a director, officer or employee of the Bank or other enterprise referred to above and shall inure to the benefit of such person's heirs, executors, administrators and legal representatives. No elimination of or amendment to this by-law shall deprive any person of his rights hereunder arising out of alleged or actual occurrences, acts or failures to act existing prior to such elimination or amendment.

The Bank shall provide notice of any payments or advances made or proposed to be made under this Article VI to the Superintendent of Banks and to the stockholders of the Bank as required by the New York Banking Law.

The Bank is authorized to enter into one or more agreements providing for the indemnification and advancement of expenses of directors.

ARTICLE VIII

SURETY BOND

Section 1. Bond. The Bank shall be secured by a blanket bond or bonds in the sum of at least \$15 million covering all officers and employees of the Bank.

ARTICLE IX

EXECUTION OF INSTRUMENTS

Section 1. Authorized Signatures. The Board shall annually review and approve the signature authorization policy of the Bank and the designated person or persons having authority to sign checks, drafts notes, bonds, acceptances, deeds, leases, contracts, certificates of stock and all other instruments on behalf of the Bank. The Executive Committee shall make any interim changes to signing authority as it shall deem necessary. All written documents that must be executed under the seal of the Bank shall be signed by any two officers designated by the Board.

ARTICLE X

CERTIFICATES AND TRANSFERS OF STOCK

Section 1. Transfer of Stock. Transfers of shares of stock of the Bank shall be made only on the books of the Bank by the holder thereof, or by his attorney thereunto authorized by a power of attorney duly executed and filed with the Secretary of the Bank and on surrender of the certificate or certificates of such shares. Every certificate surrendered to the Bank shall be marked "cancelled" with the date of cancellation, and no new certificate shall be issued in exchange therefor until the old certificate has been surrendered and cancelled or until the holder thereof has provided the Bank with an affidavit of loss and an indemnity in a form satisfactory to the Bank. A holder of record of shares of the Bank's stock shall be deemed the owner thereof, and no transfer of stock shall be

valid as against the Bank, its stockholders and creditors for any purpose, except as required by law, until such transfer shall have been entered in the records of the Bank.

Section 2. Certificates. The shares of stock of the Bank shall be represented by certificates in such form as shall be approved by the Board, but not inconsistent with the Organization Certificate, these By-laws or applicable law, or shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock, or a combination of both. If the shares are represented by certificates, such certificates shall be numbered in the order of issuance, and each certificate shall bear on its face the number of the certificate, the date of its issuance, the number of shares represented, the person or entity to whom the certificate is issued, the name of the Bank and the total amount of the authorized capital stock of the class or series represented by such certificate.

Each certificate representing stock of the Bank shall have endorsed thereon a legend substantially to the following effect:

- (i) On the reverse of each stock certificate shall appear the following:

The shares represented by this certificate are not insured or guaranteed by the Federal Deposit Insurance Corporation.

The shares represented by this certificate are subject to the provisions of the organization certificate of the Bank, as amended (the "Organization Certificate"), a copy of which is on file at the office of the Superintendent of Banks of the State of New York and at the principal office of the Bank, and the By-laws of the Bank, as amended (the "By-laws"), a copy of which is on file at the principal office of the Bank. The Organization Certificate sets forth a full statement of the designation, relative rights, preferences and limitations of the shares of each class authorized to be issued. The Bank will furnish a copy of the Organization Certificate and By-laws without charge to each registered holder of stock who so requests. No dividends of any amount are guaranteed by the Bank.

Section 3. Execution. All certificates of stock shall bear the corporate seal of the Bank and shall be signed by the Chair of the Board, any Vice Chair or the President and by the Secretary or the Assistant Secretary. The signatures shall be manual and the corporate seal may be either manual or a printed facsimile thereof.

Section 4. Lost, Stolen or Destroyed Certificates of Stock. In case of the loss, theft or destruction of a certificate of stock, a new certificate may be issued upon such terms as the Board prescribes subsequent to the Bank's receipt of the certificate owner's affidavit of facts asserting loss or destruction of such certificate. When authorizing issuance of a new certificate, the Board, in its discretion and as a condition precedent to the issuance thereof, may require the owner of the lost, stolen or destroyed certificate, or his legal representative, to give the Bank a bond in such amount as the Board shall direct as indemnity against any claim that may be made against the Bank, any transfer agent or any registrar on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE XI

AMENDMENTS

Section 1. Amendments to By-laws. Except for amending Article III, Section 18, which shall require a vote of two-thirds of the entire Board, the By-laws may be amended or repealed by a vote of the holders of a majority of all outstanding shares entitled to vote thereon or by a vote of a majority of the entire Board.

If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of stockholders for election of directors the by-law so adopted, amended or repealed, together with a concise statement of the changes made.

Section 2. Amendments to Organization Certificate. Amendment of the Organization Certificate shall be authorized by vote of the holders of a majority of all outstanding shares entitled to vote thereon.

ARTICLE XII

AUDIT

Section 1. Audit. The fiscal year of the Bank shall commence on the first day of January in every year. At least once in every fiscal year there shall be an audit of the books and accounts of the Bank, and of any corporations a majority of the stock of which the Bank shall own and any partnerships of which any such corporation is a general partner, by independent public accountants of recognized standing to be designated by the Board.

ARTICLE XIII

MISCELLANEOUS

Section 1. Books. There shall be kept at the principal office of the Bank correct books of account of the business and transactions of the Bank, a copy of these By-laws and the stock record book of the Bank.

Section 2. Dividends. The Board may in its sole discretion to the extent permitted by law declare and pay dividends upon the Bank's stock out of net profits from time to time, but no more frequently than quarterly. No dividends shall be declared, credited or paid so long as there is any impairment of capital stock.

EXHIBIT 4.1 TO FORM 10

Specimen Stock Certificate of Amalgamated Bank's Class A Common Stock

NUMBER
* ____ *



SHARES
* ____ *

AUTHORIZED CAPITAL STOCK
70,000,000 SHARES OF CLASS A COMMON STOCK \$0.01 PAR VALUE

CUSIP 022663108

Transfer of this stock is restricted in accordance with
conditions printed on the reverse of this certificate.

THIS CERTIFIES THAT _____
is the owner of _____

FULLY PAID AND NON-ASSESSABLE SHARES OF
CLASS A COMMON STOCK, \$0.00 PAR VALUE, OF

AMALGAMATED BANK

A New York Non-Member Commercial Bank and Chartered Trust Company

(hereinafter called the "Bank"). The shares represented by this certificate are transferable only on the stock transfer books of the Bank by the holder of record hereof in person, or by his duly authorized attorney or legal representative, upon the surrender of this certificate properly endorsed. This certificate and the shares represented hereby are issued and shall be held subject to all the provisions contained in the Organization Certificate of the Bank, which is on file with the Superintendent of Banks of the State of New York and its Bylaws (copies of which are on file at the Bank's principal office), to all of the provisions the holder by acceptance hereof, assents.

IN WITNESS WHEREOF, the Bank has caused this Certificate to be signed by its duly authorized officers and its corporate seal to be hereunto affixed.

Dated: _____

PRESIDENT

SECRETARY

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE PROVISIONS OF THE ORGANIZATION CERTIFICATE OF THE BANK, AS AMENDED (THE "ORGANIZATION CERTIFICATE"), A COPY OF WHICH IS ON FILE AT THE OFFICE OF THE SUPERINTENDENT OF BANKS OF THE STATE OF NEW YORK AND AT THE PRINCIPAL OFFICE OF THE BANK, AND THE BY-LAWS OF THE BANK, AS AMENDED (THE "BY-LAWS"), A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE BANK. THE ORGANIZATION CERTIFICATE SETS FORTH A FULL STATEMENT OF THE DESIGNATION, RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF THE SHARES OF EACH CLASS AUTHORIZED TO BE ISSUED. THE BANK WILL FURNISH A COPY OF THE ORGANIZATION CERTIFICATE AND BY-LAWS WITHOUT CHARGE TO EACH REGISTERED HOLDER OF STOCK WHO SO REQUESTS. NO DIVIDENDS OF ANY AMOUNT ARE GUARANTEED BY THE BANK.

THE FOLLOWING ABBREVIATIONS, WHEN USED IN THE INSCRIPTION ON THE FACE OF THIS CERTIFICATE, SHALL BE CONSTRUED AS THOUGH THEY WERE WRITTEN OUT IN FULL ACCORDING TO APPLICABLE LAWS OR REGULATIONS:

TEN COM - AS TENANTS IN COMMON
TEN ENT - AS TENANTS BY THE ENTIRETIES
JTWROS - AS JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP AND NOT AS
TENANTS IN COMMON

UGMA/(STATE) _____ CUSTODIAN _____
(CUSTODIAN) (MINOR)
UNDER THE UNIFORM GIFT TO MINORS ACT/(STATE)

Additional abbreviations may also be used though not in the above list.

For value received, _____ *hereby sell, assign and transfer unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ shares
to transfer the said shares on the records of the within-named Bank with full power of substitution in the premises. _____ Attorney

Dated _____, 20____

In Presence of

Witness

(SIGNATURE: THE SIGNATURE ON THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN
UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR
ANY CHANGE WHATSOEVER)

EXHIBIT 4.2 TO FORM 10

Investor Rights Agreement, dated April 11, 2012

INVESTOR RIGHTS AGREEMENT

dated as of April 11, 2012

by and among

AMALGAMATED BANK

and

THE VARIOUS SHAREHOLDERS PARTY HERETO

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INVESTOR RIGHTS AGREEMENT

INVESTOR RIGHTS AGREEMENT (this “Agreement”), dated as of April 11, 2012 (the “Closing Date”), by and among Amalgamated Bank, a New York state-chartered non-member bank (the “Bank”), the entities listed under the headings “WL Ross Shareholders” and “Yucaipa Shareholders” on Exhibit A hereto (each, respectively, a “WL Ross Shareholder” and “Yucaipa Shareholder” and, collectively, the “Investor Shareholders”) and each of the shareholders of the Bank listed under the heading “Key Holders” on Exhibit A hereto (each, a “Key Holder” and, together with the Investor Shareholders, the “Shareholders”). For purposes of this Agreement, each group of affiliated WL Ross Shareholders and each group of affiliated Yucaipa Shareholders shall be deemed to be one Investor Shareholder, respectively.

RECITALS:

WHEREAS, the Bank has entered into certain securities purchase agreements, dated as of September 23, 2011, as amended on April 10, 2012, with each of the Investor Shareholders (as amended, the “Stock Purchase Agreements”), pursuant to which the Bank issued and sold, and the Investor Shareholders purchased in the aggregate, 494,388 shares of the Bank’s Class A Voting Common Stock, par value \$10.00 per share (the “Class A Common Stock” and, together with the Class B Non-Voting Common Stock, par value \$10.00 per share, of the Bank (the “Class B Common Stock”), the “Common Stock”), resulting in aggregate gross proceeds to the Bank of ninety-nine million nine hundred thousand U.S. dollars (\$99,900,000.00) (the “Transaction”).

WHEREAS, the Bank and the Shareholders desire to provide herein for certain agreements with respect to the corporate governance, shareholdings and certain other matters relating to the Bank.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions.

- (a) The following terms, as used herein, have the following meanings:

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such other Person, *provided* that no security holder of the Bank shall be deemed to be an Affiliate of any other security holder of the Bank or any of its Subsidiaries solely by reason of any investment in the Bank or its Subsidiaries or being a party to any of the Transaction Documents. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Regulator” means the Federal Reserve, the FDIC, the New York State Department of Financial Services, the Federal Trade Commission, the United States Department of Justice or any other federal, state, local or foreign regulatory agency or subdivision, related entity or instrumentality thereof having jurisdiction over any Person.

“Associate” (including its correlative meaning “Associated with”) of a specified Person means any individual who is a current or former director, officer, employee or controlling equity holder of such specified Person, a member of the Immediate Family of such specified Person or of any director, officer or controlling equity holder of such specified Person, or currently a party to a contractual relationship with such specified Person pursuant to which such individual is entitled to receipt of material pecuniary consideration.

“Bank Securities” means (i) the Class A Common Stock, (ii) the Class B Common Stock, (iii) the Series B Preferred Stock, (iv) securities convertible into or exercisable or exchangeable for Common Stock, (v) any other equity or equity-linked security issued by the Bank, including any preferred stock issued by the Bank, and (vi) options, warrants or other rights to acquire Common Stock, Preferred Stock or any other equity or equity-linked security issued by the Bank, including any preferred stock issued by the Bank.

“BHC Act” means the Bank Holding Company Act of 1956, as amended.

“Bylaws” means the bylaws of the Bank, as amended and restated from time to time.

“Board” means the board of directors of the Bank.

“Business Day” means, with respect to any act to be performed hereunder, each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, New York or other applicable places where such act is to occur are authorized or obligated by applicable law, regulation or executive order to close.

“Charter” means the organization certificate of the Bank, as amended or restated from time to time.

“Closing” means the closing of the Transaction.

“Director” means, unless otherwise provided, a member of the Board.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“FDIC” means the Federal Deposit Insurance Corporation, or any successor agency or entity.

“Federal Reserve” means the Board of Governors of the Federal Reserve System, or any successor agency or entity.

“Federal Reserve Act” means the Federal Reserve Act of 1913, as amended.

“GAAP” shall mean U.S. generally accepted accounting principles, as in effect from time to time.

“Governmental Entity” means any court, administrative agency or commission or other governmental authority or instrumentality, whether federal, state, local or foreign, and any applicable industry self-regulatory organization.

“Immediate Family” means, with respect to any individual, such individual’s spouse, lineal ancestors, lineal blood or adopted descendants and any trust for any of their benefit or any partnership or limited liability company in which only such Persons own equity interests.

“Law” means any applicable domestic (federal, state or local) or foreign law, statute, ordinance, license, rule, regulation, policy or guideline, order, demand, writ, injunction, decree or judgment of any Governmental Entity.

“Material Subsidiary” shall mean any Subsidiary of the Bank which (together with such Subsidiary’s Subsidiaries) represents ten percent (10%) or more of the net income for the trailing four quarters or, on a book value basis, ten percent (10%) or more of the assets of the Bank and its Subsidiaries, taken as a whole.

“Original Amount” shall mean, as it relates to any Shareholder, the aggregate number of shares of Class A Common Stock held by such Shareholder immediately following the Closing (as equitably adjusted for any reclassification, stock split (including reverse stock split), subdivision, combination, exchange or readjustment of shares of Class A Common Stock following the date hereof, or any stock dividend or distribution with a record date following the date hereof), and treating for this purpose any Bank Securities convertible into or exercisable or exchangeable for Class A Common Stock as shares of Class A Common Stock in an amount equal to the number of shares of Class A Common Stock into which such Bank Securities are convertible.

“Permitted Transferee” shall mean any general or limited partner, member, shareholder, parallel investment fund, co-investment fund, successor investment fund or Affiliate of a Shareholder, or a trust the beneficiaries of which include only such general or limited partner, member, shareholder or Affiliate; *provided* that a Transfer or other disposition to the general or limited partners, members or shareholders of such Shareholder shall not be deemed to be a sale or other disposition to a Permitted Transferee unless the sale or other disposition is made on a pro rata basis to all such partners, members or shareholders; *provided further*, that in the case of a Key Holder who is a Workers United Related Party, “Permitted Transferee” shall include any other Workers United Related Party.

“Person” means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Entity or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

“Pro Rata Portion” means, with respect to any Shareholder relative to any specified group of Shareholders at any time, (i) the total number of shares of Class A Common Stock held by such Shareholder at such time divided by (ii) the total number of shares of Class A Common Stock held by all members of such group at such time, and, in the case of each (i) and (ii), treating for these purposes any Bank Securities convertible into or exercisable or exchangeable for Class A Common Stock as shares of Class A Common Stock in an amount equal to the number of shares of Class A Common Stock into which such Bank Securities are then convertible.

“Qualifying Registration Event” has the meaning ascribed thereto in the Registration Rights Agreement.

“Registration Rights Agreement” means that certain Registration Rights Agreement, dated the date hereof, as may be amended from time to time, between the Bank and the Investor Shareholders.

“SEC” means the U.S. Securities and Exchange Commission, or any successor agency or entity.

“Securities Act” means the Securities Act of 1933, as amended.

“Series B Preferred Stock” means the Series B Non-Cumulative Non-Voting Perpetual Preferred Stock of the Bank, liquidation preference \$100,000 per share.

“Subsidiary” means, with respect to any Person, any corporation, partnership, joint venture, limited liability company or other entity (i) of which such Person or a subsidiary of such Person is a general partner or (ii) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or Persons performing similar functions with respect to such entity, is directly or indirectly owned by such Person and/or one or more subsidiaries thereof.

“Subsidiary Securities” means any shares of capital stock or equity securities of any Subsidiary of the Bank, any options, warrants or other rights to acquire any shares of capital stock or equity securities of any Subsidiary of the Bank and any other securities convertible into or exercisable or exchangeable for (or entitling the holder thereof to subscribe for) any shares of capital stock or equity securities of any Subsidiary of the Bank.

“Transaction Documents” means this Agreement, the Stock Purchase Agreements, and the Registration Rights Agreement.

“Transfer” means, with respect to the Bank Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Bank Securities or any participation or interest therein, or agree or commit to do any of the foregoing or enter into any hedging or other derivative transaction that has the effect of materially changing the economic benefits or risks of ownership of any Bank Securities and (ii) when used as a noun, sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Bank Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing or the entry into any other hedging or other derivative transaction that has the effect of materially changing the economic benefits or risks of ownership of any Bank Securities.

“Voting Securities” shall mean shares of Class A Common Stock and any other securities of the Bank entitled to vote together with the Class A Common Stock as a single class on all matters with respect to which the Class A Common Stock is entitled to vote (whether owned as of the date hereof or hereafter acquired).

“Workers United Related Parties” means Workers United and any joint boards, locals or similar organizations authorized under the constitution of Workers United.

(b) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
5-percent Shareholder	3.1(a)
Agreement	Preamble
Bank	Preamble
Board and Shareholder Specified Approval	5.1
Board Papers	2.6
Board Specified Approval	5.2
Class A Common Stock	Recitals
Class B Common Stock	Recitals
Closing Date	Preamble
Common Stock	Recitals
Executive Nominee	2.2(b)(i)
Exercise Notice	3.1(c)
Independent Nominees	2.2(b)(iv)
Independent Nominee Selection Committee	2.2(b)(iv)
Investor Shareholders	Preamble
Investor Shareholder Party	6.6(b)
Investor Shareholder Nominees	2.2(b)(iii)
Issuance Notice	3.1(b)
Key Holder	Preamble
Opinion of Counsel	4.4(f)
Preemption Purchaser	3.1(b)
Preemption Securities	3.1(a)
Replacement Shareholder Nominee	2.3(c)
Shareholders	Preamble
Sold-Down Investor Shareholder	2.2(f)
Stock Purchase Agreements	Recitals
Tag Notice	5.3(a)
Tag Offer	5.3(a)
Tag Offer Period	5.3(a)
Tag Sale	5.3(a)
Tag Seller	5.3(a)
Tag Shares	5.3(a)
Transaction	Recitals
Vacancy Event	2.3(c)
VCOC	2.6
VCOC Investor	2.6
WL Ross Nominee	2.2(b)(ii)
WL Ross Shareholder	Preamble
Yucaipa Nominee	2.2(b)(iii)

1.2 Other Definitional and Interpretative Provisions. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or”. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by those words or words of like import. References to any agreement or contract, including this Agreement, mean such agreement or contract as amended, modified, extended or supplemented from time to time in accordance with the applicable provisions hereof and thereof. Unless otherwise specified, references in this Agreement to any Law or regulation include references to such Law or regulation as amended, modified or replaced from time to time and any Laws or regulations made pursuant to such Law or regulation; *provided*, that nothing in this Section 1.2 shall operate to increase the liability of any party beyond that which would have existed had this sentence in this Section 1.2 been omitted. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any reference to “days” means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. References to one gender include all genders and references to the singular include the plural and vice versa. References to Articles, Sections, Exhibits and Schedules are to articles, sections, exhibits and schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. The Table of Contents and the headings of Articles and Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part of this Agreement.

ARTICLE II

CORPORATE GOVERNANCE

2.1 Number of Directors. Each Shareholder shall, and shall cause its Affiliates to, vote the Voting Securities owned by such Shareholder or any such Affiliate, as the case may be, or which such Shareholder or any such Affiliate, as the case may be, is entitled to vote, and shall take all such other action within its control, as is reasonably necessary to ensure that the Board shall consist of (a) no more than fifteen (15) Directors and (b) no less than fifteen (15) Directors (including seats that are temporarily vacant), unless approval of the Superintendent of the New York State Department of Financial Services has been received pursuant to that certain letter from Martin D. Cofsky, Deputy Superintendent for Banking, dated March 28, 2012, *provided, however*, that such approval shall not be required if each of the

Investor Shareholders is a Sold-Down Investor Shareholder or otherwise no longer entitled to appoint Investor Shareholder Nominees to the Board.

2.2 Composition of the Board.

(a) Upon the Closing, the individuals set forth on Schedule I shall serve as Directors in the respective classes indicated, and each shall hold office until the next election of the Directors of the class in which such Director serves, in accordance with the Charter, the Bylaws and this Agreement or, if earlier, until the earlier of (i) a Vacancy Event with respect to such Director and (ii) in the case of an Investor Shareholder Nominee, the election of a Replacement Shareholder Nominee in accordance with the provisions of Section 2.3 or the resignation of the Investor Shareholder Nominee in accordance with Section 2.3(b). An additional Independent Nominee shall be appointed to the Board as soon as practicable after the Closing in accordance with the procedures set forth in Section 2.2(b)(iv).

(b) From and after the date of this Agreement, the following procedures shall govern the nomination of Directors for service on the Board, subject in each case, to satisfaction of all legal and governance requirements regarding service as a Director (and the Bank represents and warrants to the Investor Shareholders that, as of the date of this Agreement, there are no governance requirements applicable to services as a Director, except as set forth on Section 2.2(aa) of the Bank's Disclosure Schedule to the Stock Purchase Agreements):

(i) one nominee (the "Executive Nominee") shall be Edward Grebow for so long as he is the Chief Executive Officer of the Bank and, thereafter, the then-current Chief Executive Officer of the Bank shall be the Executive Nominee;

(ii) one nominee (the "WL Ross Nominee") shall be designated by the WL Ross Shareholders for so long as the WL Ross Shareholders, together with their Affiliates and Permitted Transferees, collectively continue to hold a number of shares of Class A Common Stock that represents at least the lesser of (A) twenty-five percent (25%) of the aggregate Original Amount held by the WL Ross Shareholders or (B) five percent (5%) of the total voting power of all then-outstanding Voting Securities;

(iii) one nominee (the "Yucaipa Nominee" and, together with the WL Ross Nominee, the "Investor Shareholder Nominees") shall be designated by the Yucaipa Shareholders for so long as the Yucaipa Shareholders, together with their Affiliates and Permitted Transferees, collectively continue to hold a number of shares of Class A Common Stock that represents at least the lesser of (A) twenty-five percent (25%) of the aggregate Original Amount held by the Yucaipa Shareholders or (B) five percent (5%) of the total voting power of all then-outstanding Voting Securities;

(iv) four nominees (the “Independent Nominees”) shall be independent in accordance with Section 2.2(d)(ii) below and shall be designated from time to time by a special committee of the Board consisting of the WL Ross Nominee (if any), the Yucaipa Nominee (if any), one Independent Nominee and two other Directors (the “Independent Nominee Selection Committee”); and

(v) the remaining nominees shall be designated by the Nominating and Governance Committee of the Board.

(c) Notwithstanding anything to the contrary contained herein, no Investor Shareholder shall be permitted to nominate more than one Director, and no Investor Shareholder Nominee may serve as chairman of the Board or of any committee of the Board.

(d) Notwithstanding anything in this Agreement to the contrary:

(i) the Executive Nominee shall at all times during his or her service as Director be independent of and not be Associated with any other Shareholder;

(ii) the Independent Nominees shall at all times during their service as Directors be independent of and not be Associated with any Shareholder or the Bank;

(iii) no Investor Shareholder Nominee may be Associated with (and not independent of) any Shareholder other than the Investor Shareholder that designated such Investor Shareholder Nominee; and

(iv) at least fifty percent (50%) of the Directors shall be citizens of the United States, unless such requirements are waived by the Superintendent of the New York State Department of Financial Services.

(e) Each of the Directors will hold office until the earlier of (x) a Vacancy Event with respect to such Director and (y) in the case of Investor Shareholder Nominees, the election of a Replacement Shareholder Nominee in accordance with the provisions of Section 2.3 or the resignation of the Investor Shareholder Nominee in accordance with Section 2.3(b).

(f) If, at any time, an Investor Shareholder, together with its Affiliates and Permitted Transferees, shall no longer own at least the lesser of (i) twenty-five percent (25%) of the aggregate Original Amount held by such Investor Shareholder and its Affiliates or (ii) five

percent (5%) of the total voting power of the then-outstanding Voting Securities (any such Investor Shareholder, a “Sold-Down Investor Shareholder”), then such Sold-Down Investor Shareholder’s right to designate an Investor Shareholder Nominee shall terminate pursuant to this Section 2.2 and, upon the resignation or removal of such Investor Shareholder Nominee in accordance with Section 2.3(b), the size of the Board shall as soon as practicable be reduced accordingly, and, if the Board does not so reduce its size, the Shareholders shall take all such actions as are necessary and within their control (with respect to all their Voting Securities) to implement such reduction of the size of the Board.

(g) The Bank agrees to use its reasonable efforts to cause each individual nominated pursuant to and in accordance with this Section 2.2 to be elected to the Board (including but not limited to, (i) causing the Board to appoint such nominee to the Board, (ii) calling a special meeting of the Board and/or shareholders of the Bank, (iii) recommending such nominee to its shareholders at the Bank’s annual or applicable special meeting of shareholders and (iv) soliciting proxies for such nominee) in order to ensure that the composition of the Board is as set forth in this Section 2.2.

(h) The Investor Shareholders shall, and shall cause any Investor Shareholder Nominees, promptly to provide to the Bank all information concerning the Investor Shareholder and the Investor Shareholder Nominee that is reasonably necessary to submit any notice or application required by any Governmental Entity in connection with the appointment or election of such Investor Shareholder Nominee to the Board; *provided* that the Investor Shareholder and Investor Shareholder Nominee shall not be required to furnish the Bank with any sensitive personal biographical or personal financial information of the Investor Shareholder Nominee so long as the Investor Shareholder or Investor Shareholder Nominee, as the case may be, will furnish directly to the applicable Governmental Entity such information and will confirm such submission in writing to the Bank.

2.3 Elections; Vacancy; Removal.

(a) Each Shareholder agrees that, at any time that it is entitled to vote for the election of Directors to the Board, it shall vote its Voting Securities entitled to vote for such Directors or execute proxies or written consents, as the case may be, and take all other actions reasonably necessary (including causing the Bank to call and hold a special shareholders meeting) in order to ensure that the composition of the Board is as set forth in Section 2.2.

(b) If an Investor Shareholder entitled to nominate an Investor Shareholder Nominee pursuant to Section 2.2(b) shall have become a Sold-Down Investor Shareholder, then such Sold-Down Investor Shareholder shall use its reasonable best efforts to cause its Investor Shareholder Nominee to immediately resign from the Board.

(c) Each Investor Shareholder shall have the exclusive right to nominate the replacement for its Investor Shareholder Nominee (each, a “Replacement Shareholder”

Nominee”) upon the death, disability, resignation, retirement, disqualification, removal or otherwise (each a “Vacancy Event”) of such Investor Shareholder Nominee (except vacancies arising pursuant to Section 2.3(b)). Subject to receipt of any necessary regulatory approvals, the Bank agrees to use its reasonable best efforts to cause any Replacement Shareholder Nominee to be elected to the Board as soon as practicable following the occurrence of a Vacancy Event with respect to an Investor Shareholder Nominee (including, but not limited to, (i) causing the Board to elect such Replacement Shareholder Nominee to fill the vacancy resulting from such Vacancy Event, (ii) calling a special meeting of shareholders to vote on such Replacement Shareholder Nominee, (iii) recommending that the shareholders vote in favor of such Replacement Shareholder Nominee at such special meeting (or seek written consent of the shareholders) and (iv) soliciting proxies for the election of such Replacement Shareholder Nominee).

(d) If as a result of a Vacancy Event, there shall exist or occur any vacancy on the Board (other than a Vacancy Event with respect to an Investor Shareholder Nominee or the Executive Nominee), (i) subject to receipt of any necessary regulatory approvals, the Bank shall take all action required to fill such vacancy resulting therefrom to the extent necessary to ensure that the composition of the Board shall be in accordance the terms of this Agreement (including the nomination of a replacement Independent Nominee by the Independent Nominee Selection Committee), and (ii) each Shareholder shall take all necessary action (including voting its Voting Securities) to implement the actions referred to in clause (i).

2.4 Board Compensation. The Bank shall reimburse each Director for its reasonable out-of-pocket expenses incurred by such Director in connection with attending regular and special meetings of (i) the Board and any committee thereof and (ii) the board of directors of any Subsidiary of the Bank and any committee thereof. The Board shall have authority to fix the compensation of any Directors, including fees.

2.5 Board Procedures. The Board shall follow the following procedures:

(a) Notice. The Bank shall give prior written notice to each Director of any meeting of the Board at least five (5) Business Days prior to such meeting. Attendance of a Person at a meeting shall constitute a waiver of notice of such meeting, except where the Person attends the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of business because the meeting is not properly called or convened.

(b) Voting. Either (i) the approval by a vote of at least a majority of the entire Board or (ii) the written consent of all of the Directors shall be required for all actions requiring approval of the Board; *provided* that, if, at the time of the meeting for the taking of such vote or at the time of the taking of any such action by written consent, there is a vacancy on the Board and a Replacement Shareholder Nominee has been nominated to fill such vacancy pursuant to Section 2.3, the first order of business to be conducted at such meeting or pursuant to such consent shall be to fill such vacancy by appointing such Replacement Shareholder Nominee, provided that any required regulatory approvals shall have been obtained in order for such appointment to be effective. For the avoidance of doubt and unless otherwise required under

Law, unanimous written consent of the Board shall only require the written consent of the Directors then in office; *provided* that if there is a vacancy with respect to an Investor Shareholder Nominee, notice of any Board meeting (other than a regularly scheduled Board meeting) or action to be taken by written consent must be provided to the applicable Investor Shareholder at least ten (10) Business Days prior thereto and such Investor Shareholder shall have the ability to nominate a Replacement Shareholder Nominee to fill such vacancy and, provided that any required regulatory approvals shall have been obtained, the first order of business to be conducted at such meeting or pursuant to such consent shall be to fill such vacancy by appointing such Replacement Shareholder Nominee prior to any other action or before such written consent of the Board shall be effective.

(c) Quorum. Except as otherwise required by Law, the presence of at least sixty percent (60%) of the entire Board is required for a quorum of the Board. Board members may be present by teleconference.

(d) Committees. The Board shall at all times have an Audit Committee, a Compensation Committee, a Nominating and Governance Committee, a Compliance Committee and a Trust Committee. The composition of each committee shall be determined by the Board as a whole and shall comply with the guidance of Applicable Regulators, including limitations or restrictions imposed by the FDIC, the Federal Reserve or the New York State Department of Financial Services in connection with passivity commitments or other limitations that may be applicable to an Investor Shareholder, provided that each Investor Shareholder Nominee (if any) shall serve on no fewer than two (2) committees of the Board (not including the Independent Nominee Selection Committee).

(e) Information for Directors. Each Director shall have the right to receive from the Bank as promptly as reasonably practicable such information with respect to the Bank or any of its Subsidiaries as such Director reasonably requests, including (i) as soon as practicable and, in any event, within sixty (60) days after the beginning of each fiscal year, the Bank's annual operating budget for such fiscal year, (ii) promptly following the preparation thereof, a copy of any revisions to the annual operating budget delivered pursuant to the preceding clause (i); and (iii) as soon as practicable, and in any event within twenty (20) days after the end of each month, the monthly management reporting packages of the Bank and, to the extent the following items are not included in the monthly management reporting packages, the unaudited consolidated balance sheet of the Bank and its Subsidiaries as at the end of such month and the related unaudited statement of operations and cash flow for such month, and for the portion of the fiscal year then ended, in each case prepared in accordance with GAAP consistently applied, setting forth in comparative form the figures for the corresponding month and portion of the previous fiscal year, and the figures for the corresponding month and portion of the then current fiscal year as in the Bank's annual operating budget. Subject to Sections 4.1 and 4.2, each Investor Shareholder Nominee shall be allowed to share any information received pursuant to this Section 2.5(e) with its Investor Shareholder and its Investor Shareholder's Affiliates, to the fullest extent permitted under applicable Law. Notwithstanding anything to the contrary contained herein, none of the WL Ross Nominee or any directors, officers, employees,

agents, general or limited partners, managers, members, fiduciaries, stockholders, representatives or Affiliates of the WL Ross Shareholders shall receive any information about, be present for any discussion concerning, discuss state or local political contributions or advisory services business with the board or staff of, or otherwise be involved in any capacity with the operations, management or oversight of, Amalgamated Bank NY PAC.

(f) Insurance. The Bank shall maintain directors' and officers' liability insurance and fiduciary liability insurance with insurers of recognized financial responsibility in such amounts as the Board determines to be prudent and customary for the Bank's business and operations.

(g) Indemnification Agreements. Each Director shall have the option to enter into an indemnification agreement with the Bank, substantially in the form attached as Exhibit B hereto.

2.6 ERISA Matters. Subject to the Bank's reasonable restriction on the use and disclosure of information and the Bank's right to limit such disclosure to comply with applicable Laws and to protect any attorney-client privilege, subject to Section 4.1, and without limitation or prejudice of any of the rights provided to the Investor Shareholders under this Agreement, each Investor Shareholder and, at the written request of an Investor Shareholder, each Affiliate of such Investor Shareholder that indirectly has an interest in the Bank Securities through such Investor Shareholder, in each case that is intended to qualify as a "venture capital operating company" (a "VCOC") as defined in the U.S. Department of Labor Regulations codified at 29 C.F.R. Section 2510.3-101 (each, a "VCOC Investor"), will have customary and appropriate VCOC rights relating to inspection, information and consultation with respect to the Bank (including customary consultation, inspection and access rights at mutually agreeable times (but not more frequently than quarterly), and rights to receive written materials prepared for distribution to members of the Board at the regularly scheduled Board meetings ("Board Papers"), *provided, however*, that the Bank reserves the right to exclude such VCOC Investor from access to any Board Papers or meeting or portion thereof if the Bank believes that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect confidential proprietary information, to comply with regulatory restrictions, or for other similar reasons), and the right to audited and unaudited financial statements; *provided, however*, that the Bank shall be under no obligation to provide the VCOC Investor with any material non-public information with respect to future corporate actions, and *provided further* that nothing herein shall entitle more than one Affiliate of an Investor Shareholder to the rights under this Section 2.6 without the consent of the Bank. The Bank agrees to consider, in good faith, the recommendations of the VCOC Investor or its designated representative in connection with the matters on which it is consulted as described above, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Bank. The right of any Person to receive information or access hereunder shall be subject to such Person executing a customary confidentiality agreement in favor of the Bank and the related Investor Shareholder shall, in addition to the Person executing such agreement, be responsible for any breach thereof.

2.7 Non-Voting Observers. For so long as an Investor Shareholder (including any Sold-Down Investor Shareholder) together with its Affiliates holds at least 5 percent (5%) of the total voting power of all then-outstanding Voting Securities, such Investor Shareholder shall have the right, exercisable by delivering written notice to the Bank, to designate a non-voting observer to attend any meetings of the Board and, to the extent consistent with the passivity commitments applicable to such Investor Shareholder, any committee thereof. Each such Investor Shareholder shall have the right to remove and replace its non-voting observer at any time and from time to time. Subject to Section 4.1, the Bank shall furnish to each non-voting observer (a) notices of all Board and, to the extent consistent with the passivity commitments applicable to such Investor Shareholder, committee meetings (as applicable) no later than, and using the same form of communication as, notice of such Board and committee meetings are furnished to Directors in accordance with this Agreement and the Charter and Bylaws, and (b) copies of the materials with respect to meetings of the Board and, to the extent consistent with the passivity commitments applicable to such Investor Shareholder, any committees thereof, which are furnished to Directors, no later than such materials are so furnished to such Directors; *provided* that failure to deliver notice, or materials, to a non-voting observer in connection with such observer's right to attend and/or review materials with respect to, any meeting of the Board (or any committee thereof) shall not, of itself, impair the validity of any action taken by the Board (or any committee thereof) at such meeting. Each non-voting observer shall be required to execute or otherwise become subject to any codes of conduct of the Bank or enter into any form of confidentiality agreement generally applicable to directors or officers of the Bank. Notwithstanding the foregoing, the Bank reserves the right to exclude any non-voting observer from access to any Board Papers or meeting or portion thereof if the Bank believes that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect confidential proprietary information, to comply with regulatory restrictions, or for other similar reasons.

2.8 Subsidiaries. The Bank shall take, and shall cause its Material Subsidiaries to take, such actions to ensure that the provisions of the Material Subsidiaries' organizational documents applicable to corporate governance reflect the provisions of this Agreement and the Charter and Bylaws, except, in each case, as may be necessary to comply with applicable Law. The Bank shall not, and the Bank shall not permit any of the Material Subsidiaries to, take any action with respect to any matters described in Sections 5.1 and 5.2 unless the Board and Shareholder Specified Approval or the Board Specified Approval, as the case may be, shall have been obtained in accordance with such sections. Without limiting the foregoing, the Bank shall not, and shall not permit its Subsidiaries to, vote any shares of capital stock of any Material Subsidiary held by the Bank or any such Subsidiary with respect to any matters described in Sections 5.1 and 5.2 unless the Board and Shareholder Specified Approval or the Board Specified Approval, as the case may be, shall have been obtained in accordance with such sections.

2.9 Other Agreements. Each Shareholder shall vote, and shall cause its Affiliates to vote, all of the total voting power of all then-outstanding Voting Securities owned by such Shareholder or such Affiliates, as the case may be, or which either is entitled to vote, to ensure that the Charter and Bylaws do not at any time conflict with the provisions of this Agreement. No Shareholder shall, and each Shareholder shall cause its Affiliates not to, grant any proxy (other than to representatives of the Bank to vote in accordance with the recommendation of the Board) or enter into or agree to be bound by any voting trust or voting

agreement with respect to any Voting Securities, nor shall any Shareholder, and each Shareholder shall cause its Affiliates not to, enter into any shareholder agreements or arrangements of any kind with any Person with respect to any Voting Securities on terms inconsistent with the provisions of this Agreement (whether or not such agreements and arrangements are with other Shareholders or with holders of Voting Securities that are not parties to this Agreement), including but not limited to agreements or arrangements with respect to the acquisition, disposition or voting of Voting Securities.

ARTICLE III

PREEMPTIVE RIGHTS

3.1 Preemptive Rights.

(a) Each Shareholder who, together with its Affiliates and its Permitted Transferees, collectively holds a number of shares of Class A Common Stock that represents at least 5 percent (5%) of the total voting power of all then-outstanding Voting Securities (any such Shareholder, a “5-percent Shareholder”) shall have the right to purchase, on the terms and conditions set forth herein, such 5-percent Shareholder’s Pro Rata Portion (relative to all Shareholders as determined immediately prior to the issuance) of (i) any Bank Securities, or (ii) any Subsidiary Securities, in each case that the Bank or the Bank’s Subsidiary may propose to issue (each of (i) and (ii), the “Preemption Securities”).

(b) The Bank shall give each 5-percent Shareholder notice (an “Issuance Notice”) of any proposed issuance or sale by the Bank or a Subsidiary of any Preemption Securities at least twenty (20) days prior to the proposed issuance or sale date. The Issuance Notice shall specify the number of Preemption Securities to be issued or sold, the price at which such Preemption Securities are to be issued or sold, the identity of the purchaser or purchasers of the Preemption Securities (each such purchaser, a “Preemption Purchaser”) and the other material terms of the issuance or sale. Subject to Section 3.1(f) below, each 5-percent Shareholder shall be entitled to purchase up to such 5-percent Shareholder’s Pro Rata Portion (relative to all Shareholders as determined immediately prior to the issuance) of the Preemption Securities proposed to be issued or sold, at the price and on the terms specified in the Issuance Notice.

(c) Each 5-percent Shareholder who desires to purchase any or all of its Pro Rata Portion of the Preemption Securities specified in the Issuance Notice shall deliver written notice to the Bank (each an “Exercise Notice”) of its election to purchase such Preemption Securities within twenty (20) days after the date of the Issuance Notice. The Exercise Notice shall specify the number (or amount) of Preemption Securities to be purchased by such 5-percent Shareholder and shall constitute exercise by such 5-percent Shareholder of its rights under this Section 3.1 and a binding agreement of such 5-percent Shareholder to purchase, at the price and on the terms and conditions specified in the Issuance Notice, the number of shares (or amount) of Preemption Securities specified in the Exercise Notice subject to Section

3.1(e) below. If, at the termination of such twenty (20)-day period, a 5-percent Shareholder shall not have delivered an Exercise Notice to the Bank, such 5-percent Shareholder shall be deemed to have waived all of its rights under this Section 3.1 with respect to the purchase of such Preemption Securities (but not with respect to the purchase of future issuances of Preemption Securities). Promptly following the termination of such twenty (20)-day period, the Bank shall deliver to each 5-percent Shareholder a copy of all Exercise Notices it received.

(d) The Bank shall have ninety (90) days after the date of the Issuance Notice to consummate the proposed issuance or sale of any or all of such Preemption Securities that any 5-percent Shareholders have not elected to purchase to the Preemption Purchaser(s) at the price and upon terms and conditions specified in the Issuance Notice, *provided* that, if such issuance is subject to regulatory approval, such ninety (90)-day period shall be extended until the expiration of ten (10) Business Days after all such approvals have been received, but in no event later than one hundred fifty (150) days after the date of the Issuance Notice. If the Bank or a Subsidiary proposes to issue or sell any such Preemption Securities after such ninety (90)-day (or 150-day) period, or proposes to sell Preemption Securities other than upon the terms and conditions specified in the Issuance Notice, it shall again comply with the procedures set forth in this Section 3.1.

(e) At the consummation of the issuance or sale of such Preemption Securities to the Preemption Purchaser(s) (or to all 5-percent Shareholders exercising preemptive rights pursuant to this Section 3.1), the Bank shall issue certificates or instruments representing the Preemption Securities to be purchased by each 5-percent Shareholder exercising preemptive rights registered in the name of such 5-percent Shareholders, promptly following payment by such 5-percent Shareholders of the purchase price for such Preemption Securities in accordance with the terms and conditions as specified in the Issuance Notice. If the Bank proposes to issue (to the Preemption Purchaser(s) and all participating 5-percent Shareholders) less than the aggregate number of Preemption Securities proposed to be issued in the Issuance Notice, the number of Preemption Securities to be purchased by each 5-percent Shareholder exercising its preemptive rights shall be adjusted accordingly.

(f) Notwithstanding the foregoing, no 5-percent Shareholder shall be entitled to purchase Preemption Securities as contemplated by this Section 3.1 in connection with issuances or sales of Preemption Securities (i) to employees, officers, directors or consultants of the Bank pursuant to employee benefit plans or compensatory arrangements approved by the Board (including upon the exercise of employee stock options granted pursuant to any such plans or arrangements), (ii) as consideration in connection with any bona fide, arm's-length direct or indirect merger, acquisition or similar transaction, (iii) in connection with the exercise or conversion of outstanding Bank Securities or any interest payment, dividend or distribution in respect of outstanding Bank Securities, (iv) in connection with any expedited issuance of Preemption Securities undertaken at the written direction of the Applicable Regulator of the Bank, (v) in connection with any issuance of any Junior Preferred Stock of Amalgamated Real Estate Management Company, Inc., (vi) pursuant to a Qualifying Registration Event, or (vii) in connection with the issuance of any Additional Shares or DTA Adjustment Shares (as those

terms are defined in the Stock Purchase Agreements) pursuant to the terms of the Stock Purchase Agreements. No 5-percent Shareholder shall be entitled to purchase Preemption Securities to the extent that such purchase would cause such 5-percent Shareholder to be in breach of its obligation under Section 6.5. Neither the Bank nor any of its Subsidiaries shall be obligated to consummate any proposed issuance or sale of Preemption Securities, nor be liable to any 5-percent Shareholder, if it has not consummated any proposed issuance or sale of Preemption Securities pursuant to this Section 3.1 for whatever reason, regardless of whether it shall have delivered an Issuance Notice or received any Exercise Notices in respect of such proposed issuance.

ARTICLE IV

CERTAIN COVENANTS AND AGREEMENTS

4.1 Confidentiality.

(a) Each Shareholder will, and will cause each of its respective Subsidiaries, Affiliates and representatives to, maintain in confidence and not use in any way other than in connection with evaluating and monitoring its investment in the Bank, any nonpublic or confidential proprietary information furnished to it by or on behalf of the Bank, or any of its Subsidiaries or any other Shareholder or their respective Affiliates and representatives pursuant to this Agreement, except that such information may be disclosed:

(i) to such Shareholder's directors, officers, employees, agents, general or limited partners, managers, members, fiduciaries, stockholders, representatives or Affiliates of any of the foregoing or to any financial institution providing credit to such Shareholder or its Affiliates or to any financing source or potential financing source of such Shareholder or its Affiliates; *provided* that such Shareholder shall be responsible for any use or disclosure of such confidential information by such Persons that would constitute a breach of this Section 4.1;

(ii) to the extent required by applicable Law (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Shareholder is subject, *provided* that such Shareholder gives the Bank prompt notice of such request(s), to the extent practicable, so that the Bank may seek an appropriate protective order or similar relief (and the Shareholder shall cooperate (at the expense of the Bank) with such efforts by the Bank, and shall in any event make only the minimum disclosure required by such Law);

(iii) to any Governmental Entity with jurisdiction over such Shareholder or any of its Affiliates or any rating agency in connection with

or relating to any securities of such Shareholder or any of its Affiliates which are rated by such rating agency, as long as such Governmental Entity or rating agency is advised of the confidential nature of such information (and, in the case of a rating agency, expressly agrees to maintain the confidentiality of such information); or

(iv) by one Shareholder (or Affiliate thereof) to another Shareholder (or Affiliate thereof).

(b) All information provided under this Agreement shall be subject to this Section 4.1 and shall be deemed confidential; *provided, however*, that information shall not be deemed confidential if (i) at the time of disclosure, such information is generally available to the public (other than as a result of a disclosure directly by the recipient or any of its representatives in violation of this Section 4.1 or any other agreement by a Shareholder or its Affiliates and its and their officers, directors, employees, attorneys, consultants, accountants and professional advisers prior to the execution of this Agreement), (ii) such information was available to the recipient on a non-confidential basis from a source that was not, at the time of disclosure, prohibited from disclosing such information to the recipient by a contractual, legal or fiduciary obligation, or (iii) such information is known to the recipient prior to or independently of its relationship with the party providing such information. Each Shareholder shall be liable for breaches of this Section 4.1 by any Person to whom it has disclosed confidential information in accordance with clause (a)(i) above, unless such Person to whom it has disclosed confidential information has executed a confidentiality agreement with the Bank, pursuant to which such Person has agreed to keep such information confidential in accordance with this Section 4.1 or in accordance with other confidentiality restrictions with respect to such information that are at least as restrictive as those contained herein.

(c) Notwithstanding anything herein to the contrary, from time to time the Directors may receive certain highly confidential information regarding (i) the compensation of specific individuals (as opposed to general employee compensation information) by the Bank and/or the Bank Subsidiaries, (ii) the pricing of products and services of the Bank and/or the Bank Subsidiaries, or (iii) identifying or other similar information (e.g., names, addresses, tax identification numbers and contact information) related to customers of the Bank and/or the Bank Subsidiaries, in each case that is not provided directly to the Shareholders and is designated as “Directors Only” information by the Chief Executive Officer of the Bank. The Directors shall not disclose such information to any other Person (other than (x) as may be required by applicable Law, or (y) to their legal advisors for the purpose of seeking legal advice) unless they have first obtained the consent of the designating Chief Executive Officer, such consent not to be unreasonably withheld.

4.2 Information Rights.

(a) The Bank shall maintain, at its principal place of business, separate books of account for the Bank that shall show a true and accurate record of all costs and

expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Bank's business in accordance with GAAP consistently applied. Such books of account shall at all times be maintained at the principal place of business of the Bank and shall be open to inspection and examination at reasonable times and upon reasonable notice by each Shareholder and its duly authorized representative for any purpose reasonably related to such Shareholder's shareholdings in the Bank.

(b) At any time during which the Bank is not required to file annual, quarterly and periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, the Bank will furnish to each Shareholder, as soon as practicable, but in any event within one hundred twenty (120) calendar days after the end of each fiscal year of the Bank, (i) a consolidated balance sheet of the Bank and its Subsidiaries as of the end of such fiscal year and statements of operations, changes in capital and a statement of cash flows for such fiscal year, such year-end financial reports to be prepared in accordance with GAAP consistently applied and audited and certified by independent public accountants of nationally recognized standing selected by the Bank, together with a comparison of the figures in such financial statements with the figures for the previous fiscal year and the figures in the Bank's annual operating budget and (ii) any management letters or other similar correspondence from such accountants.

(c) At any time during which the Bank is not required to file annual, quarterly and periodic reports with the SEC pursuant to Section 13 or 15(d) of the Exchange Act, the Bank will furnish to each Shareholder, as soon as practicable, but in any event within forty-five (45) calendar days after the end of each of the first three (3) quarters of each fiscal year of the Bank, an unaudited consolidated balance sheet of the Bank and its Subsidiaries as of the end of such fiscal quarter and statements of operations, changes in capital and a statement of cash flows for such fiscal quarter, in each case prepared in accordance with GAAP consistently applied.

(d) On an ongoing basis, the Bank shall provide Shareholders with such business plans, projections and other financial and operating information reports (and any material revisions or updates to the foregoing) prepared by the Bank in the usual and ordinary course.

4.3 Affiliate Transactions. Except as contemplated by the Transaction Documents, and except for cash dividends paid by any Bank Subsidiary to the extent necessary to maintain such Bank Subsidiary's qualification as a REIT under applicable law, the Bank shall not, and shall not permit any of its Subsidiaries to, sell, lease, Transfer or otherwise dispose of any of its properties or assets to, or purchase, lease or otherwise acquire any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with or for the benefit of, any Affiliate of the Bank (other than one or more of its Subsidiaries), any Shareholder or any "associate" of any Shareholder (within the meaning of Rule 12b-2 under the Exchange Act), unless such transaction is on terms that are no less favorable to the Bank or such Subsidiary than those that would have been obtained in a comparable transaction by the Bank or such Subsidiary with an unrelated Person and such

transaction is approved by the Board (including a majority of Directors not interested in the transaction); *provided* that the foregoing shall not apply to the provision of ordinary course banking services to Affiliates of the Bank; *provided, further*, that any such transaction (including any referenced in the foregoing proviso) must comply with Sections 23A and 23B of the Federal Reserve Act and with the Federal Reserve Board's Regulation O and Regulation W, in each case as if the Bank were a "member bank" under the Federal Reserve Act and any applicable statements of policy of the Federal Reserve or the FDIC.

4.4 Transfers.

(a) Each Shareholder agrees that it shall not Transfer any Bank Securities (or solicit any offers in respect of any Transfer of any Bank Securities), except (1) to a Permitted Transferee, (2) in any merger or other recapitalization or business combination transaction authorized and approved by the Board and the shareholders of the Bank in accordance with the Charter, the Bylaws, this Agreement and applicable Law, (3) pursuant to a Qualifying Registration Event or any other registered offering of Bank Securities (or securities of any new holding company of the Bank into which such Bank Securities are converted), (4) in compliance with Section 5.3 of this Agreement, or (5) in the case of the Workers United Related Parties that are signatories to this Agreement, Transfers of Bank Securities owned by them as of the date of this Agreement to labor organization (including joint boards, locals, funds, trusts and similar organizations affiliated therewith) transferees in an amount that does not exceed, in the aggregate, 10% of the total outstanding shares of Class A Common Stock; *provided* that in the case of a Transfer of Bank Securities contemplated by clause (1), (4) or (5), each transferee shall enter into a written agreement pursuant to which it shall agree to be bound by the provisions of this Agreement with respect to the Bank Securities so transferred. Any Transfer in violation of this Section 4.4 shall be null and void *ab initio*.

(b) In addition to meeting all of the other requirements of this Agreement, any proposed Transfer by a Shareholder of Bank Securities shall satisfy the following conditions:

(i) the proposed Transfer will not violate the registration provisions of the Securities Act or the securities laws of any applicable jurisdiction;

(ii) the proposed Transfer will not cause the Bank to be required to register shares of capital stock of the Bank pursuant to Section 12(g) of the Exchange Act;

(iii) the proposed Transfer will not cause all or any portion of the assets of the Bank or the actions of the Board of Directors to become subject to Part 4 of Subtitle B of Title I of ERISA and/or Code Section 4975;

(iv) the proposed Transfer will not cause the Bank to become a “commonly controlled insured depository institution” (as that term is defined and interpreted for purposes of 12 U.S.C. § 1815(e)) with respect to any insured depository institution that is not a direct or indirect Subsidiary of the Bank, and

(v) the proposed Transfer will not cause or result in a breach or default of any covenant or undertaking of the Investor Shareholders under the Stock Purchase Agreements.

(c) The Board of Directors may require reasonable evidence as to the foregoing, including, without limitation, an Opinion of Counsel (other than, in the case of clause (i) above, in connection with a Transfer made in accordance with Rule 144 or a Transfer by an Investor Shareholder to one or more Permitted Transferees for no consideration).

(d) The Bank shall promptly amend Exhibit A to reflect any Transfers made pursuant to and in accordance with this Agreement, including this Section 4.4.

(e) In addition to any other legend that may be required, all certificates or other instruments representing the Bank Securities owned by a Shareholder will bear a legend substantially to the following effect:

(i) THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD, OFFERED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.

(ii) THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS SET FORTH IN AN INVESTOR RIGHTS AGREEMENT, DATED AS OF APRIL 11, 2012, AS AMENDED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF THE COMPANY, AND THIS SECURITY MAY NOT BE VOTED OR OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH.

(iii) THIS SECURITY IS NOT INSURED OR
GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE
CORPORATION.

(f) Upon the request of a Shareholder, upon receipt by the Bank of an opinion of counsel reasonably satisfactory to the Bank (an “Opinion of Counsel”) to the effect that such legend is no longer required under the Securities Act and applicable state laws, the Bank shall promptly cause clause (i) of the legend to be removed from any certificate for any securities to be Transferred in accordance with the terms of this Agreement and clause (ii) of the legend shall be removed upon the expiration of such Transfer and other restrictions set forth in this Agreement.

ARTICLE V

CERTAIN APPROVALS; CERTAIN OTHER RIGHTS

5.1 Actions Requiring Board and Shareholder Approval. Notwithstanding anything to the contrary herein, prior to the completion of a Qualifying Registration Event, the Bank shall not, and shall not permit any of its Material Subsidiaries to, directly or indirectly, take any of the following actions without the receipt of both (x) the affirmative vote or written consent (if permitted) of at least a majority of the entire Board and (y) the prior affirmative vote or written consent (if permitted) of the holders of Voting Securities representing at least sixty-six and two-thirds percent (66-2/3%) of the total voting power of all then-outstanding Voting Securities (“Board and Shareholder Specified Approval”):

(a) enter into or effect any transaction or series of transactions involving the merger, consolidation, recapitalization or other business combination involving the Bank or any of its Material Subsidiaries, or a sale, pledge or other transfer or disposition of all of substantially all of the assets of the Bank or any Material Subsidiary;

(b) in the case of the Bank only, amend its Charter, or amend its Bylaws in a manner that adversely affects the rights or preferences of the Investor Shareholders;

(c) declare bankruptcy, dissolve, voluntarily liquidate or wind-up;

(d) engage in any transaction between the Bank or any of its Subsidiaries, on one hand, and any Shareholder or Affiliate of such Shareholder, on the other hand that (i) does not involve ordinary course banking services and (ii) involves consideration in excess of ten percent (10%) of the aggregate consolidated shareholders equity of the Bank and its Subsidiaries, calculated in accordance with GAAP as of the quarter end immediately prior to such transaction; *provided* that this provision shall not apply to (i) dividends or distributions by the Bank or any Bank Subsidiary, (ii) any transaction among the Bank and/or the Bank

Subsidiaries and (iii) any transaction pursuant to existing agreements or arrangements as of the date hereof that have previously been disclosed to the Investor Shareholders;

(e) participate in the Troubled Asset Relief Program (TARP), the Capital Purchase Program (CPP) or any similar government program that is not part of the Bank's or the Material Subsidiaries' usual and customary business;

(f) other than in the usual and ordinary course of business, acquire, sell, transfer or pledge, or permit any of its Subsidiaries to acquire, sell, transfer or pledge, any assets, rights or properties (including any securities of any person), in any transaction or a series of related transactions (whether by purchase or sale of stock or assets, merger or otherwise) for consideration (including, in the case of an acquisition, assumed indebtedness) in excess of twenty percent (20%) of the aggregate consolidated shareholders equity of the Bank and its Subsidiaries, calculated in accordance with GAAP as of the quarter end immediately prior to such acquisition, sale, transfer or pledge; *provided* that this provision shall not apply to purchases and sales of (i) loans and loan participations or interests therein or (ii) investment securities where the consideration (including in the case of an acquisition, assumed indebtedness) is less than twenty percent (20%) of the total consolidated assets of the Bank and its Subsidiaries;

(g) subject to the terms and conditions of the Registration Rights Agreement, initiate any registered public offering of Bank Securities or Subsidiary Securities; or

(h) agree or otherwise enter into binding commitments to take any actions set forth above.

5.2 Actions Requiring Board Approval. Notwithstanding anything to the contrary herein, prior to the completion of a Qualifying Registration Event, the Bank shall not, and shall not permit any of its Material Subsidiaries to, directly or indirectly, take any of the following actions without the receipt of the affirmative vote or written consent (if permitted) of at least a majority of the entire Board ("Board Specified Approval"):

(a) in the case of the Bank only, retaining its independent auditor, or engaging special counsel or a financial advisor to actually effect, or advise the Bank in actually effecting, transactions of the type described in Sections 5.1(a) and (g);

(b) creating or designating any committee of the Board and its composition and powers;

(c) incurring indebtedness other than in the ordinary course of business, or repurchasing any debt interests other than as specified in the annual business plan;

(d) selling, issuing, redeeming or repurchasing any equity interests of the Bank or any of its Material Subsidiaries, excluding (i) any issuance in connection with the exercise of any warrant, option or other right to acquire shares of capital stock or other equity interests in the Bank or any of the Bank Subsidiaries, (ii) the repurchase of the Series B Preferred Stock pursuant to Section 3.7 of the Stock Purchase Agreements, (iii) any issuance of Additional Shares or DTA Adjustment Shares (as such terms are defined in the Stock Purchase Agreements), (iv) any issuance or redemption of any Junior Preferred Stock of Amalgamated Real Estate Management Company, Inc., and (v) any issuance required by the terms of the Registration Rights Agreement;

(e) in the case of the Bank only, declaring or making any dividends or distributions;

(f) in the case of the Bank only, adopting or amending any annual business plan or budget;

(g) other than as contemplated by any annual business plan or budget, making capital expenditures or entering into long-term financial commitments exceeding \$1,000,000 individually or \$5,000,000 in the aggregate for any fiscal year;

(h) other than in the ordinary course of business, acquire or dispose of any businesses or assets with an aggregate value in excess of five percent (5%) of the total consolidated assets of the Bank and its Subsidiaries; *provided* that this provision shall not apply to purchases and sales of (i) loans and loan participations or interests therein or (ii) investment securities where the consideration (including in the case of an acquisition, assumed indebtedness) is less than ten percent (10%) of the total consolidated assets of the Bank and its Subsidiaries;

(i) entering into any material joint venture or similar strategic partnership;

(j) settling any claim, arbitration or litigation involving any third party in excess of \$500,000;

(k) other than in the ordinary course of business, guaranteeing the payment obligations or performance of other obligations of un-Affiliated third parties;

(l) creating liens or encumbrances on the assets of the Bank or the Bank Subsidiaries other than in the ordinary course of business;

(m) in the case of the Bank only, approving or modifying any material tax or accounting practice or policy;

(n) extending credit to any Person other than in the ordinary course of business;

(o) in the case of the Bank only, appointing or removing, or entering into employment agreements with, the Chief Executive Officer, Chief Financial Officer, Chief Risk Officer, Chief Operating Officer, or any individual with substantially equivalent seniority and/or responsibilities;

(p) approving aggregate annual compensation in excess of \$350,000 for any individual employee; *provided* that any such approval may be delegated to the Board's Compensation Committee;

(q) in the case of the Bank only, making or effecting any material filings, actions or communications with or to the Bank's banking regulators other than in the ordinary course or involving routine matters;

(r) establishing or amending any employee benefit or pension plan, or establishing any bonus, profit sharing or other incentive scheme, with a value of more than \$2,000,000 for any fiscal year; or

(s) agreeing or otherwise entering into binding commitments to take any of the actions set forth above.

5.3 Tag-Along Rights.

(a) Subject to Section 5.3(b) below, if at any time a Shareholder (the "Tag Seller") desires to sell or otherwise dispose of Bank Securities held by such Tag Seller (the "Tag Sale"), the Tag Seller shall deliver to each other Shareholder a written notice (the "Tag Notice") that shall describe the proposed Tag Sale and that shall specify the number of Bank Securities to be sold or disposed of, the consideration to be received therefor, the identity of the proposed purchaser thereof and the other terms and conditions of such proposed Tag Sale. The Tag Notice shall also include an offer (the "Tag Offer") for each other Shareholder to request (by written notice delivered to the Tag Seller within twenty (20) days (the "Tag Offer Period") after receipt of the Tag Notice) to have included in the proposed Tag Sale, on the same basis as the Bank Securities being sold or otherwise disposed of by the Tag Seller pursuant to the proposed Tag Sale, a portion of such Shareholder's Bank Securities equal to the product of (i) the number of Bank Securities covered by the Tag Notice and (ii) a fraction, the numerator of which is the number of outstanding shares of Class A Common Stock held by such Shareholder and the

denominator of which is the aggregate number of all outstanding shares of Class A Common Stock owned by the Tag Seller and all Shareholders electing to accept the Tag Offer, in the case of each (i) and (ii), treating for these purposes any Bank Securities convertible into or exercisable or exchangeable for Class A Common Stock as shares of Class A Common Stock in an amount equal to the number of shares of Class A Common Stock into which such Bank Securities are then convertible, exercisable or exchangeable at the time of such Tag Notice (the “Tag Shares”). The Tag Offer shall be conditioned upon the execution and delivery, by each Shareholder that accepts the Tag Offer, of all agreements and other documents that the Tag Seller is required to execute and deliver in connection with the proposed Tag Sale; *provided* that (i) no Tag Seller or Shareholder electing to accept the Tag Offer shall be required to become subject thereby to an obligation not to compete or similar restrictive covenants, (ii) (x) any representations and warranties relating specifically to any Shareholder shall only be made, severally and not jointly, by that Shareholder, and (y) any indemnification provided by the Shareholders (other than with respect to the representations referenced in the foregoing subsection (x)) shall be based solely on the relative shares being sold by each Shareholder in the proposed Tag Sale, in all cases on a several, not joint, basis, it being understood and agreed that any such indemnification obligation of a Shareholder shall in no event exceed the net proceeds distributed to such Shareholder from such proposed Tag Sale, and (iii) the Shareholders electing to accept the Tag Offer shall receive the same amount and form of consideration as the Tag Seller in connection with the proposed Tag Sale unless they otherwise agree. The Tag Seller and any Shareholder choosing to participate shall consummate the Tag Sale in accordance with the terms and conditions of such Tag Sale set forth in the Tag Notice. For the avoidance of doubt, the Tag Seller may not sell any of its shares in a Tag Sale unless the transferee purchases the applicable shares of those Shareholders choosing to participate in such Tag Sale in accordance with this Section 5.3(a).

(b) Notwithstanding anything to the contrary herein, a Tag Sale shall not include, and no Shareholder shall be required to deliver a Tag Notice with respect to, the sale or other disposition of Bank Securities by such Shareholder in connection with any Transfer described in Sections 4.4(a)(1), (2), (3) or (5).

(c) If at the termination of the Tag Offer Period a Shareholder shall not have accepted the offer contained in the Tag Notice, such Shareholder shall be deemed to have waived any and all of its rights under this Section 5.3 with respect to the sale or other disposition of its Tag Shares; *provided* that such sale or disposition is completed on the terms set forth in the Tag Notice within sixty (60) days after the termination of the Tag Offer Period; *provided, further*, that the sale or disposition shall occur as soon as practicable following such sixtieth (60th) day if the proposed purchaser is required to obtain any approval or consent, make any regulatory filing or await the expiration of any applicable waiting period necessary for such purchase that has not been obtained or made or which period shall not have expired by such time (*provided* that the proposed purchaser shall use its commercially reasonable efforts to obtain any such approval or consent and to make any such filing). If a proposed Tag Sale is not completed as contemplated by this Section 5.3(c), then any other proposed Tag Sale will thereafter be subject to the terms of Section 5.3.

ARTICLE VI

MISCELLANEOUS

6.1 Binding Effect; Transfer.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Any Shareholder that ceases to own beneficially any Bank Securities shall cease to be bound by the terms hereof (other than Sections 4.1, 6.2, 6.4, 6.7, 6.8, 6.9, 6.10, 6.11, and 6.14).

(b) Any Investor Shareholder may transfer all or a portion of its rights hereunder to any Permitted Transferee of such Investor Shareholder in connection with a Transfer by the Investor Shareholder of Bank Securities in accordance with the terms of this Agreement, other than in the case of a pro rata distribution by such Investor Shareholder or Permitted Transferee to its partners, shareholders or other investors who are not Affiliates of such Investor Shareholder or Permitted Transferee.

6.2 Notices. All notices, requests and other communications to any party shall be in writing and shall be delivered in Person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission or by electronic mail so long as a receipt of such electronic mail is requested and received to the address and individual as identified on the signature page hereof. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt on such Business Day in the place of receipt. Any Person that becomes a Shareholder shall provide its mailing address, electronic mail address and fax number to the Bank, which shall promptly provide such information to each other Shareholder.

6.3 Waiver; Amendment; Termination.

(a) No provision of this Agreement may be amended, waived or otherwise modified except by an instrument in writing executed by each of the parties hereto. In addition, any party may waive any provision of this Agreement with respect to itself by an instrument in writing executed by such party, and no waiver by any party hereto of any provision of the Agreement shall be effective unless so executed in writing by such party; *provided* that for purposes of any amendment or modification hereof or waiver of any provision hereunder, the Workers United Related Parties shall be deemed to be one party, and Workers United may take such action on behalf of the Workers United Related Parties. No consideration shall be offered or paid to any Shareholder to amend or consent to a waiver or modification of any provision of this Agreement unless the other Shareholders are offered the same consideration on a pro rata basis (based on the number of Bank Securities held).

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

(c) This Agreement shall terminate automatically and immediately and be of no further force or effect upon the earliest to occur of the following:

(i) a single Person becoming the owner of all of the outstanding Voting Securities;

(ii) the receivership, bankruptcy, liquidation or dissolution of the Bank;

(iii) the consummation of a Qualifying Registration Event;
or

(iv) the twentieth (20th) anniversary of the date of this Agreement.

6.4 Fees and Expenses. Except as otherwise provided herein or in any of the Transaction Documents, all out-of-pocket costs and expenses, including the fees and expenses of counsel, incurred in connection with this Agreement and the transactions contemplated hereby and all matters related hereto shall be paid by the party incurring such costs and expenses.

6.5 Regulatory Matters.

(a) Each Shareholder acknowledges, represents, warrants and agrees that this Agreement (i) relates only to its interest in the Bank, (ii) will terminate in accordance with Section 6.3(c) of this Agreement, and (iii) does not create an association among the Shareholders to engage in activities other than through the Bank.

(b) Unless approved in advance by the affected Investor Shareholder and, in the case of clause (i) below only, the Bank, neither the Bank nor any other Shareholder shall take any action, including the exercise of any right granted under this Agreement, that would cause any Investor Shareholder or any Affiliate of such Investor Shareholder to be required (i) to register as a bank holding company under the BHC Act with respect to the Bank or (ii) to file a notice under the Change in Bank Control Act of 1978 with respect to the Bank.

(c) No Shareholder shall take, permit or allow any action that would cause the Bank or any other insured depository institution that is a direct or indirect Subsidiary of the Bank to become a “commonly controlled insured depository institution” (as that term is

defined and interpreted for purposes of 12 U.S.C. § 1815(e), as may be amended or supplemented from time to time, and any successor thereto) with respect to any institution that is not a direct or indirect Subsidiary of the Bank.

(d) In the event that the Bank or any Shareholder, as applicable, breaches its obligations under this Section 6.5 or believes that it is reasonably likely to breach such obligations, it shall immediately notify the other parties and shall cooperate in good faith with the affected other parties promptly to modify any ownership or other arrangements or take any other action, in each case as is necessary to cure or avoid such breach; *provided* that no such modification shall require any Shareholder to increase or (other than the breaching Shareholder) decrease its ownership interest in the Bank without the consent of such Shareholder.

(e) Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 6.5 shall supersede and control with respect to any other provision of this Agreement that may conflict with or that may result in a breach of any of the provisions described in this Section 6.5, and the provisions of this Section 6.5 shall apply, *mutatis mutandis*, to all of the provisions of this Agreement to the extent necessary to cause such other provisions of this Agreement to comply with this Section 6.5.

(f) Unless each of the Investor Shareholders are Sold-Down Investor Shareholders, or such Investor Shareholders are otherwise no longer entitled to appoint Investor Shareholder Nominees to the Board, the Bank shall not reduce the aggregate size of the Board to less than fifteen (15) members (including seats that are temporarily vacant) without the prior approval of the Superintendent of the New York State Department of Financial Services pursuant to that certain letter from Martin D. Cofsky, Deputy Superintendent for Banking, dated March 28, 2012.

6.6 Corporate Opportunities.

(a) Each Investor Shareholder and any of its Affiliates may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Bank or any Subsidiary thereof, and the Bank, any Subsidiary thereof, the Directors, the directors of any Subsidiary of the Bank and the other Shareholders shall have no rights by virtue of this Agreement in and to such ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Bank, shall not be deemed wrongful or improper.

(b) Except as otherwise provided below, no Investor Shareholder or any of its directors, principals, officers, members, limited or general partners, fiduciaries, managers, employees and/or other representatives (the “Investor Shareholder Parties”) or its or their Affiliates or Director designees shall be obligated to refer or present any particular business opportunity to the Bank or any Subsidiary thereof even if such opportunity is of a character that, if referred or presented to the Bank or any Subsidiary thereof, could be taken by the Bank or any

Subsidiary thereof, and any such Investor Shareholder, Investor Shareholder Party or any of its or their Affiliates, respectively, shall have the right to take for its own account (individually or as a partner, investor, member, participant or fiduciary) or to recommend to others such particular opportunity.

(c) In the event that a Director of the Bank who is also a director, officer or employee of an Investor Shareholder or any of its Affiliates acquires knowledge of a potential transaction or other matter which may be a corporate or business opportunity for both the Bank and such Investor Shareholder, such Director of the Bank shall have fully satisfied and fulfilled the fiduciary duty of such Director to the Bank and its shareholders with respect to such corporate or other business opportunity, if such Director acts in a manner consistent with the following policy: A business or corporate opportunity offered to any person who is a Director but not an officer of the Bank and who is a director, officer, employee, partner, member or shareholder of an Investor Shareholder or any of its Affiliates shall belong to the Bank only if such opportunity is expressly offered to such person in his or her capacity as a Director of the Bank, and otherwise shall belong to such Investor Shareholder.

(d) Notwithstanding Sections 6.6(b) and (c), if a particular opportunity is expressly presented by a third party to a Director or, to the actual knowledge of such Director, to the Investor Shareholder appointing such Director or any Investor Shareholder Parties or Affiliates thereof, as an opportunity specifically for the Bank or any of the Bank Subsidiaries, such opportunity shall be presented to the Board, and if both (x) the Bank or any Bank Subsidiary, and (y) any such Director or, to the actual knowledge of such Director, the Investor Shareholder appointing such Director or an Affiliate thereof, pursues such opportunity, such Investor Shareholder and any Director appointed by such Investor Shareholder shall have no right to participate in any vote or consent or deliberations of the Board or the Shareholders, as the case may be, with respect to such opportunity.

(e) No act or omission by an Investor Shareholder, any Investor Shareholder Party or any of their Affiliates in accordance with this Section 6.6 shall be considered contrary to (i) any fiduciary duty that such Investor Shareholder, any Investor Shareholder Party or any of their Affiliates may owe to the Bank or any of its Subsidiaries or to any other shareholder by reason of such Investor Shareholder being a shareholder of the Bank, or (ii) any fiduciary duty of any Director of the Bank or of any of its Subsidiaries who is also a director, officer or employee of an Investor Shareholder, any Investor Shareholder Party or any of their Affiliates to the Bank or any of its Subsidiaries, or to any shareholder thereof. Any person purchasing or otherwise acquiring any Bank Securities, or any interest therein, in connection with the transactions contemplated by the Transaction Documents or at any time thereafter shall be deemed to have notice of and to have consented to the provisions of this Section 6.6.

6.7 Further Assurances. Each of the parties shall, and shall cause their respective Affiliates to, execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement

(including, in the case of the Bank, the approval and adoption of any and all organizational documents to effectuate the transactions contemplated herein and by the Transaction Documents).

6.8 Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and to be performed entirely within such State.

6.9 Jurisdiction. The parties hereby irrevocably and unconditionally agree that any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York sitting in the borough of Manhattan, New York, New York, or, if that court does not have subject matter jurisdiction, in any New York State court located in The City and County of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 6.2 shall be deemed effective service of process on such party. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts referred to above for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.

6.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

6.11 Specific Enforcement. The parties hereto intend that each of the parties have the right to seek damages or specific performance in the event that any other party hereto fails to perform such party's obligations hereunder. Therefore, if any party shall institute any action or proceeding to enforce the provisions hereof, any party against whom such action or proceeding is brought hereby waives any claim or defense therein that the plaintiff party has an adequate remedy at law.

6.12 Benefits of Agreement. Nothing expressed by or mentioned in this Agreement is intended or shall be construed to give any Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns.

6.13 Counterparts; Effectiveness. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the

same agreement. Executed signature pages to this Agreement may be delivered by facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed as sufficient as if actual signature pages had been delivered.

6.14 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the documents referred to herein constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof and thereof.

6.15 Severability. If any provision of this Agreement or the application thereof to any Person (including the officers and directors of the Shareholders or the Bank) or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

6.16 Publicity. Subject to each party's disclosure obligations imposed by law or regulation, each of the parties hereto will cooperate with each other in the development and distribution of all news releases and other public information disclosures with respect to this Agreement and any of the transactions contemplated by this Agreement or the other Transaction Documents, and no party hereto will make any such news release or public disclosure without first consulting with the other parties hereto and receiving their consent (which shall not be unreasonably withheld, conditioned, or delayed), and each party shall coordinate with the others with respect to any such news release or public disclosure.

6.17 No Recourse. This Agreement may only be enforced against the named parties hereto. All claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may be made only against the entities that are expressly identified as parties hereto or that are subject to the terms hereof, and no past, present or future director, officer, employee, incorporator, member, manager, partner, stockholder, Affiliate, agent, attorney or representative of any of the Shareholders or any other party hereto (including any person negotiating or executing this Agreement on behalf of a party hereto) shall have any liability or obligation with respect to this Agreement or with respect to any claim or cause of action, whether in tort, contract or otherwise, that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby and by the other Transaction Documents.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

AMALGAMATED BANK

By: _____

Name:

Title:

 **EDWARD GREBOW**
PRESIDENT & CEO

Information for notices:

Amalgamated Bank

275 Seventh Avenue

New York, NY 10001

Attn: Edward Grebow

Facsimile: (212) 895-4721

Email: EdwardGrebow@amalgamatedbank.com

WLR RECOVERY FUND IV, L.P.

By: WLR Recovery Associates IV LLC
Its: General Partner

By: WL Ross Group, L.P.
Its: Managing Member

By: El Vedado LLC
Its: General Partner

By: _____

Name:

Title:

Information for notices:
WLR Recovery Fund IV, L.P.
c/o WL Ross & Co. LLC
1166 Avenue of the Americas
New York, NY 10036
Attn: Michael Gibbons,
Chief Financial Officer
Facsimile: (212) 278-9645
Email: MGibbons@wlross.com

With copies to:

WL Ross & Co. LLC
1166 Avenue of the Americas
New York, NY 10036
Attn: Benjamin Gruder, Esq.
Facsimile: (212) 278-9811

and

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Attn: David C. Ingles
Facsimile: (917) 777-2697

WLR IV PARALLEL ESC, L.P.

By: WLR Recovery Associates IV LLC

Its: Attorney-in-fact

By: WL Ross Group, L.P.

Its: Managing Member

By: El Vedado LLC

Its: General Partner

By: 

Name:

Title:

Information for notices:

WLR IV Parallel ESC, L.P.

c/o WL Ross & Co. LLC

1166 Avenue of the Americas

New York, NY 10036

Attn: Michael Gibbons,

Chief Financial Officer

Facsimile: (212) 278-9645

Email: MGibbons@wlross.com

With copies to:

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New York, NY 10036

Attn: Benjamin Gruder, Esq.

Facsimile: (212) 278-9811

and

Skadden, Arps, Slate, Meagher & Flom LLP

4 Times Square

New York, NY 10036

Attn: David C. Ingles

Facsimile: (917) 777-2697

WLR RECOVERY FUND V, L.P.

By: WLR Recovery Associates V LLC
Its: General Partner

By: WL Ross Group, L.P.
Its: Managing Member

By: El Vedado LLC
Its: General Partner

By: _____

Name:

Title:

Information for notices:
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By: WL Ross Group, L.P.

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By: El Vedado LLC

Its: General Partner

By: 

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New York, NY 10036

Attn: Benjamin Gruder, Esq.

Facsimile: (212) 278-9811

and

Skadden, Arps, Slate, Meagher & Flom LLP

4 Times Square

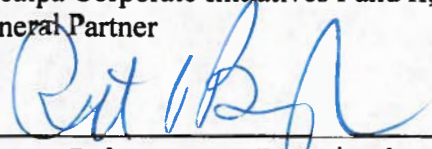
New York, NY 10036

Attn: David C. Ingles

Facsimile: (917) 777-2697

**YUCAIPA CORPORATE INITIATIVES
FUND II, L.P.**

By: Yucaipa Corporate Initiatives Fund II, LLC
Its: General Partner

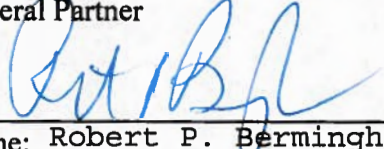
By: 
Name: Robert P. Bermingham
Title: Vice President

Information for Notices:
Yucaipa Corporate Initiatives Fund II, L.P.
c/o Yucaipa Corporate Initiatives Fund II,
LLC
9130 West Sunset Boulevard
Los Angeles, CA 90069
Attn: Robert P. Bermingham
Facsimile: (310) 789-1791

With copies to:
Munger, Tolles & Olson LLP
355 South Grand Avenue
Los Angeles, CA 90071
Attn: Robert B. Knauss and Jay M.
Fujitani
Facsimile: (213) 687-3702


**YUCAIPA CORPORATE INITIATIVES
(PARALLEL) FUND II, L.P.**

By: Yucaipa Corporate Initiatives Fund II, LLC
Its: General Partner

By: 
Name: Robert P. Bermingham
Title: Vice President

Information for Notices:
Yucaipa Corporate Initiatives (Parallel)
Fund II, L.P.
c/o Yucaipa Corporate Initiatives Fund II,
LLC
9130 West Sunset Boulevard
Los Angeles, CA 90069
Attn: Robert P. Bermingham
Facsimile: (310) 789-1791

With copies to:
Munger, Tolles & Olson LLP
355 South Grand Avenue
Los Angeles, CA 90071
Attn: Robert B. Knauss and Jay M.
Fujitani
Facsimile: (213) 687-3702

By: 
Name: Noel Beasley

Information for notices:
Noel Beasley
1123 S. Ridgeland Avenue
Oak Park, IL 60304
Fax:
Email:

By: 

Name: Clayola Brown

Information for notices:

Name: CLAYOLA BROWN

Address: 120 UVELL PLACE, N.E.

Washington, DC. 20011

Fax: - 202-508-3711

Email: CBrown@AFLCIO.org

**CHICAGO & MIDWEST REGIONAL
JOINT BOARD, WORKERS UNITED**

By: _____

Name: Noel Beasley

Title: Manager

Information for notices:

Name: NOEL BEASLEY

Address: CMRSB, WU
333 SOUTH ASHLAND AVENUE
CHICAGO, IL 60607

Attn: NOEL BEASLEY

Fax: 312 738 9985

Email: nbeasley@cmrjb.org

By: Lawrence D. Fruchtman
Name: Lawrence D. Fruchtman

Information for notices:

Lawrence D. Fruchtman

85 Carol Lane

New Rochelle, NY 10804

Fax: 212 895 4726

Email: larryfruchtman@amalgamatedbank.com

**NEW YORK-NEW JERSEY JOINT
BOARD, WORKERS UNITED**

By: Julie Kelly
Name: Julie Kelly
Title: General Manager

Information for notices:

Name: Julie Kelly
Address: 18 Washington Pl.
Newark, NJ 07102
Attn:
Fax:
Email: jkelly@workersunitednynj.org

**NEW YORK METROPOLITAN AREA
JOINT BOARD, WORKERS UNITED**

By: _____

Name: Edgar Romney

Title: Manager

Information for notices:

Name: EDGAR ROMNEY


Address: 275 SEVENTH AVENUE

Attn: NEW YORK, NY 10001

Fax: EDGAR ROMNEY

Email: edgar.romney@workers-
united.org

**WORKERS UNITED CANADA
COUNCIL**

By: 
Name: Barry Fowlie
Title: Director

Information for notices:

Name: BARRY FOWLIE
Address: 317 ADELAIDE ST. W.,
TORONTO, ON M5V 1P9

Attn:

Fax: 416-510-0891

Email: bfowlie@workersunitedunion.ca

**PENNSYLVANIA JOINT BOARD,
WORKERS UNITED**

By: _____

Name: David Melman

Title: Manager

Information for notices:

Name: DAVID MELMAN

Address: WORKERS UNITED, SEIU
1017 HAMILTON STREET

Attn: ALLENTOWN, PA 18101
DAVID MELMAN

Fax:

Email: dxmelman@aol.com

**PHILADELPHIA JOINT BOARD,
WORKERS UNITED**

By: _____

Name: Lynne P. Fox

Title: Manager

Information for notices:

Name: Lynne Fox

Address: 22 S. 22nd Street
Philadelphia, PA 19103

Attn: Lynne Fox

Fax: 215 751 0513

Email: LFOX@BUNITE@AOL.COM

By: Bruce Raynor
Name: Bruce Raynor

Information for notices:

Name: BRUCE RAYNOR

Address: 218 JEWETT ROAD
NYACK, NY 10960

Fax:

Email: bruce.raynor@rs-associates.org

By: Edgar Romney
Name: Edgar Romney


Information for notices:

Edgar Romney
206-18 47th Avenue
Bayside, NY 11361

Fax:

Email: EDGAR206@aol.com

ROCHESTER REGIONAL JOINT
BOARD, WORKERS UNITED

By: 
Name: Gary Bonadonna
Title: Manager

Information for notices:

Name: GARY BONADONNA
Address: 760 EAST AVENUE
ROCHESTER, NY 14607-2188
Attn: GARY BONADONNA
Fax: 585 473 2109
Email: gbona@rrjb.org

**SOUTHERN REGIONAL JOINT
BOARD, WORKERS UNITED**

By: 

Name: Harris L. Raynor

Title: Southern Regional Director

Information for notices:

Name: Harris L. Raynor

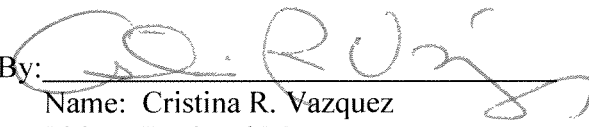
Address: 4405 Mall Blvd., Suite 600
Union City, GA 30291

Attn: Harris L. Raynor

Fax: (770) 306-8939

Email: hlraynor@bellsouth.net

**WESTERN STATES REGIONAL
JOINT BOARD, WORKERS UNITED**

By: 
Name: Cristina R. Vazquez
Title: Regional Manager

Information for notices:

Name: CRISTINA R. VAZQUEZ

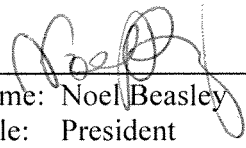
Address: WSRJB
920 SOUTH ALVARADO STREET
LOS ANGELES, CA 90006

Attn: CRISTINA R. VAZQUEZ

Fax: 213 385 2615

Email: crv53@aol.com

WORKERS UNITED

By: 
Name: Noel Beasley
Title: President

Information for notices:

Name: NOEL BEASLEY
Address: WORKERS UNITED
12 WEST 31ST STREET 12TH FLOOR
NEW YORK, NY 10001
Attn: NOEL BEASLEY
Fax: 212 366 0973
Email: nbeasley@cmrj.org

EXHIBIT A

SHAREHOLDERS

INVESTOR SHAREHOLDERS:

WL Ross Shareholders:

WLR Recovery Fund IV, L.P.

WLR IV Parallel ESC, L.P.

WLR Recovery Fund V, L.P.

WLR V Parallel ESC, L.P.

Yucaipa Shareholders:

Yucaipa Corporate Initiatives Fund II, L.P.

Yucaipa Corporate Initiatives (Parallel) Fund II, L.P.

KEY HOLDERS:

Noel Beasley

Clayola Brown

Chicago & Midwest Regional Joint Board, Workers United

Lawrence Fruchtman

New York Metropolitan Area Joint Board, Workers United

New York-New Jersey Joint Board, Workers United

Workers United Canada Council

Pennsylvania Joint Board, Workers United

Philadelphia Joint Board, Workers United

Bruce Raynor

Rochester Regional Joint Board, Workers United

Edgar Romney

Southern Regional Joint Board, Workers United

Western States Regional Joint Board, Workers United

Workers United

EXHIBIT B

FORM OF DIRECTOR INDEMNIFICATION AGREEMENT

EXHIBIT B TO INVESTOR RIGHTS AGREEMENT

AMALGAMATED BANK FORM OF INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”), dated as of [•], is made between Amalgamated Bank, a New York State banking corporation (the “Bank”), and [•] (“Indemnatee”).

RECITALS

- A. Indemnatee is willing to serve as a director of the Bank, and in such capacity Indemnatee will perform valuable services for the Bank.
- B. The bylaws of the Bank (the “Bylaws”) provide for the indemnification of members of its Board of Directors to the full extent permitted by the laws of the State of New York, including the New York Banking Law (the “Act”).
- C. The Act is not exclusive in the rights provided, and it contemplates that agreements may be entered into between the Bank and the members of its Board of Directors, as well as its officers, employees and/or agents with respect to the indemnification of such directors, officers, employees and/or agents.
- D. In order to induce Indemnatee to serve as a director of the Bank, the Bank has agreed to enter into this Agreement with Indemnatee.

AGREEMENT

In consideration of the recitals above, the mutual covenants and agreements herein contained, and Indemnatee’s service as a director of the Bank after the date hereof, the parties to this Agreement agree as follows:

1. Indemnity of Indemnatee

1.1 Scope. If Indemnatee was or is made a party, or is threatened to be made a party, to or is otherwise involved (including, without limitation, as a witness) in any Proceeding (as defined below), subject to Section 5, the Bank agrees to and shall hold harmless and indemnify Indemnatee from and against any and all losses, claims, damages, liabilities or expenses (including attorneys’ fees, judgments, fines, taxes or penalties, amounts paid in settlement and other expenses incurred in connection with such Proceeding), which are actually incurred by Indemnatee in connection with such Proceeding and are reasonably documented (collectively, “Damages”) to the full extent permitted by law, notwithstanding that such indemnification is not specifically authorized by this Agreement, the Bank’s Organization Certificate (the “Charter”), the Bylaws, the Act or otherwise. In the event of any change, after the date of this Agreement, in any applicable law, statute or rule regarding the right of a New York banking institution to indemnify a member of its Board of Directors, such change, to the extent that it would expand Indemnatee’s rights hereunder, shall be within the purview of Indemnatee’s rights and the Bank’s

obligations hereunder, and, to the extent that it would narrow Indemnatee's rights hereunder, shall be excluded from this Agreement.

1.2 Nonexclusivity. The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnatee may be entitled under the Act, the Charter, the Bylaws, any agreement, any general or specific action of the Bank's Board of Directors, vote of shareholders or otherwise. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the Charter or Bylaws, it is the intent of the parties hereto that the Indemnatee shall enjoy the greater benefits regardless of whether contained herein, in the Charter or in the Bylaws. No amendment or alteration of the Charter or Bylaws or any other agreement shall adversely affect the rights provided to Indemnatee under this Agreement.

1.3 Partial Indemnity. If Indemnatee is entitled under any provision of this Agreement to indemnification by the Bank for some or a portion of Indemnatee's expenses incurred in any Proceeding, but not, however, for all of the total amount thereof, the Bank shall nevertheless indemnify Indemnatee for the portion thereof to which Indemnatee is entitled.

1.4 Burden of Proof. In connection with any determination by the Board of Directors, any court or otherwise as to whether Indemnatee is entitled to be indemnified hereunder, the Board of Directors or court shall presume that Indemnatee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Bank or its representative to establish that Indemnatee is not so entitled.

1.5 Reliance as Safe Harbor. Indemnatee shall be entitled to indemnification for any action or omission to act undertaken (i) in good faith reliance upon the records of the Bank, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnatee by the officers or employees of the Bank or any of its subsidiaries in the course of their duties, or by committees of the Board of Directors, or (ii) on behalf of the Bank in furtherance of the interests of the Bank in good faith in reliance upon, and in accordance with, the advice of the Bank's legal counsel, accountants or other advisors, provided such legal counsel or accountants were selected with reasonable care by or on behalf of the Bank. In addition, the knowledge and/or actions, or failures to act, of any other director, officer, agent or employee of the Bank shall not be imputed to Indemnatee for purposes of determining the right to indemnity hereunder.

1.6 Definition of Proceeding. For purposes of this Agreement, "Proceeding" shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, in which Indemnatee is, was or becomes involved by reason of the fact that Indemnatee, or Indemnatee's testator or intestate, is or was a director of the Bank or that, being or having been such a director, Indemnatee is or was serving at the Bank's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (collectively a "Related Company"), including service with respect to an employee benefit plan; provided, however, that, except with respect to an action to enforce the provisions of this Agreement, "Proceeding" shall not include any action, suit or proceeding instituted by or

at the direction of Indemnatee unless such action, suit or proceeding is or was authorized by the Bank's Board of Directors.

1.7 Survival. The indemnification provided under this Agreement shall apply to any and all Proceedings, notwithstanding that Indemnatee has ceased to be a director of the Bank, or a director, officer, partner, trustee, employee or agent of a Related Company.

1.8 Liability Insurance. The Bank shall use its reasonable best efforts to purchase and maintain a policy or policies of insurance with reputable insurance companies with A.M. Best Financial Strength Ratings of "B+" or better, providing Indemnatee with coverage for any liability asserted against, or incurred by, Indemnatee or on Indemnatee's behalf by reason of the fact that Indemnatee is or was a director of the Bank or that, being or having been such a director, Indemnatee is or was serving at the Bank's request as a director, officer, partner, trustee, employee or agent of a Related Company, including service with respect to an employee benefit plan, whether or not the Bank would have the power to indemnify Indemnatee against such liability under the provisions of this Agreement. Such insurance policies shall have coverage terms and policy limits at least as favorable to Indemnatee as the insurance coverage provided to any other director or officer of the Bank. If the Bank has such insurance in effect at the time the Bank receives from Indemnatee any notice of the commencement of a Proceeding, the Bank shall give prompt notice of the commencement of such Proceeding to the relevant insurer in accordance with the procedures set forth in the policy. The Bank shall thereafter take all necessary or desirable action to cause any such insurer to pay, on behalf of Indemnatee, all amounts payable as a result of such Proceeding in accordance with the terms of such policy.

2. Expense Advances; Indemnification Procedure

2.1 Generally. Subject to Section 2.2 and Section 5, the right to indemnification of Damages conferred by Section 1 shall include the right to have the Bank pay any expenses of Indemnatee indemnifiable pursuant to Section 1.1 hereof as such expenses are incurred and in advance of such Proceeding's final disposition (such right is referred to hereinafter as an "Expense Advance"). The Indemnatee's right to an Expense Advance is absolute and shall not be subject to any condition that the Bank's Board of Directors shall not have determined that the Indemnatee is not entitled to be indemnified under applicable law. Requests of Indemnatee for advances shall be made in writing and shall provide a reasonable accounting for the expenses to be advanced by the Bank.

2.2 Conditions to Expense Advance. The Bank's obligation to provide an Expense Advance is subject to the following conditions:

2.2.1 Undertaking. If the Proceeding arose in connection with Indemnatee's service as a director of the Bank, then Indemnatee or his or her representative shall have executed and delivered to the Bank a written undertaking, which must be an unlimited general obligation, but shall be unsecured and interest-free and shall be accepted without reference to Indemnatee's financial ability to make repayment, by or on behalf of Indemnatee to repay all Expense Advances if and to the extent that it shall ultimately be determined by a final, unappealable

decision rendered by a court having jurisdiction over the parties and the question that Indemnatee is not entitled to be indemnified by the Bank as authorized hereby.

2.2.2 Cooperation. Indemnatee shall give the Bank such information and cooperation as it may reasonably request and as shall be within Indemnatee's power.

2.2.3 Affirmation. Indemnatee shall furnish, upon request by the Bank and if required under applicable law, a written affirmation of Indemnatee's good faith belief that he or she has met the standard of conduct described in Section 7018 of the Act.

2.3 Indemnification Procedure. To obtain indemnification under this Agreement, Indemnatee shall submit to the Bank a written request, including therein or therewith such documentation and information as is reasonably available to Indemnatee and is reasonably necessary to determine whether and to what extent Indemnatee is entitled to indemnification. The Secretary of the Bank shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnatee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnatee to provide such a request to the Bank, or to provide such a request in a timely fashion, shall not relieve the Bank of any liability that it may have to Indemnatee unless, and to the extent that, such failure actually and materially prejudices the interests of the Bank. Upon any such written request by Indemnatee for indemnification, a determination with respect to Indemnatee's entitlement thereto shall be made in the specific case in the manner required by applicable law, including Section 7020 of the Act. Indemnatee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any written request pursuant to this Section 2.3 shall be directed to the General Counsel of the Bank at the address shown on the signature page of this Agreement (or such other address as the Bank shall designate in writing to Indemnatee pursuant to Section 10).

3. Priority

3.1 Bank Fully and Primarily Responsible. Given that certain Jointly Indemnifiable Claims may arise due to the relationship between the Fund Entities and the Bank, and the service of Indemnatee as a director of the Bank at the request of the Fund Entities, the Bank acknowledges and agrees that the Bank shall be fully and primarily responsible for the indemnification and advancement of expenses of Indemnatee in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement and applicable law, irrespective of any right of recovery Indemnatee may have from the Fund Entities or any of their respective Affiliates. Under no circumstances shall the Bank be entitled to any right of contribution by the Fund Entities or any of their Affiliates and no right of recovery Indemnatee may have from the Fund Entities or any of their respective Affiliates shall reduce or otherwise alter the rights of Indemnatee or the obligations of the Bank under this Agreement. In the event that any of the Fund Entities shall make any payment to the Indemnatee in respect of indemnification or advancement of expenses with respect to any Jointly Indemnifiable Claim, the

Fund Entities making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee against the Bank under the terms of this Agreement, and the Indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Fund Entities effectively to bring suit to enforce such rights. Each of the Fund Entities shall be third-party beneficiaries with respect to this Section 3, entitled to enforce this Section 3 against the Bank as though each of the Fund Entities were a party to this Agreement.

3.2 Definitions. For purposes of this Section 3:

3.2.1 Affiliate. “Affiliate” shall mean, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such other person. For purposes of this definition, (i) “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) when used with respect to any person, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such person, whether through the ownership of voting securities by contract or otherwise, and (ii) “person” has the meaning given to it in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or any successor statute and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

3.2.2 Fund Entities. “Fund Entities” shall mean any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (other than the Bank or any Related Company as to which Indemnitee has agreed, on behalf of the Bank or at the Bank’s request, to serve as a director, officer, partner, trustee, employee or agent and which service is covered by this Agreement) from whom Indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Bank may also have an indemnification or advancement obligation.

3.2.3 Jointly Indemnifiable Claims. “Jointly Indemnifiable Claim” shall mean any claim for which Indemnitee may be entitled to indemnification both from any Fund Entity, on the one hand, and the Bank, on the other hand, pursuant to applicable law, any indemnification agreement or the certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Bank or such Fund Entity.

4. Procedures for Enforcement

4.1 Enforcement. In the event that (i) a determination is made pursuant to Section 2.3 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) an Expense Advance is not made pursuant to Section 2.1 and 2.2 of this Agreement within 20 days after receipt by the Bank of a written request therefor, or (iii) payment of indemnification is not made within 20 days after any required determination has been made that Indemnitee is entitled to indemnification, Indemnitee shall be entitled, for a period of one year after any such determination is made or receipt by the Bank of any such written request therefor, as the case may be, to an adjudication in a Chosen Court (as defined below) of Indemnitee’s entitlement to

such indemnification (an “Enforcement Action”). It shall be a defense to any such action that Indemnatee has not met the standards of conduct which make it permissible under applicable law for the Bank to indemnify Indemnatee for the amount claimed.

4.2 Presumptions in Enforcement Action. In any Enforcement Action the following presumptions (and limitation on presumptions) shall apply:

(a) The Bank shall conclusively be presumed to have entered into this Agreement and assumed the obligations imposed on it hereunder in order to induce Indemnatee to serve as a director of the Bank;

(b) Neither (i) the failure of the Bank (including the Bank’s Board of Directors, independent or special legal counsel or the Bank’s shareholders) to have made a determination prior to the commencement of the Enforcement Action that indemnification of Indemnatee is proper in the circumstances nor (ii) an actual determination by the Bank, its Board of Directors, independent or special legal counsel or shareholders that Indemnatee is not entitled to indemnification shall be a defense to the Enforcement Action or create a presumption that Indemnatee is not entitled to indemnification hereunder; and

(c) If Indemnatee is or was serving as a director, officer, employee, trustee or agent of a corporation of which a majority of the shares entitled to vote in the election of its directors is held by the Bank or in an executive or management capacity in a partnership, joint venture, trust or other enterprise of which the Bank or a wholly-owned subsidiary of the Bank is a general partner or has a majority ownership, then such corporation, partnership, joint venture, trust or enterprise shall conclusively be deemed a Related Company and Indemnatee shall conclusively be deemed to be serving such Related Company at the request of the Bank.

4.3 Attorneys’ Fees and Expenses for Enforcement Action. In the event Indemnatee is required to bring an Enforcement Action, the Bank shall indemnify and hold harmless Indemnatee against all of Indemnatee’s fees and expenses in bringing and pursuing the Enforcement Action (including attorneys’ fees at any stage, including on appeal), which fees and expenses are actually and reasonably incurred by Indemnatee in connection with such Enforcement Action and are reasonably documented; provided, however, that the Bank shall not be required to provide such indemnity for such attorneys’ fees or expenses if a court of competent jurisdiction determines that each of the material assertions made by Indemnatee in such Enforcement Action was not made in good faith or was frivolous.

5. Limitations on Indemnity; Mutual Acknowledgment

5.1 Limitation on Indemnity. Notwithstanding anything herein to the contrary, no indemnity pursuant to this Agreement shall be provided by the Bank:

(a) For Damages that have been paid directly to Indemnatee by any other source (including an insurance carrier under a policy of officers’ and directors’ liability insurance maintained by the Bank) other than Fund Entities pursuant to Section 3;

(b) On account of Indemnatee's conduct which is finally adjudged to fall within one or more of the exclusions set forth in the Act or other applicable law;

(c) If a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful; or

(d) With regard to any judicial award if the Bank was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action; provided, however, that the Bank's liability hereunder shall not be excused if participation in the Proceeding by the Bank was not permitted by this Agreement.

5.2 Legal Limitation. Both the Bank and Indemnatee acknowledge that in certain instances, applicable law or regulation may prohibit the Bank from or limit the Bank in indemnifying its directors and officers, and/or the directors and officers of any Related Company under this Agreement or otherwise. The Indemnatee further acknowledges that regulatory approval may be, under applicable law or regulation, required in advance of, and as a condition to, any payment hereunder. To the extent that any such approval must be obtained by the Bank, the Bank shall take all actions reasonably necessary to obtain any such approval and to file all notices with respect to any indemnification payment required by Section 7022 of the Act or otherwise. Notwithstanding anything herein to the contrary, the Bank shall not be required to make any indemnification payment (including without limitation any Expense Advance) to the extent such payment is prohibited or limited pursuant to 12 U.S.C. § 1828(k) or by 12 C.F.R. Part 359 or Sections 7018 - 7023 of the Act or any other provision of applicable law and any such payment made shall be in compliance with requirements imposed pursuant to 12 U.S.C. § 1828(k) or by 12 C.F.R. Part 359 or Sections 7018 - 7023 of the Act or any other provision of applicable law (including without limitation any required agreements of Indemnatee).

6. Notification and Defense of Claim

6.1 Notification. Promptly after receipt by Indemnatee of notice of the commencement of any Proceeding, Indemnatee will, if a claim in respect thereof is to be made against the Bank under this Agreement, notify the Bank of the commencement thereof; but the omission to so notify the Bank will not relieve the Bank from any liability which it may have to Indemnatee under this Agreement unless and only to the extent that such omission can be shown to have actually and materially prejudiced the Bank's ability to defend the Proceeding. Notice to the Bank shall be directed to the General Counsel of the Bank at the address shown on the signature page of this Agreement (or such other address as the Bank shall designate in writing to Indemnatee pursuant to Section 10).

6.2 Defense of Claim. With respect to any Proceeding as to which Indemnatee seeks indemnification or reimbursement hereunder:

(a) The Bank may participate therein at its own expense;

(b) The Bank, by itself or jointly with any other indemnifying party similarly notified, may assume the defense thereof, with counsel reasonably satisfactory to Indemnatee.

After notice from the Bank to Indemnatee of its election to assume the defense thereof, the Bank shall not be liable to Indemnatee under this Agreement for any legal or other expenses (other than reasonable costs of investigation) subsequently incurred by Indemnatee in connection with the defense thereof unless (i) the employment of counsel by Indemnatee has been authorized by the Bank, (ii) Indemnatee shall have reasonably concluded that there may be a conflict of interest between the Bank and Indemnatee in the conduct of the defense of such action, or (iii) the Bank shall not within 30 days, in fact, have employed counsel to assume the defense of such action, in each of which cases the fees and expenses of counsel shall be at the expense of the Bank. The Bank shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Bank or as to which Indemnatee shall have made the conclusion provided for in clause (ii) above. For the avoidance of doubt, Indemnatee shall not be required to utilize counsel selected by or representing the Bank or any other Indemnatee without the express consent of Indemnatee, which consent may be withheld in his or her discretion;

(c) Subject to the Bank's compliance with its obligations under Section 2.1, the Bank shall not be liable to indemnify Indemnatee under this Agreement for any amounts paid in settlement of any Proceeding effected without its written consent;

(d) The Bank shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnatee without Indemnatee's written consent;

(e) Indemnatee shall give the Bank such information and cooperation as it may reasonably request and as shall be within Indemnatee's power;

(f) To the fullest extent permitted by applicable law, the Bank's assumption of the defense of a Proceeding pursuant to this Section 6 will constitute an irrevocable acknowledgement by the Bank that any expenses incurred by or for the account of Indemnatee that are payable by the Bank pursuant to Section 6.2(b) in connection therewith are indemnifiable by the Bank hereunder.

7. Subrogation

In the event of payment under this Agreement by or on behalf of the Bank, except as provided in Section 3, the Bank shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee, who shall execute all papers that may be required and shall do all things that may be necessary to secure such rights, including without limitation, the execution of such documents as may be necessary to enable the Bank effectively to bring suit to enforce such rights. The Bank shall pay or reimburse all expenses actually and reasonably incurred by Indemnatee in connection with such subrogation.

8. Severability

Nothing in this Agreement is intended to require or shall be construed as requiring the Bank to do or fail to do any act in violation of applicable law. The Bank's inability, pursuant to court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. The provisions of this Agreement shall be severable, as provided in this Section

8. If this Agreement or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Bank shall nevertheless indemnify Indemnatee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated, and the balance of this Agreement not so invalidated shall be enforceable in accordance with its terms.

9. Governing Law; Binding Effect; Amendment and Termination; Specific Performance

(a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Bank), assigns, spouses, heirs, executors and personal and legal representatives. The Bank shall require and cause any successor(s) (whether directly or indirectly, whether in one or a series of transactions, and whether by purchase, merger, consolidation, or otherwise) to all or a significant portion of the business and/or assets of the Bank and/or its subsidiaries (on a consolidated basis) expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Bank would be required to perform if no such succession had taken place; provided that no such assumption shall relieve the Bank from its obligations hereunder and any obligations shall thereafter be joint and several. Except as provided in Section 3.1, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement to any persons other than the parties to it and their respective successors and assigns (including an estate of Indemnatee), nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party hereto.

(c) No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by both parties.

(d) The parties recognize that if any provision of this Agreement is violated by the parties hereto, Indemnatee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnatee shall be entitled, if Indemnatee so elects, to institute proceedings, either in law or at equity, to obtain damages, to obtain specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnatee may elect to pursue.

(e) The parties hereby irrevocably and unconditionally agree that any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York sitting in the borough of Manhattan, New York, New York, or, if that court does not have subject matter jurisdiction, in any New York State court located in The City and County of New York (such courts, the "Chosen Courts"), and each of the parties hereby irrevocably consents to the jurisdiction of the Chosen Courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding

and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any Chosen Court or that any such suit, action or proceeding which is brought in any Chosen Court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any Chosen Court. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Chosen Courts for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Miscellaneous

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the party addressee, on the date of such receipt, or (ii) if mailed by domestic certified or registered mail, postage prepaid, on the third business day after the date postmarked. Addresses for notice to either party are as shown on the signature page of this Agreement or as subsequently modified by written notice given pursuant to this Section 10.

(b) This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall constitute an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on and as of the day and year first above written.

AMALGAMATED BANK

By: _____
Name:
Title:

[Signature Page to Indemnification Agreement]

INDEMNITEE

By: _____

Name: _____

SCHEDULE I

DIRECTORS

Name of Director	Class of Director	Type of Nominee per Section 2.2(b)
Edward Grebow	Class I	Executive Nominee
Stephen Toy	Class II	WL Ross Nominee
Gerald McConnell	Class II	Yucaipa Nominee
Lynne Fox	Class II	Board Nominee
Julie Kelly	Class II	Board Nominee
Wilfredo Larancuent	Class II	Board Nominee
Robert Dinerstein	Class II	Independent Nominee
Noel Beasley	Class III	Board Nominee
Gary Bonadonna	Class III	Board Nominee
Clayola Brown	Class III	Board Nominee
Bruce Raynor ¹	Class III	Board Nominee
Edgar Romney	Class III	Board Nominee
Donald Bouffard	Class I	Independent Nominee
Peter Novak ²	Class III ³	Independent Nominee

¹ To serve until the 2012 annual meeting of the stockholders of the Bank.

² To serve upon receipt of regulatory approval.

³ If regulatory approval is received after closing, Mr. Novak will be an unclassified director.

EXHIBIT 4.3 TO FORM 10

Form of Investor Rights Agreement

FORM OF INVESTOR RIGHTS AGREEMENT

dated as of _____, 2018

by and among

AMALGAMATED BANK

and

THE WORKERS UNITED RELATED PARTIES PARTY HERETO

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INVESTOR RIGHTS AGREEMENT

INVESTOR RIGHTS AGREEMENT (this “Agreement”), dated as of _____, 2018 (the “Closing Date”), by and among Amalgamated Bank, a New York state-chartered non-member bank (the “Bank”), the entities listed on Exhibit A hereto (each, respectively, a “Workers United Related Party”).

RECITALS:

WHEREAS, concurrent with the effective time of this Agreement, the Bank is consummating an initial public offering of _____ shares of the Bank’s Class A Voting Common Stock, par value \$10.00 per share (the “Class A Common Stock”), resulting in aggregate gross proceeds of _____ U.S. dollars (\$_____) (the “IPO”).

WHEREAS, the IPO constitutes “Qualifying Registration Event” as defined in the Investor Rights Agreement, dated as of April 11, 2012, by and among the Bank and the various stockholders party thereto (the “Existing Agreement”) and, accordingly, the Existing Agreement will terminate pursuant to Section 6.3(e)(iii) thereof upon consummation of the IPO;

WHEREAS, the Bank and the Workers United Related Parties desire to provide herein for certain agreements with respect to the corporate governance, shareholdings and certain other matters relating to the Bank following the IPO.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions.

(a) The following terms, as used herein, have the following meanings:

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such other Person, *provided* that no security holder of the Bank shall be deemed to be an Affiliate of any other security holder of the Bank or any of its Subsidiaries solely by reason of any investment in the Bank or its Subsidiaries. For purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of management or policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Applicable Regulator” means the Federal Reserve, the FDIC, the New York State Department of Financial Services, the Federal Trade Commission, the United States

Department of Justice or any other federal, state, local or foreign regulatory agency or subdivision, related entity or instrumentality thereof having jurisdiction over any Person.

“Associate” (including its correlative meaning “Associated with”) of a specified Person means any individual who is a current or former director, officer, employee or controlling equity holder of such specified Person, a member of the Immediate Family of such specified Person or of any director, officer or controlling equity holder of such specified Person, or currently a party to a contractual relationship with such specified Person pursuant to which such individual is entitled to receipt of material pecuniary consideration.

“Bank Securities” means (i) Class A Common Stock, (ii) securities convertible into or exercisable or exchangeable for Class A Common Stock, (iii) any other equity or equity-linked security issued by the Bank, including any preferred stock issued by the Bank, and (vi) options, warrants or other rights to acquire Common Stock, Preferred Stock or any other equity or equity-linked security issued by the Bank, including any preferred stock issued by the Bank.

“BHC Act” means the Bank Holding Company Act of 1956, as amended.

“Bylaws” means the bylaws of the Bank, as amended and restated from time to time.

“Board” means the board of directors of the Bank.

“Business Day” means, with respect to any act to be performed hereunder, each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions in New York, New York or other applicable places where such act is to occur are authorized or obligated by applicable law, regulation or executive order to close.

“Charter” means the organization certificate of the Bank, as amended or restated from time to time.

“Closing” means the closing of the IPO.

“Director” means, unless otherwise provided, a member of the Board.

“Exchange” means The Nasdaq Global Market.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“FDIC” means the Federal Deposit Insurance Corporation, or any successor agency or entity.

“Federal Reserve” means the Board of Governors of the Federal Reserve System, or any successor agency or entity.

“Federal Reserve Act” means the Federal Reserve Act of 1913, as amended.

“GAAP” shall mean U.S. generally accepted accounting principles, as in effect from time to time.

“Governmental Entity” means any court, administrative agency or commission or other governmental authority or instrumentality, whether federal, state, local or foreign, and any applicable industry self-regulatory organization.

“Immediate Family” means, with respect to any individual, such individual’s spouse, lineal ancestors, lineal blood or adopted descendants and any trust for any of their benefit or any partnership or limited liability company in which only such Persons own equity interests

“Independent Nominee” means a person who is nominated for election to the Board, or is currently serving as a Director, and is “independent” in accordance with the rules of the Exchange and applicable Law.

“Law” means any applicable domestic (federal, state or local) or foreign law, statute, ordinance, license, rule, regulation, policy or guideline, order, demand, writ, injunction, decree or judgment of any Governmental Entity.

“Material Subsidiary” shall mean any Subsidiary of the Bank which (together with such Subsidiary’s Subsidiaries) represents ten percent (10%) or more of the net income for the trailing four quarters or, on a book value basis, ten percent (10%) or more of the assets of the Bank and its Subsidiaries, taken as a whole.

“Permitted Transferee” shall mean any general or limited partner, member, stockholder, parallel investment fund, co-investment fund, successor investment fund or Affiliate of a Stockholder, or a trust the beneficiaries of which include only such general or limited partner, member, stockholder or Affiliate; *provided* that a Transfer or other disposition to the general or limited partners, members or stockholders of such Stockholder shall not be deemed to be a sale or other disposition to a Permitted Transferee unless the sale or other disposition is made on a pro rata basis to all such partners, members or stockholders; *provided further*, that in the case of a Stockholder who is a Workers United Related Party, “Permitted Transferee” shall include any other Workers United Related Party.

“Person” means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Entity or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

“Pro Rata Portion” means, with respect to any Stockholder relative to any specified group of Stockholders at any time, (i) the total number of shares of Class A Common Stock held by such Stockholder at such time divided by (ii) the total number of shares of Class A Common Stock held by all members of such group at such time, and, in the case of each (i) and (ii), treating for these purposes any Bank Securities convertible into or exercisable or exchangeable for Class A Common Stock as shares of Class A Common Stock in an amount equal to the number of shares of Class A Common Stock into which such Bank Securities are then convertible.

“Qualifying Registration Event” has the meaning ascribed thereto in the Existing Agreement and the Registration Rights Agreement.

“Registration Rights Agreement” means that certain Registration Rights Agreement, dated as of April 11, 2012, by among the Bank and the stockholders named therein.

“SEC” means the U.S. Securities and Exchange Commission, or any successor agency or entity.

“Securities Act” means the Securities Act of 1933, as amended.

“Subsidiary” means, with respect to any Person, any corporation, partnership, joint venture, limited liability company or other entity (i) of which such Person or a subsidiary of such Person is a general partner or (ii) of which a majority of the voting securities or other voting interests, or a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or Persons performing similar functions with respect to such entity, is directly or indirectly owned by such Person and/or one or more subsidiaries thereof .

“Subsidiary Securities” means any shares of capital stock or equity securities of any Subsidiary of the Bank, any options, warrants or other rights to acquire any shares of capital stock or equity securities of any Subsidiary of the Bank and any other securities convertible into or exercisable or exchangeable for (or entitling the holder thereof to subscribe for) any shares of capital stock or equity securities of any Subsidiary of the Bank.

“Transfer” means, with respect to the Bank Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Bank Securities or any participation or interest therein, or agree or commit to do any of the foregoing or enter into any hedging or other derivative transaction that has the effect of materially changing the economic benefits or risks of ownership of any Bank Securities and (ii) when used as a noun, sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Bank Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing or the entry into any other hedging or other derivative transaction that has the effect of materially changing the economic benefits or risks of ownership of any Bank Securities.

“Voting Securities” shall mean shares of Class A Common Stock and any other securities of the Bank entitled to vote together with the Class A Common Stock as a single class on all matters with respect to which the Class A Common Stock is entitled to vote (whether owned as of the date hereof or hereafter acquired).

“Workers United Related Parties” means Workers United and any joint boards, locals or similar organizations authorized under the constitution of Workers United and listed on Exhibit A hereto.

“WURP Nominee” means a director designated or to be designated by Workers United pursuant to this Agreement.

Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Bank	Preamble
Class A Common Stock	Recitals
Closing Date	Preamble
Demand Offering	3.2
Designated Committee	2.5(c)
Exercise Notice	3.1(c)
Existing Agreement	Recitals
FDIC Policy Statement	3.2
Investor Stockholder Nominee	Schedule I
IPO	Recitals
Issuance Notice	3.1(b)
Offering Expenses	3.6
Opinion of Counsel	4.4(f)
Piggyback Offering	3.3
Replacement WURP Nominee	2.3(c)
Suspension Notice	3.5(e)
Vacancy Event	2.3(c)
Volume Limitation	3.1(c)(i)
Workers United Related Party	6.6(b)
Workers United Related Party Nominees	2.2(b)(iii)

1.2 Other Definitional and Interpretative Provisions. The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as

a whole and not to any particular provision of this Agreement and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by those words or words of like import. References to any agreement or contract, including this Agreement, mean such agreement or contract as amended, modified, extended or supplemented from time to time in accordance with the applicable provisions hereof and thereof. Unless otherwise specified, references in this Agreement to any Law or regulation include references to such Law or regulation as amended, modified or replaced from time to time and any Laws or regulations made pursuant to such Law or regulation; provided, that nothing in this Section 1.2 shall operate to increase the liability of any party beyond that which would have existed had this sentence in this Section 1.2 been omitted. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any reference to “days” means calendar days unless Business Days are expressly specified. If any action under this Agreement is required to be done or taken on a day that is not a Business Day, then such action shall be required to be done or taken not on such day but on the first succeeding Business Day thereafter. References to one gender include all genders and references to the singular include the plural and vice versa. References to Articles, Sections, Exhibits and Schedules are to articles, sections, exhibits and schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. The Table of Contents and the headings of Articles and Sections hereof are provided for convenience only and are not to serve as a basis for interpretation or construction, and shall not constitute a part of this Agreement.

ARTICLE II

CORPORATE GOVERNANCE

2.1 Number of Directors and Board Chair. For so long as the Workers United Related Parties, together with their Affiliates and Permitted Transferees, collectively continue to hold a number of shares of Class A Common Stock that represents at least:

(a) Ten percent (10%) of the total voting power of all then-outstanding Voting Securities, the Bank and each of the Workers United Related Parties shall take all requisite corporate action within its control as is reasonably necessary to ensure that the number of Directors is fixed by the Bylaws at thirteen (13).

(b) Twenty percent (20%) of the total voting power of all then-outstanding Voting Securities, the Bank, and each of the Workers United Related Parties shall take all requisite corporate action within its control as is reasonably necessary to ensure that the Board Chair is a WURP Nominee.

2.2 Initial Composition of the Board.

(a) At and immediately following the Closing, the individuals set forth on Schedule I shall be the incumbent Directors.

(b) From and after the Closing, the Bank shall take all requisite corporation action with respect to the nomination of Directors for service on the Board, subject in each case, to satisfaction of all applicable legal and governance requirements regarding service as a Director, as follows:

(i) For so long as the Workers United Related Parties, together with their Affiliates and Permitted Transferees, collectively continue to hold a number of shares of Class A Common Stock that represents:

(A) at least twenty percent (20%) of the total voting power of all then-outstanding Voting Securities, five nominees shall be WURP Nominees; *provided, however*, that two of the five WURP Nominees shall each also be an Independent Nominee;

(B) between fifteen percent (15%) and nineteen and 9/10s percent (19.9%) of the total voting power of all then-outstanding Voting Securities, four nominees shall be WURP Nominees; *provided, however*, that two of the four WURP Nominees shall also be an Independent Nominee;

(C) between ten percent (10%) and fourteen and 9/10s percent (14.9%) of the total voting power of all then-outstanding Voting Securities, three nominees shall be WURP Nominees; *provided, however*, that one of the three WURP Nominees shall also be an Independent Nominee; and

(D) between five percent (5%) and nine and 9/10s percent (9.9%) of the total voting power of all then-outstanding Voting Securities, two nominees shall be WURP Nominees; *provided, however*, that one of the two WURP Nominees shall also be an Independent Nominee.

(ii) in each case and subject to the Board nomination rights of any other stockholder, the remaining nominees shall be designated by the Nominating and Governance Committee of the Board.

(c) Each of the WURP Nominees shall hold office until the earlier of (x) a Vacancy Event with respect to such WURP Nominee and (y) the election of a Replacement WURP Nominee in accordance with the provisions of Section 2.3 or the resignation of the WURP Nominee in accordance with Section 2.3(b).

(d) If, at any time, the Workers United Related Parties, together with their Affiliates and Permitted Transferees, shall no longer own at least the percentage of Voting Securities specified in subsection (b)(i)(A), (b)(i)(B), (b)(i)(C), or (b)(i)(D) above, then Workers

United's right to designate the specified number of WURP Nominees shall be reduced accordingly and, upon the resignation or removal of a WURP Nominee in accordance with Section 2.3(b), and as soon as practicable after such resignation or removal, the Board of Directors shall elect an Independent Nominee to fill the vacancy thereby created.

(e) The Bank agrees to use commercially reasonable efforts to cause each individual nominated pursuant to and in accordance with this Section 2.2 to be elected to the Board (including but not limited to, (i) causing the Board to appoint such nominee to the Board, (ii) recommending such nominee to its stockholders at the Bank's annual meeting of stockholders and (iii) soliciting proxies for such nominee) in order to ensure that the composition of the Board is as contemplated by this Section 2.2.

(f) Workers United shall, and shall cause any WURP Nominee, promptly to provide to the Bank all information concerning a WURP Nominee that is reasonably necessary to submit any notice or application required by any Governmental Entity in connection with the appointment or election of such WURP Nominee to the Board; *provided, however*, that Workers United and the WURP Nominee shall not be required to furnish the Bank with any sensitive personal biographical or personal financial information of the WURP Nominee so long as Workers United or the WURP Nominee, as the case may be, will furnish directly to the applicable Governmental Entity such information and will confirm such submission in writing to the Bank.

2.3 Elections; Vacancy; Removal.

(a) Each Workers United Related Party agrees that, at any time it is entitled to vote for the election of Directors to the Board, it shall vote its Voting Securities entitled to vote for such Directors or execute proxies or written consents, as the case may be, and take all other actions reasonably necessary (including causing the Bank to call and hold a special stockholders meeting) in order to ensure that the composition of the Board is as contemplated in Section 2.2.

(b) If the number of WURP Nominees that Workers United is entitled to nominate pursuant to Section 2.2(b)(i) shall have decreased, then Workers United shall use its reasonable best efforts to cause one or more WURP Nominees to immediately resign from the Board in order to bring the number of WURP Nominees into compliance with Section 2.2(b)(i) based upon the then current percentage of total voting power of Voting Securities held by the Workers United Related Parties.

(c) The Workers United Related Parties shall have the exclusive right to nominate the replacement for a WURP Nominee (each, a "Replacement WURP Nominee") upon the death, disability, resignation, retirement, disqualification, removal or otherwise (each a "Vacancy Event") of such WURP Nominee (except vacancies arising pursuant to Section 2.3(b)). Subject to receipt of any necessary regulatory approvals, the Bank agrees to use its reasonable best efforts to cause any Replacement WURP Nominee to be elected to the Board as soon as practicable following the occurrence of a Vacancy Event with respect to a WURP Nominee (including, but not limited to, (i) causing the Board to elect such Replacement WURP Nominee to fill the vacancy resulting from such Vacancy Event, (ii) recommending that the

stockholders vote in favor of such WURP Nominee at each subsequent annual meeting, and (iii) soliciting proxies for the election of such Replacement WURP Nominee).

(d) If as a result of a Vacancy Event, there shall exist or occur any vacancy on the Board (other than a Vacancy Event with respect to a WURP Nominee), (i) subject to receipt of any necessary regulatory approvals, the Bank shall take all action required to fill such vacancy resulting therefrom to the extent necessary to ensure that the composition of the Board shall be in accordance the terms of this Agreement and (ii) each Workers United Related Party shall take all necessary action (including voting its Voting Securities) to implement the actions referred to in clause (i).

2.4 Board Compensation. The Bank shall reimburse each WURP Nominee for his or her reasonable out-of-pocket expenses incurred by such WURP Nominee in connection with attending regular and special meetings of (i) the Board and any committee thereof and (ii) the board of directors of any Subsidiary of the Bank and any committee thereof.

2.5 Board Procedures. The Board shall follow the following procedures:

(a) Voting. Either (i) the approval by a vote of at least a majority of the entire Board or (ii) the written consent of all of the Directors shall be required for all actions requiring approval of the Board; *provided* that, if, at the time of the meeting for the taking of such vote or at the time of the taking of any such action by written consent, there is a vacancy on the Board and a Replacement WURP Nominee has been nominated to fill such vacancy pursuant to Section 2.3, the first order of business to be conducted at such meeting or pursuant to such consent shall be to fill such vacancy by appointing such Replacement WURP Nominee, provided that any required regulatory approvals shall have been obtained in order for such appointment to be effective. For the avoidance of doubt and unless otherwise required under Law, unanimous written consent of the Board shall only require the written consent of the Directors then in office; *provided* that if there is a vacancy with respect to a WURP Nominee, notice of any Board meeting (other than a regularly scheduled Board meeting) or action to be taken by written consent must be provided to Workers United at least ten (10) Business Days prior thereto and Workers United shall have the ability to nominate a Replacement WURP Nominee to fill such vacancy and, *provided* that any required regulatory approvals shall have been obtained, the first order of business to be conducted at such meeting or pursuant to such consent shall be to fill such vacancy by appointing such Replacement WURP Nominee prior to any other action or before such written consent of the Board shall be effective.

(b) Quorum. Except as otherwise required by Law, the presence of at least fifty percent (50%) of the entire Board is required for a quorum of the Board. Board members may be present by teleconference.

(c) Committees. The Board shall at all times have an Executive Committee, an Audit Committee, a Compensation Committee, a Nominating and Governance Committee, Credit/Enterprise Risk Committee and a Trust Committee (each, a “Designated Committee”). The composition of each committee shall be determined by the Board as a whole and shall comply with the guidance of Applicable Regulators, applicable Law and rules of the Exchange, *provided, however*, that:

(i) the Board Chair shall chair the Executive Committee and the other members of the Executive Committee shall be the Chief Executive Officer of the Bank and the chair of each Designated Committee;

(ii) for so long as Workers United is entitled under Section 2.2(b)(i) of this Agreement to designate two WURP Nominees who are also Independent Nominees:

(i) at least one such Independent Nominee shall be appointed to and serve on the Audit Committee;

(ii) at least one such Independent Nominee shall be appointed to serve on the Compensation Committee; and

(iii) at least one such Independent Nominee shall be appointed to serve on the Nominating and Governance Committee.

(iii) for so long as Workers United is entitled under Section 2.2(b)(i) of this Agreement to designate one WURP Nominee who is also an Independent Nominee, that Independent Nominee shall be appointed to at least two of the Designated Committees; and

(iv) a WURP Nominee shall chair the Trust Committee.

(d) Information for Directors. Each WURP Nominee shall have the right to receive from the Bank as promptly as reasonably practicable such information with respect to the Bank or any of its Subsidiaries as such WURP Nominee reasonably requests, including (i) as soon as practicable and, in any event, within sixty (60) days after the beginning of each fiscal year, the Bank's annual operating budget for such fiscal year, (ii) promptly following the preparation thereof, a copy of any revisions to the annual operating budget delivered pursuant to the preceding clause (i); and (iii) as soon as practicable, and in any event within twenty (20) days after the end of each month, the monthly management reporting packages of the Bank and, to the extent the following items are not included in the monthly management reporting packages, the unaudited consolidated balance sheet of the Bank and its Subsidiaries as at the end of such month and the related unaudited statement of operations and cash flow for such month, and for the portion of the fiscal year then ended, in each case prepared in accordance with GAAP consistently applied, setting forth in comparative form the figures for the corresponding month and portion of the previous fiscal year, and the figures for the corresponding month and portion of the then current fiscal year as in the Bank's annual operating budget. Subject to Sections 4.1 and 4.2, each WURP Nominee shall be allowed to share any information received pursuant to this Section 2.5(d) with the Workers United Related Parties and their Affiliates, to the fullest extent permitted under applicable Law.

(e) Insurance. The Bank shall maintain directors' and officers' liability insurance and fiduciary liability insurance with insurers of recognized financial responsibility in such amounts as the Board determines to be prudent and customary for the Bank's business and operations.

(f) Indemnification Agreements. Each WURP Nominee shall have the option to enter into an indemnification agreement with the Bank, substantially in the form attached as Exhibit B hereto.

2.6 Workers United Advisory Board. The Board shall establish and maintain a Workers United Advisory Board, the composition of which shall be determined by Workers United pursuant to the charter attached hereto as Exhibit D.

2.7 Subsidiaries. The Bank shall take, and shall cause its Material Subsidiaries to take, such actions to ensure that the provisions of the Material Subsidiaries' organizational documents applicable to corporate governance reflect the provisions of this Agreement and the Charter and Bylaws, except, in each case, as may be necessary to comply with applicable Law.

2.8 Other Documents and Agreements. As of the date of this Agreement, the Bylaws shall be as set forth on Exhibit C. Each Workers United Related Party shall vote, and shall use its best efforts to cause its Affiliates to vote, all of the total voting power of all then-outstanding Voting Securities owned by the Workers United Related Party and their Affiliates, as the case may be, or which either is entitled to vote, to ensure that the Charter and Bylaws do not at any time conflict with the provisions of this Agreement. No Workers United Related Party shall, and each Workers United Related Party shall cause its Affiliates not to, grant any proxy (other than to representatives of the Bank to vote in accordance with the recommendation of the Board) or enter into or agree to be bound by any voting trust or voting agreement with respect to any Voting Securities, nor shall any Workers United Related Party, and each Workers United Related Party shall cause its Affiliates not to, enter into any stockholder agreements or arrangements of any kind with any Person with respect to any Voting Securities on terms inconsistent with the provisions of this Agreement (whether or not such agreements and arrangements are with other Stockholders or with holders of Voting Securities that are not parties to this Agreement), including but not limited to agreements or arrangements with respect to the acquisition, disposition or voting of Voting Securities.

ARTICLE III

RIGHTS AND RESTRICTIONS WITH RESPECT TO POST-IPO SALES

3.1 Post-IPO Restrictions on Sales.

(a) On or before the date of this Agreement, each Workers United Related Party shall have entered into an agreement with the underwriters of the IPO pursuant to which they each agree not to sell or otherwise transfer shares of Class A Common Stock in any public or private transaction for 180 days following the Closing without the prior written consent of the underwriters.

(b) During the one-year period immediately following the Closing, each Workers United Related Party hereby agrees not to sell or otherwise transfer shares of Class A Common Stock in any public or private transaction without the prior written consent of the Bank.

(c) Subsequent to the one-year restriction period provided in Section 3.1(b), the Workers United Related Parties, together with their Affiliates and Permitted Transferees,

shall be permitted to sell shares to the public (1) pursuant to Section 3.2 or 3.3 below or (2) if the following conditions are satisfied:

(i) the amount of Class A Common Stock to be sold falls within the volume limitations specified by Rule 144(e) promulgated under the Securities Act on sales of non-exempt securities by affiliates of an issuer (the “Volume Limitation”); *provided, however*; that the Workers United Related Parties may exceed the Volume Limitation with the consent of the Bank, which shall not be unreasonably withheld; and

(ii) the manner in which the Class A Common Stock is to be sold complies with the requirements specified by Rule 144(f) promulgated under the Securities Act on sales of non-exempt securities by affiliates of an issuer.

(d) Subsequent to the one-year restriction period provided in Section 3.1(b), the Workers United Related Parties, together with their Affiliates and Permitted Transferees, shall be permitted to sell shares in privately negotiated transactions if one of the following conditions is satisfied:

(i) immediately after such sale, the buyer is not an “affiliate” of the Bank as such term is defined by Rule 144(a)(1) promulgated under the Securities Act; or

(ii) immediately after such sale, the buyer is an “affiliate” of the Bank as such term is defined by Rule 144(a)(1) promulgated under the Securities Act and enters into an agreement with the Bank that imposes limitations on the ability of such buyer to sell the shares of Class A Common Stock purchased in such private transaction except in compliance with the restrictions imposed by Section 3.1(c) and (d) of this Agreement on the Workers United Related Parties.

3.2 Demand Offerings.

(a) At any time after six (6) months following the Closing, upon the written request of Workers United, Workers United may provide the Bank with notice of its intent to effect an underwritten public offering of all or part of the shares Class A Common Stock held by one or more of the Workers United Related Parties (a “Demand Offering”), which written request shall specify an investment banking firm of national reputation that has agreed to utilize commercially reasonable efforts to effect an underwritten offering of such Workers United Related Parties’ Class A Common Stock. The Bank shall utilize commercially reasonable efforts to promptly, and in any event not later than thirty (30) days after receipt of such notice to prepare an offering circular for an offering of such Workers United Related Parties’ shares of Class A Common Stock that is compliant with the FDIC’s Statement of Policy Regarding Use of Offering Circulars in Connection with Public Distributions of Bank Securities (the “FDIC Policy Statement”). The Workers United Related Parties shall be limited to one Demand Offering in any 90-day period. A Demand Offering will not count as one of the permitted Demand Offerings if the conditions to closing specified in the underwriting agreement in customary form entered into in connection with the such Demand Offering are not satisfied or waived, except if the failure of such closing conditions to be satisfied is caused by any Workers United Related Party or the investment banking firm selected by Workers United is not able to sell all of the

Class A Common Stock requested to be included in such Demand Offering at a per share price acceptable to such Workers United Related Parties due to adverse market conditions. If the underwriter of the requested Demand Offering advises the Bank in writing (with a copy to Workers United) that in its opinion the number of shares of Class A Common Stock proposed to be included in any Demand Offering exceeds the number of securities which can be sold in such offering and/or that the number of shares of Class A Common Stock proposed to be included in any Demand Offering would adversely affect the price per share of the Class A Common Stock to be sold in such offering, the Bank shall include in such Demand Offering only the number of shares of Class A Common Stock which in the opinion of such underwriter can be so sold. If the number of shares which can be sold is less than the number of shares of Class A Common Stock proposed to be sold in the Demand Offering, the amount of Class A Common Stock to be so sold shall be allocated (i) first, pro rata among the such Workers United Related Parties desiring to participate in such Demand Offering on the basis of the amount of such Class A Common Stock initially proposed to be sold in the Demand Offering and (ii) second, to any other stockholders with registration rights, and (iii) third, to the Bank. The Bank shall not be obligated to effect any Demand Offering unless Workers United requests to effect the offering of Class A Common Stock having an anticipated aggregate offering price, net of any underwriting discounts or commissions, of at least fifty million dollars (\$50,000,000). The Bank may postpone for up to one hundred twenty (120) calendar days the delivery of an offering circular for a Demand Offering if, based on the good faith judgment of the Board, such postponement is necessary in order to avoid premature disclosure of a material matter required, as determined by the Bank after consultation with outside counsel, to be otherwise disclosed in the offering circular that the Board has determined would not be in the best interest of the Bank to be disclosed at such time; *provided, however*, that the Bank shall not be entitled to so postpone unless it shall concurrently (A) require the suspension of sales in the open market by senior executives and/or directors of the Bank in accordance with the Bank's insider trading policy from time to time in effect and (B) itself refrain from any public offering and open market purchases during the postponement; and *provided, further*, however, that if the Bank postpones the delivery of an offering circular pursuant to this sentence, Workers United shall be entitled to withdraw such request and, if such request is withdrawn, such Demand Offering shall not count as a Demand Offering for purposes of the 90-day restriction period provided in Section 3.2(a). The Bank shall provide written notice to Workers United requesting such Demand Offering and all other Workers United Related Parties of (x) any postponement of the delivery of an offering circular pursuant to this Section 3.2 and (y) the Bank's decision to deliver an offering circular following such postponement.

3.3 Participation Rights in Underwritten Offerings.

(a) Whenever the Bank proposes to effect an underwritten offering of Class A Common Stock (a "Piggyback Offering"), either for its own account or for the account of one or more stockholders other than a Workers United Related Party, the Bank shall give prompt written notice (in any event within ten (10) calendar days after its receipt of notice of any exercise of Demand Offering rights) to all Workers United Related Parties of its intention to effect a Piggyback Offering, which notice the Workers United Related Parties shall keep confidential, and, subject to Sections 3.3(b) and 3.3(c), shall include in such Piggyback Offering on the same terms as the Bank and other Persons selling securities in connection with such Piggyback Offering, all shares of Class A Common Stock with respect to which the Bank has

received written requests for inclusion therein from a Workers United Related Party within fifteen (15) calendar days after the receipt by such Workers United Related Party of the Bank's notice. The Bank's notice shall specify, at a minimum, the number of shares of Class A Common Stock proposed to be offered and sold, the proposed date of commencing the Piggyback Offering, the proposed means of distribution, the proposed managing underwriter or underwriters (if any and if known) and a good faith estimate by the Bank of the proposed minimum offering price of the Class A Common Stock. The Bank may postpone a Piggyback Offering at any time in its sole discretion; *provided* that such postponement does not relieve the Bank of its obligations to pay offering expenses pursuant to Section 3.6. Each Workers United Related Party shall be permitted to withdraw all or part of its Class A Common Stock from a Piggyback Offering at any time prior to the closing of such Offering.

(b) If a Piggyback Offering is an underwritten primary Offering on behalf of the Bank, and the managing underwriters advise the Bank in writing that in their opinion the number of equity securities requested to be included in such Offering exceeds the number which can be sold in such offering and/or that the number of shares of Class A Common Stock proposed to be included in any such Offering would adversely affect the price per share of the Bank's equity securities to be sold in such offering, the Bank shall include in such Offering (i) first, the equity securities the Bank proposes to sell for its own account, and (ii) second, the shares of Class A Common Stock requested to be included in such Offering, pro rata among the Workers United Related Parties and any other stockholder seeking to exercise piggyback participation or registration rights on the basis of the number of shares requested to be registered by such Workers United Related Parties and such other stockholders.

(c) If any Piggyback Offering is an underwritten primary offering on behalf of the Bank, the Bank shall have the right to select the managing underwriter or underwriters to administer any such offering. In any other Piggyback Offering, the selling stockholder selling the largest number of shares shall have the right to select the managing underwriter or underwriters to administer such offering.

3.4 Holdback Agreements. In the event of an underwritten offering of Class A Common Stock by the Bank, each Workers United Related Party hereby agrees that, if requested by the applicable managing underwriter, it will not, without the prior written consent of the applicable managing underwriter, during the period commencing on the date of the final offering circular relating to such offering and ending on the date specified by the Bank and the managing underwriter (such period not to exceed one hundred and eighty (180) calendar days) except for such shares of Class A Common Stock as shall be included in such offering, (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Class A Common Stock owned by such Workers United Related Party or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such Class A Common Stock, whether any such transaction described is to be settled by delivery of the Class A Common Stock or other securities, in cash, or otherwise; *provided, however*, that the foregoing will apply only if the then named executive officers (or senior officers performing comparable functions) and directors of the Bank then holding securities of the Bank enter into similar agreements. The foregoing provisions of this Section 3.4 will not apply to the sale of any shares to an underwriter pursuant

to an underwriting agreement. Each Workers United Related Party further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 3.4; *provided*, that the named executive officers (or senior officers performing comparable functions) and directors of the Bank then holding securities of the Bank enter into similar agreements if requested by the underwriters or placement agent.

3.5 **Offering Procedures.**

(a) Whenever any Class A Common Stock is to be offered pursuant to Section 3.2 or 3.3 of this Agreement, the Bank shall use its reasonable best efforts to effect the offering and sale of such Class A Common Stock in accordance with the intended methods of disposition thereof, and pursuant thereto the Bank shall as expeditiously as possible:

(i) prepare and as soon as practicable (but in any event within thirty (30) calendar days after receipt of a request pursuant to Section 3.2 use commercially reasonable efforts to make available an offering circular consistent with the FDIC Policy Statement;

(ii) prepare supplements to such offering circular used in connection therewith as may be necessary to keep such offering circular compliant with the FDIC Policy Statement for such a period as is necessary to complete the disposition of the securities offered thereby (subject to Sections 3.2 of this Agreement) and comply with the provisions of the FDIC Policy Statement with respect to the disposition of all securities covered by such offering circular during such period in accordance with the intended methods of disposition set forth therein;

(iii) furnish to each seller of Class A Common Stock such number of copies of such offering circular, and each supplement thereto and such other documents as such seller may reasonably request in order to facilitate the disposition of the Class A Common Stock owned by such seller;

(iv) use its reasonable best efforts to qualify such Class A Common Stock under such other securities or “blue sky” laws of such jurisdictions as any seller and any underwriter(s) reasonably requests and do any and all other acts and things which may be reasonably requested by such seller or underwriter that is necessary or advisable to enable such seller aid any underwriter(s) to consummate the disposition in such jurisdictions of the Class A Common Stock owned by such seller (provided, that the Bank will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph (iv), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction);

(v) notify each seller of such Class A Common Stock, at any time when an offering circular relating thereto, of the occurrence of any event as a result of which the offering circular contains an untrue statement of a material fact or omits any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and, at the request of any such seller, the Bank shall promptly prepare a supplement to such offering circular so that, as thereafter delivered to the purchasers of such Class A Common Stock, such offering circular shall not contain an untrue statement of a material fact or omit to

state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) in the case of an underwritten offering, enter into customary agreements (including underwriting agreements in customary form) and take such other reasonable and customary actions as deemed advisable by the underwriter(s) in order to expedite or facilitate the disposition of such Class A Common Stock (including, without limitation and to the extent reasonably customary, effecting a stock split or a combination of shares and making members of senior management of the Bank available to participate in, and cause them to cooperate with the underwriters in connection with, “road-show” and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Class A Common Stock)) and cause to be delivered to the underwriters opinions of counsel to the Bank in customary form, covering such matters as are customarily covered by opinions for an underwritten public offering as the underwriters may request and addressed to the underwriters;

(vii) to the extent reasonably customary, make available, for inspection by any seller of Class A Common Stock, any underwriter participating in any disposition pursuant to such offering circular, and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Bank, and cause the Bank’s officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such offering;

(viii) use its reasonable best efforts to cause all such Class A Common Stock to be listed on each securities exchange or quotation system on which securities of the same class issued by the Bank are then listed, or if no such similar securities are then listed, on a national securities exchange selected by the Bank; provided that the Workers United Related Parties acknowledge that each national securities exchange has listing standards, which may operate to limit the entities of which securities may be listed on such exchange, or which classes or series of such securities may be so listed, on the basis of size, operations, corporate governance, authorized or issued capital stock, number of stockholders or securities outstanding or otherwise, and the Workers United Related Parties hereby acknowledge and agree that the Bank will not be required to alter or seek to alter its size, operations or other quantitative measures of business, or its issued capital stock or number of stockholders or securities outstanding, in order to meet or seek to meet the listing standards of any national securities exchange; provided, further, that the Bank will not be obligated to effect a listing on more than one securities exchange;

(ix) provide a transfer agent and registrar for all such Class A Common Stock not later than the closing date of the offering;

(x) cooperate with the holders of Class A Common Stock being offered pursuant to the offering circular to issue and deliver, or cause its transfer agent to issue and deliver, certificates (or shares in book-entry form) representing Class A Common Stock to be offered pursuant to the offering circular within a reasonable time after the delivery of certificates (or shares in book-entry form) representing the Class A Common Stock to the transfer agent or the Bank, as applicable, and enable such certificates (or shares in book-entry form) to be in such

denominations or amounts as the Workers United Related Parties may reasonably request and registered in such names as the Workers United Related Parties may request;

(xi) if requested, cause to be delivered, immediately prior to the closing of the offering (and, in the case of an underwritten offering, at the time of delivery of any Class A Common Stock sold pursuant thereto), comfort letters from the Bank's independent certified public accountants addressed to each underwriter, if any, stating that such accountants are independent public accountants within the meaning of the Exchange Act and the applicable rules and regulations thereunder, and otherwise in customary form and covering such financial and accounting matters as are customarily covered by letters of the independent certified public accountants delivered in connection with primary or secondary underwritten public offerings, as the case may be;

(xii) promptly notify each seller of Class A Common Stock and the underwriter or underwriters, if any:

- (1) when the offering circular has become available;
- (2) of any written request by the FDIC for amendments or supplements to the offering circular or of any inquiry by the FDIC relating to the offering circular, with a copy of the same, and an oral or written summary of any such oral requests;
- (3) of the notification to the Bank by the FDIC of its initiation or threat of any proceeding with respect to the issuance by the FDIC of any stop order suspending the offering, of the issuance by the FDIC of a notification of objection to the use of the offering circular; and
- (4) of the receipt by the Bank of any notification or threat with respect to the suspension of the qualification of any Class A Common Stock for sale under the applicable securities or "blue sky" laws of any jurisdiction;

(xiii) use its reasonable best efforts to obtain the withdrawal of any order suspending the permissible use of the offering circular at the earliest possible moment; and

(xiv) provide a CUSIP number for the Class A Common Stock and take such other customary actions as shall be reasonably requested by Workers United Related Parties holding a majority of the shares of Class A Common Stock to be sold or the underwriters in order to expedite or facilitate the disposition of such Class A Common Stock.

(b) No offering circular (including any supplements thereto) shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided, however*, that the foregoing shall not apply, with respect to any Workers United Related Party, for an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact

made in reliance on and in conformity with written information furnished to the Bank by or on behalf of such Workers United Related Party specifically for use in such offering circular).

(c) The Bank will promptly respond to any and all comments received from the FDIC on any offering circular, with a view towards causing such offering circular or any supplement thereto to be cleared for use by the FDIC as soon as practicable.

(d) The Bank may require each seller of Class A Common Stock as to which any offering is being effected to furnish to the Bank any information regarding such seller and the distribution of such securities as the Bank may from time to time reasonably request in writing in order to comply with applicable securities laws and effect the offering of any Class A Common Stock pursuant to the terms hereof.

(e) Each seller of Class A Common Stock agrees by having its stock offered pursuant to this Agreement that, upon written notice from the Bank, after consultation with outside counsel, of the happening of any event as a result of which the offering circular contains an untrue statement of a material fact or omits any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (a “Suspension Notice”), such seller will forthwith discontinue disposition of Class A Common Stock until such seller is advised in writing by the Bank that the use of the offering circular may be resumed and is furnished with a supplemented offering circular as required by Section 3.5(a)(iii) hereof, and, if so directed by the Bank, such seller will deliver to the Bank (at the Bank’s expense) all copies, other than permanent file copies then in such seller’s possession, of the offering circular covering such Class A Common Stock current at the time of receipt of such notice; *provided, however*, that the Bank shall promptly use its reasonable best efforts to take such other action so as to obviate the need for a Suspension Notice as soon as reasonably practicable in the good faith judgment of the Bank and promptly deliver sufficient copies of such supplemented offering circular pursuant to Section 3.5(a)(iii) to such sellers to resume such disposition; and *provided further* that such postponement of sales of Class A Common Stock by the Workers United Related Parties shall not exceed ninety (90) calendar days in the aggregate in any one year. Each seller of Class A Common Stock further agrees by having its stock treated as Class A Common Stock hereunder that it shall maintain in confidence and not disclose the receipt of any Suspension Notice. If the Bank shall give any notice to suspend the disposition of Class A Common Stock pursuant to an offering circular, the Bank shall extend the period of time during which the Bank is required to maintain the offering circular current pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date such seller either is advised by the Bank that the use of the offering circular may be resumed or receives the copies of the supplemented or amended offering circular contemplated by Section 3.5(a)(iii). In any event, the Bank shall not deliver more than three Suspension Notices in any one year.

(f) If any such offering circular refers to any Workers United Related Party by name or otherwise as the holder of any securities of the Bank, then such Workers United Related Party shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Workers United Related Party, to the effect that the holding by such Workers United Related Party of such securities does not necessarily make such holder a “controlling person” of the Bank within the meaning of the Securities Act and is not to be

construed as a recommendation by such Workers United Related Party of the investment quality of the Bank's securities covered thereby and that such holding does not imply that such Workers United Related Party will assist in meeting any future financial requirements of the Bank, or (ii) in the event that such reference to such Workers United Related Party by name or otherwise is not required by the FDIC Policy Statement or any similar federal statute then in force, the deletion of the reference to such Workers United Related Party.

(g) In connection with the preparation of each offering circular offering the Workers United Related Parties' Class A Common Stock, the Bank will give such Workers United Related Parties and the underwriters, if any, and their respective counsel and accountants, drafts of such offering circulars for their review and comment prior to distribution (with a reasonable period of time to review and comment prior to such filing).

3.6 Registration Expenses.

(a) All expenses incident to the Bank's performance of or compliance with Article III of this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or "blue sky" laws, listing application fees, printing expenses, transfer agent's and registrar's fees, cost of distributing offering circulars in preliminary and final form as well as any supplements thereto, and fees and disbursements of counsel for the Bank and all independent certified public accountants and other Persons retained by the Bank (all such expenses being herein called "Offering Expenses") (but not including any underwriting discounts or commissions or transfer taxes (if any) attributable to the sale of Class A Common Stock or fees and expenses of more than one counsel representing Workers United Related Parties (as set forth in Section 3.6(b)) shall be borne by the Bank. In addition, the Bank shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which they are to be listed.

(b) In connection with each offering initiated under this Article III, the Bank shall reimburse the Workers United Related Parties covered by such registration or sale for the reasonable fees and disbursements of one law firm chosen by the Workers United Related Parties included in such offering.

(c) The obligation of the Bank to bear the expenses described in Section 3.6(a) and to reimburse the Workers United Related Parties for the expenses described in Section 3.6(b) shall apply irrespective of whether any sales of Class A Common Stock by Workers United Related Parties ultimately take place; provided that the Bank's obligations under Section 3.6(b) shall not apply with respect to any Demand Offering that is withdrawn by Workers United (in which case the Workers United Parties whose shares of Class A Common Stock were proposed to be offered shall be solely responsible for the payment of any third-party out-of-pocket expenses of the Bank in connection with such offering).

3.7 Indemnification. Upon an underwritten offering of Class A Common Stock pursuant to Section 3.2 or 3.3 hereof:

(a) The Bank shall indemnify, to the fullest extent permitted by law, each Workers United Related Party, its officers, directors, employees and Affiliates and each Person who controls such Workers United Related Party (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including but not limited to reasonable legal fees and expenses) to which such Person may become subject, as incurred, insofar as such losses, claims, damages, liabilities and expenses arise out of or are based upon any untrue statement or alleged untrue statement of material fact contained in any offering circular under which such Class A Common Stock is offered and sold hereunder or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any offering circular or supplement to an Offering circular, in light of the circumstances under which they were made) not misleading or any violation by the Bank of the Exchange Act or applicable “blue sky” laws in respect of any such offering, except insofar and to the extent as the same are made in reliance and in conformity with information relating to such Workers United Related Party furnished in writing to the Bank by such Workers United Related Party expressly for use therein.

(b) In connection with any offering in which a Workers United Related Party proposes to sell Class A Common Stock, each such Workers United Related Party shall furnish to the Bank in writing such information and affidavits as the Bank reasonably requests for use in connection with any such offering circular (which shall be limited to the legal name and address of such selling stockholder and the number of shares of Class A Common Stock owned by such selling stockholder before and after the offering) and shall indemnify, to the fullest extent permitted by law, the Bank, its respective officers, employees, directors, Affiliates, and each Person who controls the Bank, as the case may be (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including but not limited to reasonable legal fees and expenses) to which such Person may become subject, as incurred, insofar as such losses, claims, damages, liabilities and expenses arise out of or are based upon any untrue statement or alleged untrue statement of material fact contained in such offering circular or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any offering circular or supplement to an offering circular, in light of the circumstances under which they were made) not misleading or any violation by such Workers United Related Party of the Exchange Act or applicable “blue sky” laws in respect of any such offering, but only to the extent that the same are made in reliance and in conformity with information relating to such Workers United Related Party furnished in writing to the Bank by such Workers United Related Party expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Workers United Related Parties and the liability of each such Workers United Related Party shall be several, not joint and several, among such Workers United Related Parties and the liability of each such Workers United Related Party shall be in proportion to and limited to the net amount received (after all underwriting discounts and commissions) by such Workers United Related Party from the sale of Class A Common Stock pursuant to such offering circular.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party’s reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably

satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). The indemnifying party shall not enter into any settlement of the claims so assumed without the consent of the indemnified party (but such consent will not be unreasonably withheld); provided that the consent of the indemnified party will not be required if the settlement involves only the payment of money damages all of which are indemnifiable losses hereunder and does not involve the imposition of any equitable remedy or admission of wrongdoing. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such assumed claim, unless in the reasonable judgment of any indemnified party there may be one or more legal or equitable defenses available to such indemnified party which are in addition to or may conflict with those available to another indemnified party with respect to such claim. Failure to give prompt written notice shall not release the indemnifying party from its obligations hereunder except to the extent that the indemnifying party is actually and materially prejudiced by the failure promptly to give such notice.

(d) The indemnification provided for under Article III of this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities.

(e) If the indemnification provided for in or pursuant to this Section 3.7 is due in accordance with the terms hereof, but is held by a court to be unavailable or unenforceable in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified Person as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses. The relative fault of the indemnifying party on the one hand and of the indemnified Person on the other shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, and by such party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. In no event shall the liability of any selling Workers United Related Party, except in the case of willful misconduct or fraud by such Workers United Related Party, be greater in amount than the amount of net proceeds (after underwriting discounts and commissions) received by such Workers United Related Party upon such sale or the amount for which such indemnifying party would have been obligated to pay by way of indemnification if the indemnification provided for under Section 3.7(a) or 3.7(b) hereof had been available under the circumstances.

3.8 Miscellaneous.

(a) **No Inconsistent or More Favorable Agreements; Pari Passu Status of Rights Granted Hereunder.** None of the parties hereto shall enter into any agreement or other

arrangement of any kind with any Person with respect to the sale of securities of the Bank which is inconsistent with the provisions of Article III of this Agreement. Except as set forth in the Registration Rights Agreement, the Bank has not provided, and shall not provide, demand offering rights of the type set forth in Section 3.2 or piggyback rights of the type set forth in Section 3.3 and that may be exercised prior to, or in priority to, the exercise of the corresponding registration rights by Workers United Related Parties under this Agreement pursuant to Section 3.2 or Section 3.3, as applicable; *provided, however*, that, for the avoidance of doubt, the foregoing clause will not restrict the Bank from entering into any agreement providing sales rights that may be exercised at substantially the same time as (or later than), or ranking substantially *pari passu* with (or junior to), with respect to priority of sales in a Demand Offering or a Piggyback Offering, the sale rights granted to the Workers United Related Parties under this Agreement. The Demand Offering and Piggyback Offering rights granted pursuant to Article III of this Agreement shall be interpreted as substantially *pari passu* with the Demand Registration and Piggyback Registration rights granted to the Stockholders party to the Registration Rights Agreement.

(b) **Post-Holding Company Formation Registration Rights.** It is acknowledged by the parties to this Agreement that, as of the date of this Agreement, shares of Class A Common Stock are securities of a depository institution and, accordingly, transfer of such securities is exempt from the registration requirements of the Securities Act. The Bank agrees that, in the event of a Holding Company Formation, to the extent necessary to ensure that shares of the Class A Common Stock are freely transferable pursuant to applicable laws and in order to expedite and facilitate the disposition by the Workers United Related Parties of such securities, for all purposes of this Agreement subsequent to the effectiveness of a Holding Company Formation, the terms “FDIC” and “FDIC Policy Statement” shall refer to the appropriate federal or state governmental authority and applicable Laws, respectively, and the provisions of this Agreement shall be interpreted under the regulations of any such governmental authority and under the applicable laws to give full effect to the intent and purposes of this Agreement.

(c) **Recapitalizations, Exchanges Affecting the Class A Common Stock.** The provisions of this Agreement shall apply, to the full extent set forth herein, with respect to the Class A Common Stock, to any and all shares of stock of the Bank or any successor or assign of the Bank (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of shares of Class A Common Stock, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise. Upon the occurrence of any of such events, amounts hereunder shall be appropriately adjusted.

ARTICLE IV

CERTAIN COVENANTS AND AGREEMENTS

4.1 **Confidentiality.**

(a) Each Workers United Related Party will, and will use its best efforts to cause each of its respective Subsidiaries, Affiliates and representatives to, maintain in confidence

and not use in any way other than in connection with evaluating and monitoring its investment in the Bank, any nonpublic or confidential proprietary information furnished to it by or on behalf of the Bank, or any of its Subsidiaries or any other Workers United Related Party or their respective Affiliates and representatives pursuant to this Agreement, except that such information may be disclosed:

(i) to such Workers United Related Party's directors, officers, employees, agents, general or limited partners, managers, members, fiduciaries, stockholders, representatives or Affiliates of any of the foregoing or to any financial institution providing credit to such Workers United Related Party or its Affiliates or to any financing source or potential financing source of such Workers United Related Party or its Affiliates; provided that such Workers United Related Party shall be responsible for any use or disclosure of such confidential information by such Persons that would constitute a breach of this Section 4.1;

(ii) to the extent required by applicable Law (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which a Workers United Related Party is subject, provided that such Workers United Related Party gives the Bank prompt notice of such request(s), to the extent practicable, so that the Bank may seek an appropriate protective order or similar relief (and the Workers United Related Party shall cooperate (at the expense of the Bank) with such efforts by the Bank, and shall in any event make only the minimum disclosure required by such Law);

(iii) to any Governmental Entity with jurisdiction over such Workers United Related Party or any of its Affiliates or any rating agency in connection with or relating to any securities of such Workers United Related Party or any of its Affiliates which are rated by such rating agency, as long as such Governmental Entity or rating agency is advised of the confidential nature of such information (and, in the case of a rating agency, expressly agrees to maintain the confidentiality of such information); or

(iv) by one Workers United Related Party (or Affiliate thereof) to another Workers United Related Party (or Affiliate thereof).

(b) All information provided under this Agreement shall be subject to this Section 4.1 and shall be deemed confidential; provided, however, that information shall not be deemed confidential if (i) at the time of disclosure, such information is generally available to the public (other than as a result of a disclosure directly by the recipient or any of its representatives in violation of this Section 4.1 or any other agreement by a Workers United Related Party or its Affiliates and its and their officers, directors, employees, attorneys, consultants, accountants and professional advisers prior to the execution of this Agreement), (ii) such information was available to the recipient on a non-confidential basis from a source that was not, at the time of disclosure, prohibited from disclosing such information to the recipient by a contractual, legal or fiduciary obligation, or (iii) such information is known to the recipient prior to or independently of its relationship with the party providing such information. Each Workers United Related Party shall be liable for breaches of this Section 4.1 by any Person to whom it has disclosed confidential information in accordance with clause (a)(i) above, unless such Person to whom it has disclosed confidential information has executed a confidentiality agreement with the Bank,

pursuant to which such Person has agreed to keep such information confidential in accordance with this Section 4.1 or in accordance with other confidentiality restrictions with respect to such information that are at least as restrictive as those contained herein.

(c) Notwithstanding anything herein to the contrary, from time to time the Directors may receive certain highly confidential information regarding (i) the compensation of specific individuals (as opposed to general employee compensation information) by the Bank and/or the Bank Subsidiaries, (ii) the pricing of products and services of the Bank and/or the Bank Subsidiaries, or (iii) identifying or other similar information (e.g., names, addresses, tax identification numbers and contact information) related to customers of the Bank and/or the Bank Subsidiaries, in each case that is not provided directly to the Workers United Related Parties and is designated as “Directors Only” information by the Chief Executive Officer of the Bank. The Directors shall not disclose such information to any other Person (other than (x) as may be required by applicable Law, or (y) to their legal advisors for the purpose of seeking legal advice) unless they have first obtained the consent of the designating Chief Executive Officer, such consent not to be unreasonably withheld.

4.2 Information Rights.

(a) The Bank shall maintain, at its principal place of business, separate books of account for the Bank that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Bank’s business in accordance with GAAP consistently applied. Such books of account shall at all times be maintained at the principal place of business of the Bank and shall be open to inspection and examination at reasonable times and upon reasonable notice by each Workers United Related Party and its duly authorized representative for any purpose reasonably related to such Workers United Related Party’s shareholdings in the Bank.

(b) At any time during which the Bank is not required to file annual, quarterly and periodic reports with the FDIC pursuant to Section 13 or 15(d) of the Exchange Act, the Bank will furnish to each Workers United Related Party, as soon as practicable, but in any event within one hundred twenty (120) calendar days after the end of each fiscal year of the Bank, (i) a consolidated balance sheet of the Bank and its Subsidiaries as of the end of such fiscal year and statements of operations, changes in capital and a statement of cash flows for such fiscal year, such year-end financial reports to be prepared in accordance with GAAP consistently applied and audited and certified by independent public accountants of nationally recognized standing selected by the Bank, together with a comparison of the figures in such financial statements with the figures for the previous fiscal year and the figures in the Bank’s annual operating budget and (ii) any management letters or other similar correspondence from such accountants.

(c) At any time during which the Bank is not required to file annual, quarterly and periodic reports with the FDIC pursuant to Section 13 or 15(d) of the Exchange Act, the Bank will furnish to each Workers United Related Party, as soon as practicable, but in any event within forty-five (45) calendar days after the end of each of the first three (3) quarters of each fiscal year of the Bank, an unaudited consolidated balance sheet of the Bank and its Subsidiaries as of the end of such fiscal quarter and statements of operations, changes in capital and a

statement of cash flows for such fiscal quarter, in each case prepared in accordance with GAAP consistently applied.

(d) On an ongoing basis, the Bank shall provide Workers United Related Parties with such business plans, projections and other financial and operating information reports (and any material revisions or updates to the foregoing) prepared by the Bank in the usual and ordinary course.

4.3 Affiliate Transactions. Except for cash dividends paid by any Bank Subsidiary to the extent necessary to maintain such Bank Subsidiary's qualification as a REIT under applicable law, the Bank shall not, and shall not permit any of its Subsidiaries to, sell, lease, Transfer or otherwise dispose of any of its properties or assets to, or purchase, lease or otherwise acquire any property or assets from, or enter into or make or amend any transaction, contract, agreement, understanding, loan, advance or guarantee with or for the benefit of, any Affiliate of the Bank (other than one or more of its Subsidiaries), any Workers United Related Party or any "associate" of any Workers United Related Party (within the meaning of Rule 12b-2 under the Exchange Act), unless such transaction is on terms that are no less favorable to the Bank or such Subsidiary than those that would have been obtained in a comparable transaction by the Bank or such Subsidiary with an unrelated Person and such transaction is approved by the Board (including a majority of Directors not interested in the transaction); provided that the foregoing shall not apply to the provision of ordinary course banking services to Affiliates of the Bank; provided, further, that any such transaction (including any referenced in the foregoing proviso) must comply with Sections 23A and 23B of the Federal Reserve Act and with the Federal Reserve Board's Regulation O and Regulation W, in each case as if the Bank were a "member bank" under the Federal Reserve Act and any applicable statements of policy of the Federal Reserve or the FDIC.

4.4 Transfers.

(a) Each Workers United Related Party agrees that it shall not Transfer any Bank Securities (or solicit any offers in respect of any Transfer of any Bank Securities), except (1) to a Permitted Transferee, (2) in any merger or other recapitalization or business combination transaction authorized and approved by the Board and the stockholders of the Bank in accordance with the Charter, the Bylaws, this Agreement and applicable Law, (3) pursuant to a sale of Bank Securities in accordance with Article III of this Agreement, (4) in the case of the Workers United Related Parties that are signatories to this Agreement, Transfers of Bank Securities owned by them as of the date of this Agreement to labor organization (including joint boards, locals, funds, trusts and similar organizations affiliated therewith) transferees in an amount that does not exceed, in the aggregate, 10% of the total shares of Class A Common Stock issued and outstanding at the time of such Transfer; *provided* that in the case of a Transfer of Bank Securities contemplated by clause (1) or (4), each transferee shall enter into a written agreement pursuant to which it shall agree to be bound by the provisions of this Agreement with respect to the Bank Securities so transferred. Any Transfer in violation of this Section 4.4 shall be null and void *ab initio*.

(b) In addition to meeting all of the other requirements of this Agreement, any proposed Transfer by a Workers United Related Party of Bank Securities shall satisfy the following conditions:

(i) the proposed Transfer will not violate the registration provisions of applicable Law;

(ii) the proposed Transfer will not cause all or any portion of the assets of the Bank or the actions of the Board of Directors to become subject to Part 4 of Subtitle B of Title I of ERISA and/or Code Section 4975; and

(iii) the proposed Transfer will not cause the Bank to become a “commonly controlled insured depository institution” (as that term is defined and interpreted for purposes of 12 U.S.C. § 1815(e)) with respect to any insured depository institution that is not a direct or indirect Subsidiary of the Bank.

(c) The Board of Directors may require reasonable evidence as to the foregoing, including, without limitation, an Opinion of Counsel (other than, in the case of clause (i) above, in connection with a Transfer made in accordance with Section 3.1(c) or a Transfer by an Workers United Related Party to one or more Permitted Transferees for no consideration).

(d) The Bank shall promptly amend Exhibit A to reflect any Transfers made pursuant to and in accordance with this Agreement, including this Section 4.4.

(e) In addition to any other legend that may be required, all certificates or other instruments representing the Bank Securities owned by a Workers United Related Party will bear a legend substantially to the following effect:

(i) THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR SECURITIES LAWS OF ANY STATE AND MAY NOT BE TRANSFERRED, SOLD, OFFERED, PLEDGED OR OTHERWISE DISPOSED OF EXCEPT WHILE A REGISTRATION STATEMENT RELATING THERETO IS IN EFFECT UNDER APPLICABLE LAWS OR PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER SUCH ACT OR SUCH LAWS.

(ii) THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS SET FORTH IN AN INVESTOR RIGHTS AGREEMENT, DATED AS OF _____, 2018, AS AMENDED FROM TIME TO TIME, COPIES OF WHICH ARE ON FILE WITH THE SECRETARY OF THE COMPANY, AND THIS SECURITY MAY NOT BE VOTED OR OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT IN COMPLIANCE THEREWITH.

(iii) THIS SECURITY IS NOT INSURED OR GUARANTEED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION.

(f) Upon the request of a Workers United Related Party, upon receipt by the Bank of an opinion of counsel reasonably satisfactory to the Bank (an “Opinion of Counsel”) to the effect that such legend is no longer required under applicable Laws, the Bank shall promptly cause clause (i) of the legend to be removed from any certificate for any securities to be Transferred in accordance with the terms of this Agreement and clause (ii) of the legend shall be removed upon the expiration of such Transfer and other restrictions set forth in this Agreement.

ARTICLE V

MISCELLANEOUS

5.1 Binding Effect; Transfer.

(a) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Any Workers United Related Party that ceases to own beneficially any Bank Securities shall cease to be bound by the terms hereof (other than Sections 4.1, 5.2, 5.4, 5.7, 5.8, 5.9, 5.10, 5.11, and 5.14).

(b) Any Workers United Related Party may transfer all or a portion of its rights hereunder to any Permitted Transferee of such Workers United Related Party in connection with a Transfer by the Workers United Related Party of Bank Securities in accordance with the terms of this Agreement, other than in the case of a pro rata distribution by such Workers United Related Party or Permitted Transferee to its partners, stockholders or other investors who are not Affiliates of such Workers United Related Party or Permitted Transferee.

5.2 Notices. All notices, requests and other communications to any party shall be in writing and shall be delivered in Person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission or by electronic mail so long as a receipt of such electronic mail is requested and received to the address and individual as identified on the signature page hereof. All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt on such Business Day in the place of receipt.

5.3 Waiver; Amendment; Termination.

(a) No provision of this Agreement may be amended, waived or otherwise modified except by an instrument in writing executed by each of the parties hereto. In addition, any party may waive any provision of this Agreement with respect to itself by an instrument in writing executed by such party, and no waiver by any party hereto of any provision of the Agreement shall be effective unless so executed in writing by such party; provided that for purposes of any amendment or modification hereof or waiver of any provision hereunder, the Workers United Related Parties shall be deemed to be one party, and Workers United may take such action on behalf of the Workers United Related Parties. No consideration shall be offered or paid to any Workers United Related Party to amend or consent to a waiver or modification of any provision of this Agreement unless the other Workers United Related Parties are offered the same consideration on a pro rata basis (based on the number of Bank Securities held).

(b) No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

(c) This Agreement shall terminate automatically and immediately and be of no further force or effect upon the earliest to occur of the following:

- (i) a single Person becoming the owner of all of the outstanding Voting Securities;
- (ii) the receivership, bankruptcy, liquidation or dissolution of the Bank;
- (iii) at such time as the Workers United Related Parties, together with their Affiliates and Permitted Transferees, collectively hold a number of Class A Common Stock that represents less than ten percent (10%) of the total voting power of all then-outstanding Voting Securities; or
- (iv) the twentieth (20th) anniversary of the date of this Agreement.

5.4 Fees and Expenses. Except as otherwise provided herein, all out-of-pocket costs and expenses, including the fees and expenses of counsel, incurred in connection with this Agreement and the transactions contemplated hereby and all matters related hereto shall be paid by the party incurring such costs and expenses.

5.5 Regulatory Matters.

(a) Each Workers United Related Party acknowledges, represents, warrants and agrees that this Agreement (i) relates only to its interest in the Bank, (ii) will terminate in accordance with Section 5.3(c) of this Agreement, and (iii) does not create an association among the Workers United Related Parties to engage in activities other than through the Bank.

(b) Unless approved in advance by the affected Workers United Related Party and, in the case of clause (i) below only, the Bank, neither the Bank nor any other Workers United Related Party shall take any action, including the exercise of any right granted under this Agreement, that would cause any Workers United Related Party or any Affiliate of such Workers United Related Party to be required (i) to register as a bank holding company under the BHC Act with respect to the Bank or (ii) to file a notice under the Change in Bank Control Act of 1978 with respect to the Bank.

(c) No Workers United Related Party shall take, permit or allow any action that would cause the Bank or any other insured depository institution that is a direct or indirect Subsidiary of the Bank to become a “commonly controlled insured depository institution” (as that term is defined and interpreted for purposes of 12 U.S.C. § 1815(e), as may be amended or supplemented from time to time, and any successor thereto) with respect to any institution that is not a direct or indirect Subsidiary of the Bank.

(d) In the event that the Bank or any Workers United Related Party, as applicable, breaches its obligations under this Section 5.5 or believes that it is reasonably likely to breach such obligations, it shall immediately notify the other parties and shall cooperate in good faith with the affected other parties promptly to modify any ownership or other arrangements or take any other action, in each case as is necessary to cure or avoid such breach; provided that no such modification shall require any Workers United Related Party to increase or (other than the breaching Workers United Related Party) decrease its ownership interest in the Bank without the consent of such Workers United Related Party.

(e) Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Section 5.5 shall supersede and control with respect to any other provision of this Agreement that may conflict with or that may result in a breach of any of the provisions described in this Section 5.5, and the provisions of this Section 5.5 shall apply, *mutatis mutandis*, to all of the provisions of this Agreement to the extent necessary to cause such other provisions of this Agreement to comply with this Section 5.5.

(f) The Bank shall not reduce the aggregate size of the Board to less than thirteen (13) members (including seats that are temporarily vacant).

5.6 Corporate Opportunities.

(a) Each Workers United Related Party and any of its Affiliates may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Bank or any Subsidiary thereof, and the Bank, any Subsidiary thereof, the Directors, the directors of any Subsidiary of the Bank and the other Workers United Related Parties shall have no rights by virtue of this Agreement in and to such ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Bank, shall not be deemed wrongful or improper.

(b) Except as otherwise provided below, no Workers United Related Party, any of its directors, principals, officers, members, limited or general partners, fiduciaries, managers, employees and/or other representatives or its or their Affiliates or Director designees shall be obligated to refer or present any particular business opportunity to the Bank or any Subsidiary thereof even if such opportunity is of a character that, if referred or presented to the Bank or any Subsidiary thereof, could be taken by the Bank or any Subsidiary thereof, and any such Workers United Related Party, Workers United Related Party or any of its or their Affiliates, respectively, shall have the right to take for its own account (individually or as a partner, investor, member, participant or fiduciary) or to recommend to others such particular opportunity.

(c) In the event that a Director of the Bank who is also a director, officer or employee of an Workers United Related Party or any of its Affiliates acquires knowledge of a potential transaction or other matter which may be a corporate or business opportunity for both the Bank and such Workers United Related Party, such Director of the Bank shall have fully satisfied and fulfilled the fiduciary duty of such Director to the Bank and its stockholders with respect to such corporate or other business opportunity, if such Director acts in a manner consistent with the following policy: A business or corporate opportunity offered to any person

who is a Director but not an officer of the Bank and who is a director, officer, employee, partner, member or stockholder of an Workers United Related Party or any of its Affiliates shall belong to the Bank only if such opportunity is expressly offered to such person in his or her capacity as a Director of the Bank, and otherwise shall belong to such Workers United Related Party.

(d) Notwithstanding Sections 5.6(b) and (c), if a particular opportunity is expressly presented by a third party to a Director or, to the actual knowledge of such Director, to the Workers United Related Party appointing such Director or any Workers United Related Party Parties or Affiliates thereof, as an opportunity specifically for the Bank or any of the Bank Subsidiaries, such opportunity shall be presented to the Board, and if both (x) the Bank or any Bank Subsidiary, and (y) any such Director or, to the actual knowledge of such Director, the Workers United Related Party appointing such Director or an Affiliate thereof, pursues such opportunity, such Workers United Related Party and any Director appointed by such Workers United Related Party shall have no right to participate in any vote or consent or deliberations of the Board or the Workers United Related Parties, as the case may be, with respect to such opportunity.

(e) No act or omission by any Workers United Related Party or any of their Affiliates in accordance with this Section 5.6 shall be considered contrary to (i) any fiduciary duty that such Workers United Related Party, any Workers United Related Party or any of their Affiliates may owe to the Bank or any of its Subsidiaries or to any other stockholder by reason of such Workers United Related Party being a stockholder of the Bank, or (ii) any fiduciary duty of any Director of the Bank or of any of its Subsidiaries who is also a director, officer or employee of any Workers United Related Party or any of their Affiliates to the Bank or any of its Subsidiaries, or to any stockholder thereof.

5.7 Further Assurances. Each of the parties shall, and shall cause their respective Affiliates to, execute such documents and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement (including, in the case of the Bank, the approval and adoption of any and all organizational documents to effectuate the transactions contemplated herein).

5.8 Governing Law. This Agreement will be governed by and construed in accordance with the Laws of the State of New York applicable to contracts made and to be performed entirely within such State.

5.9 Jurisdiction. The parties hereby irrevocably and unconditionally agree that any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York sitting in the borough of Manhattan, New York, New York, or, if that court does not have subject matter jurisdiction, in any New York State court located in The City and County of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any party

anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 5.2 shall be deemed effective service of process on such party. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the state and federal courts referred to above for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby.

5.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5.11 Specific Enforcement. The parties hereto intend that each of the parties have the right to seek damages or specific performance in the event that any other party hereto fails to perform such party's obligations hereunder. Therefore, if any party shall institute any action or proceeding to enforce the provisions hereof, any party against whom such action or proceeding is brought hereby waives any claim or defense therein that the plaintiff party has an adequate remedy at law.

5.12 Benefits of Agreement. Nothing expressed by or mentioned in this Agreement is intended or shall be construed to give any Person other than the parties hereto and their respective successors and permitted assigns any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision herein contained, this Agreement and all conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and their respective successors and permitted assigns.

5.13 Counterparts; Effectiveness. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same agreement. Executed signature pages to this Agreement may be delivered by facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed as sufficient as if actual signature pages had been delivered.

5.14 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) and the documents referred to herein constitute the entire agreement, and supersede all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof and thereof.

5.15 Severability. If any provision of this Agreement or the application thereof to any Person (including the officers and directors of the Workers United Related Parties or the Bank) or circumstance is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it has been held invalid or unenforceable, will remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination, the parties

shall negotiate in good faith in an effort to agree upon a suitable and equitable substitute provision to effect the original intent of the parties.

5.16 Publicity. Subject to each party's disclosure obligations imposed by law or regulation, each of the parties hereto will cooperate with each other in the development and distribution of all news releases and other public information disclosures with respect to this Agreement and any of the transactions contemplated by this Agreement, and no party hereto will make any such news release or public disclosure without first consulting with the other parties hereto and receiving their consent (which shall not be unreasonably withheld, conditioned, or delayed), and each party shall coordinate with the others with respect to any such news release or public disclosure.

5.17 No Recourse. This Agreement may only be enforced against the named parties hereto. All claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may be made only against the entities that are expressly identified as parties hereto or that are subject to the terms hereof, and no past, present or future director, officer, employee, incorporator, member, manager, partner, stockholder, Affiliate, agent, attorney or representative of any of the Workers United Related Parties or any other party hereto (including any person negotiating or executing this Agreement on behalf of a party hereto) shall have any liability or obligation with respect to this Agreement or with respect to any claim or cause of action, whether in tort, contract or otherwise, that may arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement and the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

AMALGAMATED BANK

By: _____
Name: _____
Title: _____

Information for Notices:

Amalgamated Bank
275 Seventh Avenue
New York, NY 10001
Attn: _____
Facsimile: (____)_____
Email: _____

**CHICAGO & MIDWEST REGIONAL
JOINT BOARD, WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

COUNSEIL DU QUEBEC

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**LAUNDRY, DISTRIBUTION & FOOD
SERVICE JOINT BOARD, WORKERS
UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

LOCAL 50, WORKERS UNITED

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**MID-ATLANTIC REGIONAL JOINT BOARD,
WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**NEW YORK-NEW JERSEY REGIONAL
JOINT BOARD, WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**NEW YORK METROPOLITAN AREA JOINT
BOARD, WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**PENNSYLVANIA JOINT BOARD, WORKERS
UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**PHILADELPHIA JOINT BOARD, WORKERS
UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**ROCHESTER REGIONAL JOINT BOARD
FUND FOR THE FUTURE**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**ROCHESTER REGIONAL JOINT BOARD
FUND FOR THE FUTURE**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**ROCHESTER REGIONAL JOINT BOARD,
WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**SOUTHERN REGIONAL JOINT BOARD,
WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**WASHABLE CLOTHING SPORTSWEAR &
NOVELTY WORKERS UNION, LOCAL 169,
WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

**WESTERN STATES REGIONAL JOINT
BOARD, WORKERS UNITED**

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

WORKERS UNITED CANADA COUNCIL

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

WORKERS UNITED

By: _____
Name: _____
Title: _____

Information for notices:

Name: _____
Address: _____
Fax: (____) _____
Email: _____

EXHIBIT A

WORKERS UNITED RELATED PARTIES

WORKERS UNITED RELATED PARTIES:

Chicago & Midwest Regional Joint Board, Workers United
Counseil du Quebec
Laundry, Distribution & Food Service Joint Board, Workers United
Local 50, Workers United
Mid-Atlantic Regional Joint Board, Workers United
New York Metropolitan Area Joint Board, Workers United
New York-New Jersey Regional Joint Board, Workers United
Pennsylvania Joint Board, Workers United
Philadelphia Joint Board, Workers United
Rochester Regional Joint Board Fund for the Future
Rochester Regional Joint Board, Workers United
Southern Regional Joint Board, Workers United
Washable Clothing Sportswear & Novelty Workers Union, Local 169, Workers United
Western States Regional Joint Board, Workers United
Workers United Canada Council
Workers United

EXHIBIT B

FORM OF DIRECTOR INDEMNIFICATION AGREEMENT

AMALGAMATED BANK FORM OF INDEMNIFICATION AGREEMENT

This Indemnification Agreement (this “Agreement”), dated as of [1, is made between Amalgamated Bank, a New York State banking corporation (the “Bank”), and [•] (“Indemnitee”).

RECITALS

A. Indemnitee is willing to serve as a director of the Bank, and in such capacity Indemnitee will perform valuable services for the Bank.

B. The bylaws of the Bank (the “Bylaws”) provide for the indemnification of members of its Board of Directors to the full extent permitted by the laws of the State of New York, including the New York Banking Law (the “Act”).

C. The Act is not exclusive in the rights provided, and it contemplates that agreements may be entered into between the Bank and the members of its Board of Directors, as well as its officers, employees and/or agents with respect to the indemnification of such directors, officers, employees and/or agents

D. In order to induce Indemnitee to serve as a director of the Bank, the Bank has agreed to enter into this Agreement with Indemnitee.

AGREEMENT

In consideration of the recitals above, the mutual covenants and agreements herein contained, and Indemnitee’s service as a director of the Bank after the date hereof, the parties to this Agreement agree as follows:

1. Indemnity of Indemnitee

1.1 Scope. If Indemnitee was or is made a party, or is threatened to be made a party, to or is otherwise involved (including, without limitation, as a witness) in any Proceeding (as defined below), subject to Section 5, the Bank agrees to and shall hold harmless and indemnify Indemnitee from and against any and all losses, claims, damages, liabilities or expenses (including attorneys’ fees, judgments, fines, taxes or penalties, amounts paid in settlement and other expenses incurred in connection with such Proceeding), which are actually incurred by Indemnitee in connection with such Proceeding and are reasonably documented (collectively, “Damages”) to the full extent permitted by law, notwithstanding that such indemnification is not specifically authorized by this Agreement, the Bank’s Organization Certificate (the “Charter”), the Bylaws, the Act or otherwise. In the event of any change, after the date of this Agreement, in any applicable law, statute or rule regarding the right of a New York banking institution to indemnify a member of its Board of Directors, such change, to the extent that it would expand Indemnitee’s rights hereunder, shall be within the purview of Indemnitee’s rights and the Bank’s obligations hereunder, and, to the extent that it would narrow Indemnitee’s rights hereunder, shall be excluded from this Agreement.

1.2 Nonexclusivity. The indemnification provided by this Agreement shall not be deemed exclusive of any rights to which Indemnatee may be entitled under the Act, the Charter, the Bylaws, any agreement, any general or specific action of the Bank's Board of Directors, vote of stockholders or otherwise. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the Charter or Bylaws, it is the intent of the parties hereto that the Indemnatee shall enjoy the greater benefits regardless of whether contained herein, in the Charter or in the Bylaws. No amendment or alteration of the Charter or Bylaws or any other agreement shall adversely affect the rights provided to Indemnatee under this Agreement.

1.3 Partial Indemnity. If Indemnatee is entitled under any provision of this Agreement to indemnification by the Bank for some or a portion of Indemnatee's expenses incurred in any Proceeding, but not, however, for all of the total amount thereof, the Bank shall nevertheless indemnify Indemnatee for the portion thereof to which Indemnatee is entitled.

1.4 Burden of Proof. In connection with any determination by the Board of Directors, any court or otherwise as to whether Indemnatee is entitled to be indemnified hereunder, the Board of Directors or court shall presume that Indemnatee has satisfied the applicable standard of conduct and is entitled to indemnification, and the burden of proof shall be on the Bank or its representative to establish that Indemnatee is not so entitled.

1.5 Reliance as Safe Harbor. Indemnatee shall be entitled to indemnification for any action or omission to act undertaken (i) in good faith reliance upon the records of the Bank, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnatee by the officers or employees of the Bank or any of its subsidiaries in the course of their duties, or by committees of the Board of Directors, or (ii) on behalf of the Bank in furtherance of the interests of the Bank in good faith in reliance upon, and in accordance with, the advice of the Bank's legal counsel, accountants or other advisors, provided such legal counsel or accountants were selected with reasonable care by or on behalf of the Bank. In addition, the knowledge and/or omissions, or failures to act, of any other director, officer, agent or employee of the Bank shall not be imputed to Indemnatee for purposes of determining the right to indemnity hereunder.

1.6 Definition of Proceeding. For purposes of this Agreement, "Proceeding" shall mean any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, in which Indemnatee is, was or becomes involved by reason of the fact that Indemnatee, or Indemnatee's testator or intestate, is or was a director of the Bank or that, being or having been such a director, Indemnatee is or was serving at the Bank's request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise (collectively a "Related Company"), including service with respect to an employee benefit plan; provided, however, that, except with respect to an action to enforce the provisions of this Agreement, "Proceeding" shall not include any action, suit or proceeding instituted by or at the direction of Indemnatee unless such action, suit or proceeding is or was authorized by the Bank's Board of Directors.

1.7 Survival. The indemnification provided under this Agreement shall apply to any and all Proceedings, notwithstanding that Indemnatee has ceased to be a director of the Bank, or a director, officer, partner, trustee, employee or agent of a Related Company.

1.8 Liability Insurance. The Bank shall use its reasonable best efforts to purchase and maintain a policy or policies of insurance with reputable insurance companies with A.M. Best Financial Strength Ratings of “B+” or better, providing Indemnatee with coverage for any liability asserted against, or incurred by, Indemnatee or on Indemnatee’s behalf by reason of the fact that Indemnatee is or was a director of the Bank or that, being or having been such a director, Indemnatee is or was serving at the Bank’s request as a director, officer, partner, trustee, employee or agent of a Related Company, including service with respect to an employee benefit plan, whether or not the Bank would have the power to indemnify Indemnatee against such liability under the provisions of this Agreement. Such insurance policies shall have coverage terms and policy limits at least as favorable to Indemnatee as the insurance coverage provided to any other director or officer of the Bank. If the Bank has such insurance in effect at the time the Bank receives from Indemnatee any notice of the commencement of a Proceeding, the Bank shall give prompt notice of the commencement of such Proceeding to the relevant insurer in accordance with the procedures set forth in the policy. The Bank shall thereafter take all necessary or desirable action to cause any such insurer to pay, on behalf of Indemnatee, all amounts payable as a result of such Proceeding in accordance with the terms of such policy.

2. Expense Advances; Indemnification Procedure

2.1 Generally. Subject to Section 2.2 and Section 5, the right to indemnification of Damages conferred by Section 1 shall include the right to have the Bank pay any expenses of Indemnatee indemnifiable pursuant to Section 1.1 hereof as such expenses are incurred and in advance of such Proceeding’s final disposition (such right is referred to hereinafter as an “Expense Advance”). The Indemnatee’s right to an Expense Advance is absolute and shall not be subject to any condition that the Bank’s Board of Directors shall not have determined that the Indemnatee is not entitled to be indemnified under applicable law. Requests of Indemnatee for advances shall be made in writing and shall provide a reasonable accounting for the expenses to be advanced by the Bank.

2.2 Conditions to Expense Advance. The Bank’s obligation to provide an Expense Advance is subject to the following conditions:

2.2.1 Undertaking. If the Proceeding arose in connection with Indemnatee’s service as a director of the Bank, then Indemnatee or his or her representative shall have executed and delivered to the Bank a written undertaking, which must be an unlimited general obligation, but shall be unsecured and interest-free and shall be accepted without reference to Indemnatee’s financial ability to make repayment, by or on behalf of Indemnatee to repay all Expense Advances if and to the extent that it shall ultimately be determined by a final, unappealable decision rendered by a court having jurisdiction over the parties and the question that Indemnatee is not entitled to be indemnified by the Bank as authorized hereby.

2.2.2 Cooperation. Indemnatee shall give the Bank such information and cooperation as it may reasonably request and as shall be within Indemnatee’s power.

2.2.3 Affirmation. Indemnatee shall furnish, upon request by the Bank and if required under applicable law, a written affirmation of Indemnatee's good faith belief that he or she has met the standard of conduct described in Section 7018 of the Act.

2.3 Indemnification Procedure. To obtain indemnification under this Agreement, Indemnatee shall submit to the Bank a written request, including therein or therewith such documentation and information as is reasonably available to Indemnatee and is reasonably necessary to determine whether and to what extent Indemnatee is entitled to indemnification. The Secretary of the Bank shall, promptly upon receipt of such a request for indemnification, advise the Board in writing that Indemnatee has requested indemnification. Notwithstanding the foregoing, any failure of Indemnatee to provide such a request to the Bank, or to provide such a request in a timely fashion, shall not relieve the Bank of any liability that it may have to Indemnatee unless, and to the extent that, such failure actually and materially prejudices the interests of the Bank. Upon any such written request by Indemnatee for indemnification, a determination with respect to Indemnatee's entitlement thereto shall be made in the specific case in the manner required by applicable law, including Section 7020 of the Act. Indemnatee shall reasonably cooperate with the person, persons or entity making such determination with respect to Indemnatee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnatee and reasonably necessary to such determination. Any written request pursuant to this Section 2.3 shall be directed to the General Counsel of the Bank at the address shown on the signature page of this Agreement (or such other address as the Bank shall designate in writing to Indemnatee pursuant to Section 10).

3. Priority

3.1 Bank Fully and Primarily Responsible. Given that certain Jointly Indemnifiable Claims may arise due to the relationship between the Fund Entities and the Bank, and the service of Indemnatee as a director of the Bank at the request of the Fund Entities, the Bank acknowledges and agrees that the Bank shall be fully and primarily responsible for the indemnification and advancement of expenses of Indemnatee in connection with any such Jointly Indemnifiable Claim, pursuant to and in accordance with the terms of this Agreement and applicable law, irrespective of any right of recovery Indemnatee may have from the Fund Entities or any of their respective Affiliates. Under no circumstances shall the Bank be entitled to any right of contribution by the Fund Entities or any of their Affiliates and no right of recovery Indemnatee may have from the Fund Entities or any of their respective Affiliates shall reduce or otherwise alter the rights of Indemnatee or the obligations of the Bank under this Agreement. In the event that any of the Fund Entities shall make any payment to the Indemnatee in respect of indemnification or advancement of expenses with respect to any Jointly Indemnifiable Claim, the Fund Entities making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnatee against the Bank under the terms of this Agreement, and the Indemnatee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Fund Entities effectively to bring suit to enforce such rights. Each of the Fund Entities shall be third-party beneficiaries with respect to this Section 3, entitled to enforce

this Section 3 against the Bank as though each of the Fund Entities were a party to this Agreement.

3.2 Definitions For purposes of this Section 3:

3.2.1 Affiliate. “Affiliate” shall mean, with respect to any person, any person directly or indirectly controlling, controlled by or under common control with, such other person. For purposes of this definition, (i) “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) when used with respect to any person, means the possession, directly or indirectly, of the power to cause the direction of management and/or policies of such person, whether through the ownership of voting securities by contract or otherwise, and (ii) “person” has the meaning given to it in Section 3(a)(9) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or any successor statute and as used in Sections 13(d)(3) and 14(d)(2) of the Exchange Act.

3.2.2 Fund Entities. “Fund Entities” shall mean any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other entity or enterprise (other than the Bank or any Related Company as to which Indemnatee has agreed, on behalf of the Bank or at the Bank’s request, to serve as a director, officer, partner, trustee, employee or agent and which service is covered by this Agreement) from whom Indemnatee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Bank may also have an indemnification or advancement obligation.

3.2.3 Jointly Indemnifiable Claims. “Jointly Indemnifiable Claim” shall mean any claim for which Indemnatee may be entitled to indemnification both from any Fund Entity, on the one hand, and the Bank, on the other hand, pursuant to applicable law, any indemnification agreement or the certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Bank or such Fund Entity.

4. Procedures for Enforcement

4.1 Enforcement. In the event that (i) a determination is made pursuant to Section 2.3 of this Agreement that Indemnatee is not entitled to indemnification under this Agreement, (ii) an Expense Advance is not made pursuant to Section 2.1 and 2.2 of this Agreement within 20 days after receipt by the Bank of a written request therefor, or (iii) payment of indemnification is not made within 20 days after any required determination has been made that Indemnatee is entitled to indemnification, Indemnatee shall be entitled, for a period of one year after any such determination is made or receipt by the Bank of any such written request therefor, as the case may be, to an adjudication in a Chosen Court (as defined below) of Indemnatee’s entitlement to such indemnification (an “Enforcement Action”). It shall be a defense to any such action that Indemnatee has not met the standards of conduct which make it permissible under the Act for the Bank to indemnify Indemnatee for the amount claimed; *provided, however*, that the Bank shall bear the burden of proof to establish that Indemnatee has not met the standards of conduct permissible under the Act.

4.2 Presumptions in Enforcement Action. In any Enforcement Action the following presumptions (and limitation on presumptions) shall apply:

(a) The Bank shall conclusively be presumed to have entered into this Agreement and assumed the obligations imposed on it hereunder in order to induce Indemnitee to serve as a director of the Bank;

(b) Neither (i) the failure of the Bank (including the Bank's Board of Directors, independent or special legal counsel or the Bank's stockholders) to have made a determination prior to the commencement of the Enforcement Action that indemnification of Indemnitee is proper in the circumstances nor (ii) an actual determination by the Bank, its Board of Directors, independent or special legal counsel or stockholders that Indemnitee is not entitled to indemnification shall be a defense to the Enforcement Action or create a presumption that Indemnitee is not entitled to indemnification hereunder; and

(c) If Indemnitee is or was serving as a director, officer, employee, trustee or agent of a corporation of which a majority of the shares entitled to vote in the election of its directors is held by the Bank or in an executive or management capacity in a partnership, joint venture, trust or other enterprise of which the Bank or a wholly-owned subsidiary of the Bank is a general partner or has a majority ownership, then such corporation, partnership, joint venture, trust or enterprise shall conclusively be deemed a Related Company and Indemnitee shall conclusively be deemed to be serving such Related Company at the request of the Bank.

4.3 Attorneys' Fees and Expenses for Enforcement Action. In the event Indemnitee is required to bring an Enforcement Action, the Bank shall indemnify and hold harmless Indemnitee against all of Indemnitee's fees and expenses in bringing and pursuing the Enforcement Action (including attorneys' fees at any stage, including on appeal), which fees and expenses are actually and reasonably incurred by Indemnitee in connection with such Enforcement Action and are reasonably documented; provided, however, that the Bank shall not be required to provide such indemnity for such attorneys' fees or expenses if a court of competent jurisdiction makes a final non-appealable determination that each of the material assertions made by Indemnitee in such Enforcement Action was not made in bad faith and were the result of active and deliberate dishonesty.

5. Limitations on Indemnity; Mutual Acknowledgment

5.1 Limitation on Indemnity. Notwithstanding anything herein to the contrary, no indemnity pursuant to this Agreement shall be provided by the Bank:

(a) For Damages that have been paid directly to Indemnitee by any other source (including an insurance carrier under a policy of officers' and directors' liability insurance maintained by the Bank) other than Fund Entities pursuant to Section 3;

(b) On account of Indemnitee's conduct which is has been determined by a non-appealable final adjudication to fall within one or more of the exclusions set forth in the Act;

(c) If a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful; or

(d) With regard to any judicial award if the Bank was not given a reasonable and timely opportunity, at its expense, to participate in the defense of such action which has resulted in actual material prejudice to the Bank; provided, however, that the Bank's liability hereunder shall not be excused if participation in the Proceeding by the Bank was not permitted by this Agreement.

5.2 Legal Limitation. Both the Bank and Indemnitee acknowledge that in certain instances, applicable law or regulation may prohibit the Bank from or limit the Bank in indemnifying its directors and officers, and/or the directors and officers of any Related Company under this Agreement or otherwise. The Indemnitee further acknowledges that regulatory approval may be, under applicable law or regulation, required in advance of, and as a condition to, any payment hereunder. To the extent that any such approval must be obtained by the Bank, the Bank shall take all actions reasonably necessary to obtain any such approval and to file all notices with respect to any indemnification payment required by Section 7022 of the Act or otherwise. Notwithstanding anything herein to the contrary, the Bank shall not be required to make any indemnification payment (including without limitation any Expense Advance) to the extent such payment is prohibited or limited pursuant to 12 U.S.C. § 1828(k) or by 12 C.F.R. Part 359 or Sections 7018 - 7023 of the Act and any such payment made shall be in compliance with requirements imposed pursuant to 12 U.S.C. § 1828(k) or by 12 C.F.R. Part 359 or Sections 7018 - 7023 of the Act including, without limitation, any required agreements of Indemnitee.

6. Notification and Defense of Claim

6.1 Notification. Promptly after receipt by Indemnitee of notice of the commencement of any Proceeding, Indemnitee will, if a claim in respect thereof is to be made against the Bank under this Agreement, notify the Bank of the commencement thereof; but the omission to so notify the Bank will not relieve the Bank from any liability which it may have to Indemnitee under this Agreement unless and only to the extent that such omission can be shown to have actually and materially prejudiced the Bank's ability to defend the Proceeding. Notice to the Bank shall be directed to the General Counsel of the Bank at the address shown on the signature page of this Agreement (or such other address as the Bank shall designate in writing to Indemnitee pursuant to Section 10).

6.2 Defense of Claim. With respect to any Proceeding as to which Indemnitee seeks indemnification or reimbursement hereunder:

(a) The Bank may participate therein at its own expense;

(b) The Bank, by itself or jointly with any other indemnifying party similarly notified, may assume the defense thereof, with counsel reasonably satisfactory to Indemnitee. After notice from the Bank to Indemnitee of its election to assume the defense thereof, the Bank shall not be liable to Indemnitee under this Agreement for any legal or other expenses (other than reasonable costs of investigation) subsequently incurred by Indemnitee in connection with the defense thereof unless (i) the employment of counsel by Indemnitee has been authorized by the Bank, (ii) Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Bank and Indemnitee in the conduct of the defense of such action, or (iii) the Bank shall not within 30 days, in fact, have employed counsel to assume the defense of such action, in

each of which cases the fees and expenses of counsel shall be at the expense of the Bank. The Bank shall not be entitled to assume the defense of any action, suit or proceeding brought by or on behalf of the Bank or as to which Indemnatee shall have made the conclusion provided for in clause (ii) above. For the avoidance of doubt, Indemnatee shall not be required to utilize counsel selected by or representing the Bank or any other Indemnatee without the express consent of

Indemnatee, which consent may be withheld in his or her discretion;

(c) Subject to the Bank's compliance with its obligations under Section 2.1, the Bank shall not be liable to indemnify Indemnatee under this Agreement for any amounts paid in settlement of any Proceeding effected without its written consent;

(d) The Bank shall not settle any action or claim in any manner which would impose any penalty or limitation on Indemnatee without Indemnatee's written consent;

(e) Indemnatee shall give the Bank such information and cooperation as it may reasonably request and as shall be within Indemnatee's power;

(f) To the fullest extent permitted by applicable law, the Bank's assumption of the defense of a Proceeding pursuant to this Section 6 will constitute an irrevocable acknowledgement by the Bank that any expenses incurred by or for the account of Indemnatee that are payable by the Bank pursuant to Section 6.2(b) in connection therewith are indemnifiable by the Bank hereunder.

7. Subrogation

In the event of payment under this Agreement by or on behalf of the Bank, except as provided in Section 3, the Bank shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee, who shall execute all papers that may be required and shall do all things that may be necessary to secure such rights, including without limitation, the execution of such documents as may be necessary to enable the Bank effectively to bring suit to enforce such rights. The Bank shall pay or reimburse all expenses actually and reasonably incurred by Indemnatee in connection with such subrogation.

8. Severability

Nothing in this Agreement is intended to require or shall be construed as requiring the Bank to do or fail to do any act in violation of applicable law. The Bank's inability, pursuant to court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. The provisions of this Agreement shall be severable, as provided in this Section 8. If this Agreement or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Bank shall nevertheless indemnify Indemnatee to the full extent permitted by any applicable portion of this Agreement that shall not have been invalidated, and the balance of this Agreement not so invalidated shall be enforceable in accordance with its terms.

9. Governing Law; Binding Effect; Amendment and Termination; Specific Performance

(a) This Agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Bank), assigns, spouses, heirs, executors and personal and legal representatives. The Bank shall require and cause any successor(s) (whether directly or indirectly, whether in one or a series of transactions, and whether by purchase, merger, consolidation, or otherwise) to all or a significant portion of the business and/or assets of the Bank and/or its subsidiaries (on a consolidated basis) expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Bank would be required to perform if no such succession had taken place; *provided* that no such assumption shall relieve the Bank from its obligations hereunder and any obligations shall thereafter be joint and several. Except as provided in Section 3.1, nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement to any persons other than the parties to it and their respective successors and assigns (including an estate of Indemnatee), nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party hereto.

(c) No amendment, modification, termination or cancellation of this Agreement shall be effective unless in writing signed by both parties.

(d) The parties recognize that if any provision of this Agreement is violated by the parties hereto, Indemnatee may be without an adequate remedy at law. Accordingly, in the event of any such violation, Indemnatee shall be entitled, if Indemnatee so elects, to institute proceedings, either in law or at equity, to obtain damages, to obtain specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as Indemnatee may elect to pursue.

(e) The parties hereby irrevocably and unconditionally agree that any suit, action or proceeding arising out of or relating to this Agreement shall be brought in the United States District Court for the Southern District of New York sitting in the borough of Manhattan, New York, New York, or, if that court does not have subject matter jurisdiction, in any New York State court located in The City and County of New York (such courts, the “Chosen Courts”), and each of the parties hereby irrevocably consents to the jurisdiction of the Chosen Courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any Chosen Court or that any such suit, action or proceeding which is brought in any Chosen Court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any Chosen Court. The parties hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the Chosen Courts for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Miscellaneous

(a) All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed duly given (i) if delivered by hand and receipted for by the party addressee, on the date of such receipt, or (ii) if mailed by domestic certified or registered mail, postage prepaid, on the third business day after the date postmarked. Addresses for notice to either party are as shown on the signature page of this Agreement or as subsequently modified by written notice given pursuant to this Section 10.

(b) This Agreement may be executed in counterparts (including by facsimile or other electronic transmission), each of which shall constitute an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on and as of the day and year first above written.

AMALGAMATED BANK

By:_____

Name:

Title:

INDEMNITEE

By: _____

Name:

Title:

EXHIBIT C
BYLAWS OF THE BANK

**Bylaws
of
Amalgamated Bank**

[Intentionally Omitted. See Exhibit 3.2 to this Registration Statement on Form 10.]

EXHIBIT D
CHARTER OF THE WORKERS UNITED ADVISORY BOARD

[Intentionally Omitted. To be filed by Amendment to this Registration Statement on Form 10.]

SCHEDULE I
INCUMBENT DIRECTORS

[Intentionally Omitted. To be filed by Amendment this Registration Statement on Form 10.]

EXHIBIT 4.4 TO FORM 10

Registration Rights Agreement, dated April 11, 2012

REGISTRATION RIGHTS AGREEMENT

by and among

AMALGAMATED BANK

and

THE SHAREHOLDERS NAMED HEREIN

Dated as of April 11, 2012

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REGISTRATION RIGHTS AGREEMENT, dated as of April 11, 2012, by and among Amalgamated Bank, a New York state-chartered non-member bank (the “Bank”), and the Investor Shareholders listed on the signature pages of this Agreement (each a “Shareholder” and collectively, the “Shareholders”).

WHEREAS, the Shareholders have purchased shares of the Bank’s Class A Voting Common Stock, par value \$10.00 per share (the “Class A Common Stock”); and

WHEREAS, concurrently herewith, the Bank, the Shareholders and certain other shareholders of the Bank are entering into an Investor Rights Agreement providing for certain agreements with respect to the corporate governance, shareholdings and certain other matters relating to the Bank (the “Investor Rights Agreement”).

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Certain Definitions.

Capitalized terms used but not defined herein have the meanings set forth in the Investor Rights Agreement. In addition, the following terms shall have the following meanings:

“Affiliate” means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with, such other Person. For purposes of this definition, “control” (including, with correlative meanings, “controlling,” “controlled by” and “under common control with”) when used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” means this Registration Rights Agreement, including all amendments, modifications and supplements and any exhibits or schedules to any of the foregoing, and shall refer to this Registration Rights Agreement as the same may be in effect at the time such reference becomes operative.

“Bank” has the meaning set forth in the introductory paragraph.

“BHC Act” means the Bank Holding Company Act of 1956, as amended.

“Covered Shares” means (i) any shares of Class A Common Stock issued to the Shareholders pursuant to the Stock Purchase Agreements, including any Additional Shares or DTA Adjustment Shares (as defined therein), (ii) any shares of Class A Common Stock acquired by the Shareholders in addition to those referred to in clause (i) after the date of this Agreement and prior to the date of an Initial Public Offering and (iii) any other security into or for which the Class A Common Stock referred to in clause (i) or (ii) has been reclassified, converted, substituted or exchanged, including any security of New HoldCo issued in any Holding

Company Formation pursuant to Section 2(i) below, and any security issued or issuable with respect thereto upon any stock dividend, split, merger, recapitalization or similar event.

“Demand Registration” has the meaning set forth in Section 2(a) hereof.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“FDI Act” has the meaning set forth in Section 2(i) hereof.

“Governmental Entity” means any national, federal, state, municipal, local, territorial, foreign or other government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal having supervisory or regulatory authority over the Bank or any Subsidiary of the Bank.

“Holder” means any holder of record of Registrable Common Stock and any transferees of such Registrable Common Stock from such Holders in accordance with the Investor Rights Agreement (if the Investor Rights Agreement has not earlier terminated). For purposes of this Agreement, the Bank may deem and treat the registered holder of Registrable Common Stock as the Holder and absolute owner thereof, and the Bank shall not be affected by any notice to the contrary.

“Holding Company Formation” has the meaning set forth in Section 2(i) hereof.

“Initial Public Offering” means the first underwritten public offering of the Class A Common Stock (or other equity securities of the Bank) to the general public through a registration statement filed with the SEC.

“Initiating Holder” has the meaning set forth in Section 2(a) hereof. For purposes of this Agreement, each group of two or more affiliated WL Ross Shareholders collectively making a request for a Demand Registration and two or more affiliated Yucaipa Shareholders collectively making a request for a Demand Registration shall be deemed to be one Initiating Holder.

“New HoldCo” means a newly-formed Delaware corporation that is formed in connection with any Holding Company Formation pursuant to Section 2(i) below.

“Other Holders” means, collectively, all Holders other than the Principal Holders.

“Person” means any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, incorporated organization, association, corporation, institution, public benefit corporation, Governmental Entity or any other entity.

“Piggyback Registration” means (i) an Initial Public Offering where the Bank registers any of its common equity securities under the Securities Act for the account of the Bank and/or one or more shareholders of the Bank and the registration form to be used may be used for any registration of Registrable Common Stock, and (ii) any registration of the Bank’s common equity securities under the Securities Act that is effected at any time following consummation of an Initial Public Offering, whether such registration is effected for the Bank’s own account or for

the account of one or more shareholders of the Bank, and the registration form to be used may be used for any registration of Registrable Common Stock, other than any such registration incidental to the registration of any of the Bank's securities (x) on Form S-8 or in connection with any employee or director welfare, benefit or compensation plan, (y) on Form S-4 or solely in connection with an exchange offer or (z) solely in connection with a rights offering exclusively to existing holders of the Bank's common stock. For the avoidance of doubt, Piggyback Registration is governed by Section 3 herein and does not include any Demand Registration.

"Principal Holder" means any of the Investor Shareholders, and any assignee of an Investor Shareholder's Demand Registrations pursuant to Section 10(c).

"Prospectus" means the prospectus or prospectuses forming a part of, or deemed to form a part of, or included in, or deemed included in, any Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Common Stock covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus or prospectuses.

"Qualifying Registration Event" shall mean a firm commitment underwritten public offering of shares of Class A Common Stock (or any shares into which the Class A Common Stock is reclassified or for which the Class A Common Stock is converted, substituted or exchanged) for cash pursuant to a registration statement or registration statements (other than on Form S-4, S-8 or a comparable form) under the Securities Act (i) pursuant to which there is established a listing on a national securities exchange for the Class A Common Stock (or any shares into which the Class A Common Stock is reclassified or for which the Class A Common Stock is converted, substituted or exchanged), and (ii) with aggregate gross proceeds of at least seventy-five million U.S. dollars (\$75,000,000.00) (net of any underwriting discount or other underwriting fees, commissions or expenses).

"Registrable Common Stock" means the Covered Shares; provided, however, that Registrable Common Stock shall not include (i) any securities sold by a Person to the public either pursuant to a Registration Statement or Rule 144 under the Securities Act, (ii) in the case of Other Holders only, any securities which may be sold without restriction or limitation pursuant to the last sentence of Rule 144(b)(1)(i) under the Securities Act or (iii) any securities that have ceased to be outstanding. "Registration Expenses" has the meaning set forth in Section 6(a) hereof.

"Registration Statement" means any registration statement of the Bank providing for the registration of, and the sale by holders of, any Registrable Common Stock pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all materials incorporated by reference in such Registration Statement.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

“Shelf Option” has the meaning set forth in Section 2(a) hereof.

“Shelf Registration Statement” has the meaning set forth in Section 2(a) hereof.

“Stock Purchase Agreements” mean securities purchase agreements, dated as of September 23, 2011, as amended on April 10, 2012, with each of the Investor Shareholders.

“Suspension Notice” has the meaning set forth in Section 5(e) hereof.

“underwritten registration” or “underwritten offering” means a registration in which securities of the Bank are sold to one or more underwriters (as defined in Section 2(a)(11) of the Securities Act) for resale to the public.

2. Demand Registrations.

(a) Right to Request Registration. Subject to Section 2(d), at any time after the earlier of (i) the date that is thirty (30) months from the date of the Closing and (ii) six (6) months after the occurrence of an Initial Public Offering, upon the written request of any Principal Holder (the “Initiating Holder”), such Initiating Holder may request that the Bank effect the registration under the Securities Act of all or part of the Registrable Common Stock held by such Initiating Holder (a “Demand Registration”), which written request shall specify the intended method or methods of disposition of such Registrable Common Stock. The Bank shall use its reasonable best efforts to promptly, and in any event (1) in the case of a Demand Registration that is an Initial Public Offering, not later than six (6) months after receipt of such request, or (2) in the case of any other Demand Registration, not later than thirty (30) days after receipt of such request, file a registration statement on any applicable form that is then available to (and as determined by, subject to good faith consultation with the Initiating Holder) the Bank under the Securities Act, and to cause such registration statement to be declared effective as promptly as practicable after receipt of such request. In connection with any Demand Registration, the Initiating Holder thereof may elect that the Bank effect such registration by filing a registration statement under the Securities Act (a “Shelf Registration Statement”) which provides for the sale by the Initiating Holder of its Registrable Common Stock from time to time on a delayed or continuous basis pursuant to Rule 415 under the Securities Act, which registration statement shall provide for the disposition of Registrable Common Stock pursuant to such distribution methods as the Initiating Holder set forth in the written request therefor (the “Shelf Option”); provided, that the Bank is eligible to register securities on a delayed or continuous basis pursuant to Rule 415 under the Securities Act. Each request for registration shall specify the approximate number of shares of Registrable Common Stock requested to be registered. Upon the receipt of a request for a Demand Registration, the Bank promptly shall give written notice of such proposed Demand Registration and the intended method of disposition stated in the request for such Demand Registration to all Holders other than the Initiating Holder and, subject to the terms of this Agreement, shall include in such Demand Registration (and in all related registrations and qualifications under state “blue sky” laws or in compliance with other registration requirements and in any related underwriting) all Registrable Common Stock of the Holders with respect to which the Bank has received written requests for inclusion therein (which requests, to be effective, shall contain a consent to the intended method

of disposition included in the request for such Demand Registration) within fifteen (15) calendar days after the delivery of such notice.

(b) Number of Demand Registrations. Subject to the provisions of Section 2(a), the Principal Holders shall be entitled to request an aggregate of six (6) Demand Registrations (allocated three (3) to each of the WL Ross Shareholders (collectively) and the Yucaipa Shareholders (collectively)). The Principal Holders will have the right to make only two (2) requests for Demand Registration within any twelve (12) month period; provided that a request will not be deemed to constitute a request for purposes of the foregoing limitation if such request is withdrawn pursuant to Section 2(d) or is not counted as one of the permitted Demand Registrations pursuant to the following sentence. A registration will not count as one of the permitted Demand Registrations (i) if the registration statement thereto does not become effective, (ii) if the registration statement thereto has not remained effective until the earlier of the time when all Registrable Common Stock included therein by the Initiating Holder is sold or the end of the period described in Section 2(f) or (h), as the case may be, (iii) if, after it has become effective, such registration statement becomes subject to any stop order, injunction or other order or requirement of the SEC or other Governmental Entity for any reason during the period described in Section 2(f) or (h), as the case may be, unless such order or requirement is lifted and the registration statement becomes effective, (iv) if the conditions to closing specified in the purchase agreement or underwriting agreement entered into in connection with the offering and sale of Registrable Common Stock under such registration statement are not satisfied or waived, except if the failure of such closing conditions to be satisfied is caused by the Initiating Holder, or (v) if the Initiating Holder is not able to register and sell at least 50% of the Registrable Common Stock requested to be included by such Initiating Holder in such Demand Registration, other than by reason of such Initiating Holder withdrawing its request or terminating the offering.

(c) Priority on Demand Registrations. If the managing underwriters of the requested Demand Registration advise the Bank in writing (with a copy to the Holders demanding to participate in such registration) that in their opinion the number of shares of Registrable Common Stock proposed to be included in any such registration exceeds the number of securities which can be sold in such offering and/or that the number of shares of Registrable Common Stock proposed to be included in any such registration would adversely affect the price per share of the Registrable Common Stock to be sold in such offering, the Bank shall include in such registration only the number of shares of Registrable Common Stock which in the opinion of such managing underwriters can be so sold. If the number of shares which can be sold is less than the number of shares of Registrable Common Stock proposed to be registered, the amount of Registrable Common Stock to be so sold shall be allocated (i) first, pro rata among the Principal Holders desiring to participate in such registration on the basis of the amount of such Registrable Common Stock initially proposed to be registered by such Principal Holders, (ii) second, pro rata among the Other Holders of Registrable Common Stock desiring to participate in such registration on the basis of the amount of such Registrable Common Stock initially proposed to be registered by such Other Holders and (iii) third, to the Bank.

(d) Restrictions on Demand Registrations. The Bank shall not be obligated to effect any Demand Registration unless the Initiating Holder, together with all other Holders, requests to effect the registration of Registrable Common Stock having an anticipated aggregate offering

price, net of any underwriting discounts or commissions, of at least ten million dollars (\$10,000,000). The Bank shall not be obligated to effect any Demand Registration within ninety (90) calendar days after the effective date of a previous Demand Registration or a previous registration under which the Initiating Holder had piggyback rights pursuant to Section 3 hereof. In addition, the Bank shall not be obligated to effect any Demand Registration if the Bank has previously received a Demand Registration from another Holder or Holders, or the Bank or the holding company formed in the Holding Company Formation has filed a registration statement pursuant to Section 2(i), and in either case, the effectiveness of the applicable registration statement is still pending and being diligently pursued by the Bank. The Bank may postpone for up to one hundred twenty (120) calendar days the filing or the effectiveness of a Registration Statement for a Demand Registration if, based on the good faith judgment of the Bank's board of directors, such postponement is necessary in order to avoid premature disclosure of a material matter required, as determined by the Bank after consultation with outside counsel, to be otherwise disclosed in the Prospectus that the board has determined would not be in the best interest of the Bank to be disclosed at such time; provided, however, that the Bank shall not be entitled to so postpone unless it shall (A) concurrently request the suspension of sales by other security holders under registration statements covering Bank securities held by such other security holders, (B) in accordance with the Bank's policies from time to time in effect, forbid purchases and sales in the open market by senior executives of the Bank, and (C) itself refrain from any public offering and open market purchases during the postponement; and provided, further, however, that if the Bank postpones the filing or effectiveness of a Registration Statement pursuant to this sentence, the Initiating Holder requesting the related Demand Registration shall be entitled to withdraw such request and, if such request is withdrawn, such Demand Registration shall not count as one of the permitted Demand Registrations. The Bank shall provide written notice to the Initiating Holder requesting such Demand Registration and all other Holders of (x) any postponement of the filing or effectiveness of a Registration Statement pursuant to this Section 2(d), (y) the Bank's decision to file or seek effectiveness of such Registration Statement following such postponement and (z) the effectiveness of such Registration Statement.

(e) Selection of Underwriters. If any of the Registrable Common Stock covered by a Demand Registration is to be sold in an underwritten offering, the Initiating Holder shall have the right to select the managing underwriter(s) to administer the offering subject to the approval of the Bank, which will not be unreasonably withheld; provided that the Bank shall have the right to appoint a co-manager reasonably acceptable to the Initiating Holder.

(f) Effective Period of Demand Registrations. After any Demand Registration filed pursuant to this Agreement has become effective, the Bank shall use its reasonable best efforts to keep such Demand Registration effective for a period equal to one hundred eighty (180) calendar days from the date on which the SEC declares such Demand Registration effective (or if such Demand Registration is not effective during any period within such one hundred eighty (180) calendar days or if disposition of Registrable Common Stock is suspended in the circumstances described in Section 5(e)), such one hundred eighty (180) -day period shall be extended by the number of days during such period when such Demand Registration is not effective or is suspended as provided in Section 5(e), or such shorter period which shall terminate when all of the Registrable Common Stock covered by such Demand Registration has been sold pursuant to such Demand Registration.

(g) Registration Statement Form. Demand Registrations shall be on such appropriate registration form of the SEC as shall be selected by the Bank, subject to good faith consultation with the Initiating Holder.

(h) Shelf Option. If the Initiating Holder elects the Shelf Option, the Bank agrees to use its reasonable best efforts to keep the Shelf Registration Statement continuously effective and usable for the resale of the Registrable Common Stock registered thereunder for a period ending on the first date on which all the Registrable Common Stock covered by such Shelf Registration Statement shall have been sold pursuant to such Shelf Registration Statement.

(i) Qualifying Registration Event. The Bank agrees to file (or cause any newly-formed holding company of the Bank to file) a registration statement on the appropriate form with the SEC with respect to a Qualifying Registration Event not later than thirty (30) months after the date of this Agreement, and to use reasonable best efforts to complete (or to cause any newly-formed holding company of the Bank to complete), such Qualifying Registration Event as promptly as practicable thereafter. In connection with such Qualifying Registration Event, the Board shall consult with its financial advisor and/or proposed underwriters for the offering contemplated by such Qualifying Registration Event with respect to the formation of a new holding company as the optimal means for effecting the offering, and the Bank and the Shareholders shall use commercially reasonable efforts to form a Delaware corporation as the new holding company of the Bank, to effect an exchange of Bank Securities for securities in the new holding company having substantially equivalent rights and privileges as those of the Bank Securities so exchanged, and to enter into agreements providing for arrangements with respect to the governance of the new holding company that are substantially equivalent to the governance and other arrangements set forth in the Charter, Bylaws and Transaction Documents (collectively, the "Holding Company Formation"), including using commercially reasonable efforts to obtain all requisite regulatory approvals for the Holding Company Formation, provided that in no event shall the parties be required to effect the Holding Company Formation to the extent that doing so (1) would result in any Principal Holder or any of its Affiliates being deemed to control the Bank for purposes of the BHC Act or the Federal Deposit Insurance Act (the "FDI Act") or being required to register as a bank holding company, (2) would be reasonably likely to result in any labor union (including any joint boards, locals, funds, trusts or similar organizations affiliated with any such union) that owns shares issued by the Bank losing the exemption from Section 4 of the BHC Act provided at 12 U.S.C. 1843(c)(i) with respect to its investment in the Bank or (3) would result in any diminution or adverse change to the governance and other rights of any Principal Holder under the Charter, Bylaws or Transaction Documents; provided, further, that any time period within which the Bank is required to file a registration statement or effect a registration pursuant to the terms of this Section 2(i) shall be tolled until any regulatory approval required to effect the Holding Company Formation has been obtained (so long as the Bank shall use its commercially reasonable efforts to obtain such approval as promptly as practicable). The Bank shall (or shall cause any newly formed holding company to) issue and sell such number of securities in the Qualifying Registration Event as is requested by the managing underwriters if they determine such issuance and sale to be reasonably necessary for the successful marketing of the Qualifying Registration Event; provided that the Bank (or such newly formed holding company) shall not be obligated to issue and sell securities in such Qualifying Registration Event to the extent, and solely to the extent, such issuance and sale would result in one or more labor organizations (including joint boards, locals, funds, trusts and similar organizations affiliated

therewith) collectively ceasing to own in the aggregate a majority of the outstanding shares of Class A Common Stock (or any shares into which the Class A Common Stock is reclassified or for which the Class A Common Stock is converted, substituted, or exchanged) after giving effect to such issuance and sale (provided, such labor organization(s) (including joint boards, locals, funds, trusts and similar organizations affiliated therewith) collectively own in the aggregate, at the time of the Qualifying Registration Event, at least a majority of the outstanding shares of Class A Common Stock (or any shares into which the Class A Common Stock is reclassified or for which the Class A Common Stock is converted, substituted, or exchanged)).

3. Piggyback Registrations.

(a) Right to Piggyback. Whenever the Bank proposes to effect a Piggyback Registration, the Bank shall give prompt written notice (in any event within ten (10) calendar days after its receipt of notice of any exercise of other demand registration rights) to all Holders of its intention to effect such a registration, which notice the Holders shall keep confidential, and, subject to Sections 3(b) and 3(c), shall include in such registration on the same terms as the Bank and other Persons selling securities in connection with such registration all Registrable Common Stock with respect to which the Bank has received written requests for inclusion therein from a Holder within fifteen (15) calendar days after the receipt by such Holder of the Bank's notice. The Bank's notice shall specify, at a minimum, the number of equity securities proposed to be registered, the proposed date of filing of such registration statement with the SEC, the proposed means of distribution, the proposed managing underwriter or underwriters (if any and if known) and a good faith estimate by the Bank of the proposed minimum offering price of such equity securities. The Bank may postpone or withdraw the filing or the effectiveness of a Piggyback Registration initiated by the Bank at any time in its sole discretion; provided that such postponement or withdrawal does not relieve the Bank of its obligations to pay registration expenses pursuant to Section 6. Each Holder shall be permitted to withdraw all or part of such Holder's Registrable Common Stock from a Piggyback Registration at any time prior to the effectiveness of such registration.

(b) Priority on Primary Registrations. If a Piggyback Registration is an underwritten primary registration on behalf of the Bank, and the managing underwriters advise the Bank in writing that in their opinion the number of equity securities requested to be included in such registration exceeds the number which can be sold in such offering and/or that the number of shares of Registrable Common Stock proposed to be included in any such registration would adversely affect the price per share of the Bank's equity securities to be sold in such offering, the Bank shall include in such registration (i) first, the equity securities the Bank proposes to sell, and (ii) second, the equity securities requested to be included in such registration (including the Registrable Common Stock requested to be included therein), pro rata among the holders of such equity securities on the basis of the number of shares requested to be registered by such holders.

(c) Priority on Secondary Registrations. If a Piggyback Registration is an underwritten secondary registration on behalf of a holder of the Bank's equity securities (other than a Demand Registration hereunder), and the managing underwriters advise the Bank in writing that in their opinion the number of equity securities requested to be included in such registration exceeds the number which can be sold in such offering and/or that the number of shares of Registrable Common Stock proposed to be included in any such registration would

adversely affect the price per share of the Bank's equity securities to be sold in such offering, the Bank shall include in such registration the equity securities requested to be included therein (including the Registrable Common Stock requested to be included in such registration), pro rata among the holders of such equity securities on the basis of the number of shares requested to be registered by such holders.

(d) Selection of Underwriters. If any Piggyback Registration is an underwritten primary offering on behalf of the Bank, the Bank shall have the right to select the managing underwriter or underwriters to administer any such offering.

4. Holdback Agreements. In the event of a registration by the Bank involving the offering and sale by the Bank of equity securities, each Holder hereby agrees that, if requested by the applicable managing underwriter or placement agent, it will not, without the prior written consent of the applicable managing underwriter or placement agent, during the period commencing on the date of the final prospectus relating to such registration and ending on the date specified by the Bank and the managing underwriter or placement agent (such period not to exceed one hundred and eighty (180) calendar days; provided, that if the Bank releases or proposes to release an earnings or other public release within fifteen (15) calendar days of the last day of such period, then in each such case such period may be extended upon the request of the managing underwriter for an additional period of up to fifteen (15) calendar days from the date of the issuance of such earnings or other public release (each such fifteen- (15-) calendar day period being further subject to any amendment to the rules and regulations promulgated by the Financial Industry Regulatory Authority or by the SEC)), except for such equity securities as shall be included in such registration, (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right, or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any Class A Common Stock owned by such Holder or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such Class A Common Stock, whether any such transaction described is to be settled by delivery of the Class A Common Stock or other securities, in cash, or otherwise; provided, however, that the foregoing will apply only if the then named executive officers (or senior officers performing comparable functions) and directors of the Bank then holding securities of the Bank enter into similar agreements. The foregoing provisions of this Section 4 will not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters or placement agent in connection with such registration that are consistent with this Section 4; provided, that the named executive officers (or senior officers performing comparable functions) and directors of the Bank then holding securities of the Bank enter into similar agreements if requested by the underwriters or placement agent.

5. Registration Procedures. (a) Subject to the penultimate sentence of Section 3(a) (in the case of a Piggyback Registration), whenever any Registrable Common Stock is to be registered pursuant to Section 2 or 3 of this Agreement, the Bank shall use its reasonable best efforts to effect the registration and the sale of such Registrable Common Stock in accordance with the intended methods of disposition thereof as indicated in the applicable request for a Demand Registration, and pursuant thereto the Bank shall as expeditiously as possible:

(i) prepare and as soon as practicable (but in any event within ninety (90) calendar days after receipt of a request pursuant to Section 2(a)) file with the SEC a Registration Statement with respect to such Registrable Common Stock and use its reasonable best efforts to cause such Registration Statement to become effective as soon as practicable thereafter;

(ii) prepare and file with the SEC such amendments and supplements to such Registration Statement and the Prospectus used in connection therewith as may be necessary to keep such Registration Statement effective for such a period as is necessary to complete the disposition of the securities covered by such Registration Statement (subject to Sections 2(f) and (h) of this Agreement) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement during such period in accordance with the intended methods of disposition set forth in such Registration Statement;

(iii) furnish to each seller of Registrable Common Stock such number of copies of such Registration Statement, and each amendment and supplement thereto, the Prospectus included in such Registration Statement (including each preliminary Prospectus) or filed under Rule 424 of the Securities Act with the SEC and such other documents as such seller may reasonably request in order to facilitate the disposition of the Registrable Common Stock owned by such seller;

(iv) use its reasonable best efforts to register or qualify such Registrable Common Stock under such other securities or “blue sky” laws of such jurisdictions as any seller and any underwriter(s) reasonably requests and do any and all other acts and things which may be reasonably requested by such seller or underwriter that is necessary or advisable to enable such seller and any underwriter(s) to consummate the disposition in such jurisdictions of the Registrable Common Stock owned by such seller (provided, that the Bank will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph (iv), (B) subject itself to taxation in any such jurisdiction or (C) consent to general service of process in any such jurisdiction);

(v) notify each seller of such Registrable Common Stock, at any time when a Prospectus relating thereto is required to be delivered under the Securities Act, of the occurrence of any event as a result of which the Prospectus included in such Registration Statement or filed under Rule 424 of the Securities Act with the SEC contains an untrue statement of a material fact or omits any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and, at the request of any such seller, the Bank shall promptly prepare a supplement or amendment to such Prospectus so that, as thereafter delivered to the purchasers of such Registrable Common Stock, such Prospectus shall not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vi) in the case of an underwritten offering, enter into customary agreements (including underwriting agreements in customary form) and take such other reasonable

and customary actions as deemed advisable by the underwriter(s) in order to expedite or facilitate the disposition of such Registrable Common Stock (including, without limitation and to the extent reasonably customary, effecting a stock split or a combination of shares and making members of senior management of the Bank available to participate in, and cause them to cooperate with the underwriters in connection with, “road-show” and other customary marketing activities (including one-on-one meetings with prospective purchasers of the Registrable Common Stock)) and cause to be delivered to the underwriters opinions of counsel to the Bank in customary form, covering such matters as are customarily covered by opinions for an underwritten public offering as the underwriters may request and addressed to the underwriters;

(vii) to the extent reasonably customary, make available, for inspection by any seller of Registrable Common Stock, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by any such seller or underwriter, all financial and other records, pertinent corporate documents and properties of the Bank, and cause the Bank’s officers, directors, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such Registration Statement;

(viii) use its reasonable best efforts to cause all such Registrable Common Stock to be listed on each securities exchange or quotation system on which securities of the same class issued by the Bank are then listed, or if no such similar securities are then listed, on a national securities exchange selected by the Bank; provided that the Holders acknowledge that each national securities exchange has listing standards, which may operate to limit the entities of which securities may be listed on such exchange, or which classes or series of such securities may be so listed, on the basis of size, operations, corporate governance, authorized or issued capital stock, number of shareholders or securities outstanding or otherwise, and the Holders hereby acknowledge and agree that the Bank will not be required to alter or seek to alter its size, operations or other quantitative measures of business, or its issued capital stock or number of shareholders or securities outstanding, in order to meet or seek to meet the listing standards of any national securities exchange; provided, further, that the Bank will not be obligated to effect a listing on more than one securities exchange;

(ix) provide a transfer agent and registrar for all such Registrable Common Stock not later than the effective date of such Registration Statement;

(x) cooperate with the Holders of Registrable Common Stock being offered pursuant to the Registration Statement to issue and deliver, or cause its transfer agent to issue and deliver, certificates (or shares in book-entry form) representing Registrable Common Stock to be offered pursuant to the Registration Statement within a reasonable time after the delivery of certificates (or shares in book-entry form) representing the Registrable Common Stock to the transfer agent or the Bank, as applicable, and enable such certificates (or shares in book-entry form) to be in such denominations or amounts as the Holders may reasonably request and registered in such names as the Holders may request;

(xi) if requested, cause to be delivered, immediately prior to the effectiveness of the Registration Statement (and, in the case of an underwritten offering, at the time of delivery of any Registrable Common Stock sold pursuant thereto), comfort letters from the Bank's independent certified public accountants addressed to each underwriter, if any, stating that such accountants are independent public accountants within the meaning of the Securities Act and the applicable rules and regulations adopted by the SEC thereunder, and otherwise in customary form and covering such financial and accounting matters as are customarily covered by letters of the independent certified public accountants delivered in connection with primary or secondary underwritten public offerings, as the case may be;

(xii) make generally available to its shareholders a consolidated earnings statement (which need not be audited) for at least the 12 months beginning after the effective date of a Registration Statement as soon as reasonably practicable after the end of such period, which earnings statement shall satisfy the requirements of an earnings statement under Section 11(a) of the Securities Act;

(xiii) promptly notify each seller of Registrable Common Stock and the underwriter or underwriters, if any:

- (1) when the Registration Statement, any pre-effective amendment, the Prospectus or any Prospectus supplement or post-effective amendment to the Registration Statement has been filed and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective;
- (2) of any written request by the SEC for amendments or supplements to the Registration Statement or Prospectus or of any inquiry by the SEC relating to the Registration Statement, with a copy of the same, and an oral or written summary of any such oral requests;
- (3) of the notification to the Bank by the SEC of its initiation or threat of any proceeding with respect to the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement, of the issuance by the SEC of a notification of objection to the use of the form on which the Registration Statement has been filed, and of the happening of any event that causes the Bank to become an "ineligible issuer," as defined in Rule 405 of the Securities Act; and
- (4) of the receipt by the Bank of any notification or threat with respect to the suspension of the qualification of any Registrable Common Stock for sale under the applicable securities or "blue sky" laws of any jurisdiction;

(xiv) use its reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement at the earliest possible moment; and

(xv) provide a CUSIP number for the Class A Common Stock and take such other customary actions as shall be reasonably requested by Holders holding a majority of the shares of Registrable Common Stock to be sold or the underwriters in order to expedite or facilitate the disposition of such Registrable Common Stock.

(b) No Registration Statement (including any amendments thereto and Prospectuses contained therein) shall contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement to a Prospectus, in light of the circumstances under which they were made) not misleading; provided, however, that the foregoing shall not apply, with respect to any Holder, for an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance on and in conformity with written information furnished to the Bank by or on behalf of such Holder specifically for use in such Registration Statement).

(c) The Bank will promptly respond to any and all comments received from the SEC on any Registration Statement, with a view towards causing such Registration Statement or any amendment thereto to be declared effective by the SEC as soon as practicable and shall file an acceleration request as soon as practicable following the resolution or clearance of all SEC comments or, if applicable, following notification by the SEC that any such Registration Statement or any amendment thereto will not be subject to review.

(d) The Bank may require each seller of Registrable Common Stock as to which any registration is being effected to furnish to the Bank any information regarding such seller and the distribution of such securities as the Bank may from time to time reasonably request in writing in order to comply with applicable securities laws and effect the registration of any Registrable Common Stock pursuant to the terms hereof.

(e) Each seller of Registrable Common Stock agrees by having its stock treated as Registrable Common Stock hereunder that, upon written notice from the Bank, after consultation with outside counsel, of the happening of any event as a result of which the Prospectus included in such Registration Statement contains an untrue statement of a material fact or omits any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (a “Suspension Notice”), such seller will forthwith discontinue disposition of Registrable Common Stock until such seller is advised in writing by the Bank that the use of the Prospectus may be resumed and is furnished with a supplemented or amended Prospectus as required by Section 5(a)(iii) hereof, and, if so directed by the Bank, such seller will deliver to the Bank (at the Bank’s expense) all copies, other than permanent file copies then in such seller’s possession, of the Prospectus covering such Registrable Common Stock current at the time of receipt of such notice; provided, however, that the Bank shall promptly use its reasonable best efforts to file a post effective amendment or take such other action so as to obviate the need for a Suspension Notice as soon as reasonably practicable in the good faith judgment of the Bank and promptly after filing such amendment (and in any event within 48

hours of such filing) deliver sufficient copies of such supplemented or amended Prospectuses pursuant to Section 5(a)(iii) to such sellers to resume such disposition; and provided further that such postponement of sales of Registrable Common Stock by the Holders shall not exceed ninety (90) calendar days in the aggregate in any one year. Each seller of Registrable Common Stock further agrees by having its stock treated as Registrable Common Stock hereunder that it shall maintain in confidence and not disclose the receipt of any Suspension Notice. If the Bank shall give any notice to suspend the disposition of Registrable Common Stock pursuant to a Prospectus, the Bank shall extend the period of time during which the Bank is required to maintain the Registration Statement effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date such seller either is advised by the Bank that the use of the Prospectus may be resumed or receives the copies of the supplemented or amended Prospectus contemplated by Section 5(a)(iii). In any event, the Bank shall not deliver more than three Suspension Notices in any one year.

(f) If any such Registration Statement refers to any Holder by name or otherwise as the holder of any securities of the Bank, then such Holder shall have the right to require (i) the insertion therein of language, in form and substance reasonably satisfactory to such Holder, to the effect that the holding by such Holder of such securities does not necessarily make such holder a “controlling person” of the Bank within the meaning of the Securities Act and is not to be construed as a recommendation by such Holder of the investment quality of the Bank’s securities covered thereby and that such holding does not imply that such Holder will assist in meeting any future financial requirements of the Bank, or (ii) in the event that such reference to such Holder by name or otherwise is not required by the SEC or Securities Act or any similar federal statute then in force, the deletion of the reference to such Holder.

(g) In connection with the preparation and filing of each Registration Statement registering the Holders’ Registrable Common Stock under the Securities Act, the Bank will give such Holders and the underwriters, if any, and their respective counsel and accountants, drafts of such Registration Statement for their review and comment prior to filing (with a reasonable period of time to review and comment prior to such filing).

6. Registration Expenses. (a) All expenses incident to the Bank’s performance of or compliance with this Agreement, including, without limitation, all registration and filing fees, fees and expenses of compliance with securities or “blue sky” laws, listing application fees, printing expenses, transfer agent’s and registrar’s fees, cost of distributing Prospectuses in preliminary and final form as well as any supplements thereto, and fees and disbursements of counsel for the Bank and all independent certified public accountants and other Persons retained by the Bank (all such expenses being herein called “Registration Expenses”) (but not including any underwriting discounts or commissions or transfer taxes (if any) attributable to the sale of Registrable Common Stock or fees and expenses of more than one counsel representing the Holders of Registrable Common Stock (as set forth in Section 6(b)) shall be borne by the Bank. In addition, the Bank shall pay its internal expenses (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit or quarterly review, the expense of any liability insurance and the expenses and fees for listing the securities to be registered on each securities exchange on which they are to be listed.

(b) In connection with each registration initiated hereunder, the Bank shall reimburse the Holders covered by such registration or sale for the reasonable fees and disbursements, not to exceed \$25,000, of one law firm chosen by the Initiating Holder or if the registration relates to an Initial Public Offering, if any, or to the extent there is no Initiating Holder, one law firm chosen by Holders representing a majority of the number of shares of Registrable Common Stock included in such registration or sale.

(c) The obligation of the Bank to bear the expenses described in Section 6(a) and to reimburse the Holders for the expenses described in Section 6(b) shall apply irrespective of whether any sales of Registrable Common Stock ultimately take place; provided that the Bank's obligations under Section 6(b) shall not apply with respect to any Demand Registration that is withdrawn by the Initiating Holder(s) (in which case such Initiating Holder(s) shall be solely responsible for the payment thereof).

7. Indemnification. Upon the registration of Registrable Common Stock pursuant to Section 2 or 3 hereof:

(a) The Bank shall indemnify, to the fullest extent permitted by law, each Holder, its officers, directors, employees and Affiliates and each Person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including but not limited to reasonable legal fees and expenses) to which such Person may become subject, as incurred, insofar as such losses, claims, damages, liabilities and expenses arise out of or are based upon any untrue statement or alleged untrue statement of material fact contained in any Registration Statement under which such Registrable Common Stock is to be registered under the Securities Act or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement to a Prospectus, in light of the circumstances under which they were made) not misleading or any violation by the Bank of the Securities Act, the Exchange Act or applicable "blue sky" laws in respect of any such registration, except insofar and to the extent as the same are made in reliance and in conformity with information relating to such Holder furnished in writing to the Bank by such Holder expressly for use therein.

(b) In connection with any Registration Statement in which a Holder of Registrable Common Stock is participating, each such Holder shall furnish to the Bank in writing such information and affidavits as the Bank reasonably requests for use in connection with any such Registration Statement and shall indemnify, to the fullest extent permitted by law, the Bank, New HoldCo, their respective officers, employees, directors, Affiliates, and each Person who controls the Bank or New HoldCo, as the case may be (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including but not limited to reasonable legal fees and expenses) to which such Person may become subject, as incurred, insofar as such losses, claims, damages, liabilities and expenses arise out of or are based upon any untrue statement or alleged untrue statement of material fact contained in such Registration Statement or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement to a Prospectus, in light of the circumstances under which they were made) not misleading or any violation by such Holder of the Securities Act, the Exchange Act or applicable "blue sky" laws in respect of any such registration, but only to the extent that the same are made in reliance and

in conformity with information relating to such Holder furnished in writing to the Bank by such Holder expressly for use therein; provided, however, that the obligation to indemnify shall be several, not joint and several, among such Holders and the liability of each such Holder shall be in proportion to and limited to the net amount received (after all underwriting discounts and commissions) by such Holder from the sale of Registrable Common Stock pursuant to such Registration Statement.

(c) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). The indemnifying party shall not enter into any settlement of the claims so assumed without the consent of the indemnified party (but such consent will not be unreasonably withheld); provided that the consent of the indemnified party will not be required if the settlement involves only the payment of money damages all of which are indemnifiable losses hereunder and does not involve the imposition of any equitable remedy or admission of wrongdoing. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such assumed claim, unless in the reasonable judgment of any indemnified party there may be one or more legal or equitable defenses available to such indemnified party which are in addition to or may conflict with those available to another indemnified party with respect to such claim. Failure to give prompt written notice shall not release the indemnifying party from its obligations hereunder except to the extent that the indemnifying party is actually and materially prejudiced by the failure promptly to give such notice.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling Person of such indemnified party and shall survive the transfer of securities.

(e) If the indemnification provided for in or pursuant to this Section 7 is due in accordance with the terms hereof, but is held by a court to be unavailable or unenforceable in respect of any losses, claims, damages, liabilities or expenses referred to herein, then each applicable indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified Person as a result of such losses, claims, damages, liabilities or expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and of the indemnified party on the other in connection with the statements or omissions which result in such losses, claims, damages, liabilities or expenses. The relative fault of the indemnifying party on the one hand and of the indemnified Person on the other shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, and by such party's relative intent, knowledge, access to information and

opportunity to correct or prevent such statement or omission. In no event shall the liability of any selling Holder, except in the case of willful misconduct or fraud by such Holder, be greater in amount than the amount of net proceeds (after underwriting discounts and commissions) received by such Holder upon such sale or the amount for which such indemnifying party would have been obligated to pay by way of indemnification if the indemnification provided for under Section 7(a) or 7(b) hereof had been available under the circumstances.

8. Participation in Underwritten Registrations. No Person may participate in any registration hereunder which is underwritten unless such Person (a) agrees to sell such Person's securities on the basis provided in any underwriting arrangements approved by the Person or Persons entitled hereunder to approve such arrangements and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, underwriting agreements and other documents required under the terms of such underwriting arrangements.

9. Rule 144. The Bank covenants that if it becomes subject to the reporting requirements of the Exchange Act, (A) it will file in a timely manner the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder, and (B) it will take such further action as any Holder may reasonably request to make available adequate current public information with respect to the Bank meeting the current public information requirements of Rule 144(c) under the Securities Act, to the extent required to enable such Holder to sell Registrable Common Stock without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such Rule may be amended from time to time, or (ii) any similar rule or regulation hereafter adopted by the SEC.

10. Miscellaneous.

(a) Notices. Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given (a) on the date of delivery if delivered personally or by telecopy or facsimile, upon confirmation of receipt, (b) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (c) on the third business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered as follows:

(i) If to the Bank:

Amalgamated Bank
275 Seventh Avenue
New York, NY 10001
Attn: Edward Grebow
Facsimile: (212) 895-4721

with copies, that shall not constitute notice, to:

Amalgamated Bank
275 Seventh Avenue
New York, NY 10001
Attn: Lawrence D. Fruchtman
Facsimile: (212) 895-4726

and:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: H. Rodgin Cohen and C. Andrew Gerlach
Facsimile: (212) 291-9299

(ii) if to any Investor Shareholder, to the address(es) set forth in the Investor Rights Agreement with respect to such Shareholder;

With copies, that shall not constitute notice, to:

For any WL Ross Shareholder:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, NY 10036
Attn: David C. Ingles
Facsimile: (917) 777-2697

For any Yucaipa Shareholder:

Munger, Tolles & Olson LLP
355 South Grand Avenue
Los Angeles, CA 90017
Attn: Robert B. Knauss and Jay M. Fujitani
Facsimile: (213) 687-3702

(iii) if to a transferee Holder, to the address of such Holder set forth in the transfer documentation provided to the Bank; or, in each case, at such other address as such party may specify by written notice to the others.

(b) No Waivers. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. No waiver of any party to this Agreement will be effective unless it is in a writing signed by a duly authorized officer of the waiving party that makes express reference to the provision or provisions subject to such waiver.

(c) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, it being understood that the indemnified parties referred to in Section 7 are intended third party beneficiaries hereof. No party hereto may assign this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other parties; except that (i) the Holders may, upon written notice to the Bank, assign any or all of their rights hereunder in connection with a sale or other transfer of its Registrable Common Stock in compliance with the Investor Rights Agreement so long as any such transferee agrees in writing to be bound (in an instrument reasonably satisfactory to the Bank) by and subject to all the terms and conditions of this Agreement, except that if a Principal Holder assigns one or more Demand Registrations to which such Principal Holder is entitled, such transferee shall be entitled to be a Principal Holder for purposes of the exercise of such Demand Registrations (provided that any such Principal Holder assigning any of its Demand Registrations shall give prompt written notice thereof to the Bank) and shall be an Other Holder and not a Principal Holder for all other purposes; provided that any such assignment shall not relieve any Holder of its obligations or liabilities hereunder; and (ii) upon the completion of any Holding Company Formation pursuant to Section 2(i) hereof, the Bank shall cause New HoldCo to assume all of its rights and obligations hereunder. If the Bank is not the registering entity in an Initial Public Offering, it shall cause the registering entity to assume all of its obligations under this Agreement prior to commencement of such Initial Public Offering. Any purported assignment in contravention hereof shall be null and void.

(d) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed entirely within such State.

(e) Jurisdiction. The parties hereto irrevocably and unconditionally agree that any suit or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in The City and County of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient form. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 10(a) shall be deemed effective service of process on such party.

(f) Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) Counterparts; Effectiveness. For the convenience of the parties hereto, this Agreement may be executed in any number of separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts will together constitute the same

agreement. Executed signature pages to this Agreement may be delivered by facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed as sufficient as if actual signature pages had been delivered.

(h) Entire Agreement. This Agreement and the other documents referred to herein (including the Stock Purchase Agreements and the Investor Rights Agreement) contain the entire agreement among the parties hereto with respect to the subject matter hereof and supersede and replace all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof.

(i) Captions. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any provision of this Agreement.

(j) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

(k) Amendments. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given without the prior written consent of the Bank and the holders of a majority of the shares of Registrable Common Stock; provided, however, that each such amendment, modification, supplement or waiver shall always also require the prior written consent of each Principal Holder, as long as such Principal Holder holds 5% or more of the shares of Class A Common Stock (or any shares into which the Class A Common Stock is reclassified or for which the Class A Common Stock is converted, substituted, or exchanged) outstanding at such time; provided, further, that no amendment, modification, supplement or waiver may adversely affect the rights of a Principal Holder hereunder that are in addition to those of the Other Holders without such Principal Holder's written consent; and provided, further, that without a Holder's written consent no such amendment, modification, supplement or waiver shall affect adversely such Holder's rights hereunder in a discriminatory manner inconsistent with its adverse effects on rights of Other Holders hereunder (other than as reflected by the different number of shares held by such Holder), it being agreed that amendment of this proviso without a Holder's consent shall be deemed to affect adversely such Holder's rights hereunder in a discriminatory manner inconsistent with its adverse effects on rights of Other Holders hereunder. This Agreement cannot be changed, modified, discharged or terminated by oral agreement.

(l) Aggregation of Stock. All Registrable Common Stock held by or acquired by any Affiliated Persons will be aggregated together for the purpose of determining the availability of any rights under this Agreement.

(m) Equitable Relief. The parties hereto agree that legal remedies may be inadequate to enforce the provisions of this Agreement and that equitable relief, including specific performance and injunctive relief, may be used to enforce the provisions of this Agreement; provided, however, that the Holders will not have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as a result of any controversy with respect to Section 2 or 3.

(n) No Inconsistent or More Favorable Agreements. None of the parties hereto shall enter into any agreement or other arrangement of any kind with any Person with respect to the registration of securities of the Bank which is inconsistent with the provisions of this Agreement. The Bank has not provided, and shall not provide, demand registration rights of the type set forth in Section 2 or piggyback registration rights of the type set forth in Section 3 and that may be exercised prior to, or in priority to, the exercise of the corresponding registration rights by Holders under this Agreement pursuant to Section 2 or Section 3, as applicable; provided, however, that, for the avoidance of doubt, the foregoing clause will not restrict the Bank from entering into any agreement providing registration rights that may be exercised at substantially the same time as (or later than), or ranking substantially *pari passu* with (or junior to), with respect to priority of registration on demand or piggyback registrations, the registration rights granted to Holders under this Agreement.

(o) Pre-Holding Company Formation Registration Rights. It is acknowledged by the parties to this Agreement that, as of the date of this Agreement, the Registrable Common Stock are securities of a depository institution and, accordingly, transfer of such securities is exempt from the registration requirements of the Securities Act. The Bank agrees that, prior to the effective date of the Holding Company Formation, to the extent necessary to ensure that the Registrable Common Stock is freely transferable pursuant to applicable laws and in order to expedite and facilitate the disposition by the Holders of such securities, for all purposes of this Agreement prior to the effectiveness of the Holding Company Formation, the terms “SEC” and “Securities Act” shall refer to the appropriate federal or state governmental authority and applicable laws, respectively, and the provisions of this Agreement shall be interpreted under the regulations of any such governmental authority and under the applicable laws to give full effect to the intent and purposes of this Agreement.

(p) Recapitalizations, Exchanges Affecting the Registrable Common Stock. The provisions of this Agreement shall apply, to the full extent set forth herein, with respect to the Registrable Common Stock, to any and all shares of stock of the Bank or any successor or assign of the Bank (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Registrable Common Stock, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise. Upon the occurrence of any of such events, amounts hereunder shall be appropriately adjusted.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Registration Rights Agreement has been duly executed by each of the parties hereto as of the date first written above.

AMALGAMATED BANK

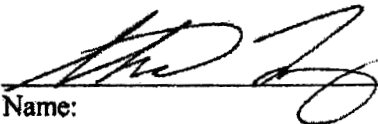
By: 
Name: _____
Title:  **EDWARD GREBOW**
PRESIDENT & CEO

WLR RECOVERY FUND IV, L.P.

By: WLR Recovery Associates IV LLC
Its: General Partner

By: WL Ross Group, L.P.
Its: Managing Member

By: El Vedado LLC
Its: General Partner

By: 
Name:
Title:

WLR IV PARALLEL ESC, L.P.

By: WLR Recovery Associates IV LLC

Its: Attorney-in-fact

By: WL Ross Group, L.P.

Its: Managing Member

By: El Vedado LLC

Its: General Partner

By: _____

Name:


Title:

WLR RECOVERY FUND V, L.P.

By: WLR Recovery Associates V LLC
Its: General Partner

By: WL Ross Group, L.P.
Its: Managing Member

By: El Vedado LLC
Its: General Partner

By: 
Name:
Title:

WLR V PARALLEL ESC, L.P.

By: WLR Recovery Associates V LLC

Its: Attorney-in-fact

By: WL Ross Group, L.P.

Its: Managing Member

By: El Vedado LLC

Its: General Partner

By: _____

Name: _____

Title: _____

**YUCAIPA CORPORATE INITIATIVES
FUND II, L.P.**

By: Yucaipa Corporate Initiatives Fund II,
LLC, General Partner

By: 

Name: Robert P. Bermingham

Title: Vice President

[Signature Page to Registration Rights Agreement]

**YUCAIPA CORPORATE INITIATIVES
(PARALLEL) FUND II, L.P.**

By: Yucaipa Corporate Initiatives Fund II,
LLC, General Partner

By: 

Name: Robert P. Bermingham

Title: Vice President

[Signature Page to Registration Rights Agreement]

EXHIBIT 10.1 TO FORM 10

Amended and Restated Employment Agreement, dated July 25, 2017 - Keith Mestrich

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this "Agreement") dated July 25, 2017, by and between Amalgamated Bank (the "Company") and Keith Mestrich (the "Executive") (each a "Party" and together, the "Parties").

WHEREAS, the Company currently employs the Executive as President and Chief Executive Officer of the Company pursuant to an Employment Agreement dated as of October 1, 2014 (the "Prior Agreement"); and

WHEREAS, the Parties wish to establish the terms of the Executive's continued employment with the Company as President and Chief Executive Officer effective as of July 1, 2017 (the "Effective Date").

NOW, THEREFORE, in consideration of the mutual promises and conditions herein set forth, the Parties agree as follows:

1. Employment and Acceptance. The Company shall continue to employ the Executive, and the Executive shall accept such employment, subject to the terms of this Agreement, on the Effective Date.

2. Term. Subject to earlier termination pursuant to Section 5 of this Agreement, this Agreement and the employment relationship hereunder shall continue from the Effective Date until June 30, 2020 (such date the "Term Date"); provided that, unless the Parties otherwise agree in writing, the Executive may provide a written notice to the Company at least thirty (30) days prior to the Term Date to extend this Agreement and the employment relationship hereunder until September 30, 2020 (such date, the "Term Extension Date," and the period from the Term Date through the Term Extension Date, the "Extension Period"). As used in this Agreement, the "Term" shall refer to the period beginning on the Effective Date and ending on the Term Date or the Term Extension Date, as applicable, or, if earlier, on the date the Executive's employment terminates in accordance with Section 5 below.

3. Title and Duties.

3.1 Title. The Executive shall serve in the capacity of President and Chief Executive Officer of the Company and shall report to the Board of Directors of the Company (the "Board"). The Executive shall be classified as an employee exempt from overtime pay pursuant to the executive exemption under federal and state overtime laws.

3.2 Duties. The Executive shall have such authority and responsibilities and shall perform such executive duties customarily performed by the President and Chief Executive Officer of a commercial bank and shall have such other powers and duties as may from time to time be prescribed by the Board, provided that such duties are consistent with the Executive's position or other positions that he may hold from time to time. Without limiting the generality of the foregoing, the Executive shall be charged with the administration of the operations of the Company, including general supervision of the policies of the Company and general and active management of the business of the Company. The Executive agrees that during the Term he

shall devote his entire working time to the performance of his duties under this Agreement and shall not work for anyone else; provided, however, that the Company acknowledges that the Executive may serve on such corporate, civic or charitable boards or committees as have been or in the future are disclosed to, and not objected to by, the Board, such approval not to be unreasonably withheld, and manage the Executive's personal investments, so long as any such activities do not, individually or in the aggregate, materially interfere with the performance of the Executive's duties hereunder.

3.3 Location. The Executive's principal place of performance of his duties hereunder shall be at the Company's principal office located in New York, New York, subject to reasonable travel requirements on behalf of the Company.

4. Compensation and Benefits.

4.1 Base Salary. During the Term, the Company shall pay to the Executive a base salary ("Base Salary") at the applicable annual rate set forth in the table below, paid in accordance with the Company's payroll practice for all employees, which payroll practices the Company reserves the right to modify at any time.

<u>Period</u>	<u>Annual Rate of Base Salary</u>
Effective Date through June 30, 2018	\$670,000
July 1, 2018 through June 30, 2019	\$695,000
July 1, 2019 through the Term Date, and if applicable, the Extension Period	\$720,000

4.2 Bonuses – Incentive Compensation. During the Term, subject to Section 8.15 of this Agreement, the Executive shall be eligible for incentive compensation to be paid to him by the Company as follows:

(a) The Executive shall be eligible to receive an annual bonus (each an "Annual Bonus") for each fiscal year of the Company during the Term targeted at the applicable percentage of Base Salary (as determined on July 1 of each fiscal year in accordance with Section 4.1) set forth in the table below (the "Annual Bonus Target"), based on the achievement of multiple specific annual quantitative and qualitative performance metrics established by the Board (or a committee thereof), in consultation with the Executive, for such fiscal year.

<u>Fiscal Year</u>	<u>Annual Bonus Target</u> <u>(percentage of Base Salary)</u>
2017	64.2%
2018	65.5%
2019 and thereafter	66.7%

(b) The Executive also shall be entitled to incentive compensation pursuant to the Company's long term incentive plans adopted by the Board in each year of the Term; provided that, the Executive shall not be entitled to receive any grant of incentive compensation during the Extension Period. The aggregate potential value of any annual long

term incentive awards granted to the Executive shall be an amount equal to the sum of (i) 100% of Base Salary in effect at the time, minus (ii) \$120,000. Notwithstanding anything to the contrary set forth herein, the Executive's participation in any such long term incentive plan shall be governed by the terms of such plan, specifically including its vesting and exercise provisions.

4.3 Participation in Employee Benefit Plans. During the Term, the Executive shall be entitled to participate in all of the applicable employee benefit plans and perquisite programs of the Company, which are generally available to other senior executives of the Company, on the same terms as such other senior executives (except as set forth in Section 4.2). The Company may at any time or from time to time amend, modify, suspend or terminate any employee benefit plan, program or arrangement for any reason without the Executive's consent if such amendment, modification, suspension or termination is consistent with the amendment, modification, suspension or termination for other senior executives of the Company.

4.4 Expense Reimbursement. During the Term, the Executive shall be entitled to receive reimbursement for all appropriate business expenses incurred by him in connection with his duties under this Agreement in accordance with the policies of the Company as in effect from time to time, subject to the Company's requirements with respect to reporting and documentation of such expenses.

4.5 Attorney's Fees. Subject to the Executive's execution and delivery of this Agreement, upon presentation of appropriate documentation thereof, the Company shall reimburse the Executive for his reasonable, out-of-pocket, third-party, documented fees and expenses of counsel incurred in connection with the negotiation, review and execution of the Agreement, up to a maximum of \$17,500.

5. Termination of Employment.

5.1 Termination upon the Term Date or the Term Extension Date, By the Company for Cause or due to Poor Performance, by the Executive without Good Reason, or Due to Executive's Death or Disability. If the Executive's employment terminates upon the Term Date or the Term Extension Date, as applicable, or if during the Term: (i) the Company terminates the Executive's employment with the Company for Cause upon written notice; (ii) the Company terminates the Executive's employment with the Company due to the Executive's Poor Performance upon written notice; (iii) the Executive terminates employment without Good Reason upon forty-five (45) days' advance written notice (which notice period the Company may shorten in its sole discretion and which shall not be deemed a termination without Cause); (iv) the Company terminates the Executive's employment with the Company by reason of the Executive's Disability upon written notice, or (v) the Executive's employment terminates upon the Executive's death, the Executive (or following the Executive's death, his estate) shall be entitled to receive the following:

(a) the Executive's accrued but unpaid Base Salary through the date of termination and any employee benefits that the Executive is entitled to receive pursuant to the employee benefit plans of the Company (other than any severance plans) in accordance with the terms of such employee benefit plans; and

(b) expenses reimbursable under Section 4.4 above incurred but not yet reimbursed to the Executive to the date of termination (the items under Sections 5.1(a) and 5.1(b) collectively, the “Accrued Benefits”).

(c) As used in this Agreement, the following terms shall have the meanings set forth below:

(i) “Cause” means, (A) the Executive’s conviction of a felony or any crime involving dishonesty or theft; (B) the Executive’s conduct in connection with his employment duties or responsibilities that is fraudulent, unlawful or grossly negligent; (C) the Executive’s willful misconduct; (D) the Executive’s willful contravention of specific lawful directions related to a material duty or responsibility which is directed to be undertaken from the Board; (E) the Executive’s material breach of the Executive’s obligations under this Agreement, including, but not limited to breach of the Executive’s restrictive covenants set forth in Section 6 hereof; (F) any acts of dishonesty by the Executive resulting or intending to result in personal gain or enrichment at the expense of the Company, its subsidiaries or affiliates; or (G) the Executive’s willful failure to comply with a material policy of the Company, its subsidiaries or affiliates; provided that, that the Executive shall have fifteen (15) days after receipt of notice from the Company in writing specifying the deficiency to cure the deficiency, to the extent curable, that would result in Cause; provided, further, that the Company shall have ninety (90) days from the occurrence of the event that constitutes Cause to provide notice to the Executive that the Company intends to terminate the Executive’s employment for Cause.

(ii) “Change in Control” means the consummation of a transaction or a series of related transactions resulting in any of the following events: (i) one person or group (other than Workers United) becomes the beneficial owner, directly or indirectly, of more than 50% of the combined voting power of the then issued and outstanding securities of the Company, or (ii) the sale, transfer or other disposition of all or substantially all of the business and assets of the Company, whether by sale of assets, merger or otherwise (determined on a consolidated basis), to one person or group (other than Workers United). Notwithstanding the foregoing, a transaction shall not be considered to be a “Change in Control” if, for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), such transaction does not constitute a “change in control event,” as defined under Treasury Regulation Section 1.409A-3(i)(5)(i).

(iii) “Disability” means that, as a result of a permanent physical or mental injury or illness, the Executive has been unable to perform the essential functions of his job with or without reasonable accommodation for (a) 60 consecutive days or (b) a period of 150 days in any 12-month period.

(iv) “Good Reason” means, without the Executive’s written consent: (A) a reduction in the Executive’s Base Salary; (B) subject to Section 5.3 of this Agreement, a substantial diminution in the Executive’s duties or responsibilities; (C) the Company’s breach of any material covenant or obligation under this Agreement; or (D) relocation of the Executive’s principal work location to a location outside of New York county; provided that, that the Company shall have thirty (30) days after receipt of notice from the Executive in writing specifying the deficiency to cure the deficiency, to the extent curable, that

would result in Good Reason; provided, further, that the Executive shall have ninety (90) days from the occurrence of the event that constitutes Good Reason to provide notice to the Company that the Executive intends to resign for Good Reason.

(v) “Poor Performance” means, the Executive’s continued failure to substantially perform his duties hereunder in a satisfactory manner after a written demand for substantial performance from the Board is delivered to him, which specifically identifies the nature of such failure, and which failure, if curable, is not cured by him within a reasonable period (not less than ten (10) days and not to exceed thirty (30) days) as determined by the Board.

5.2 By the Company Without Cause, or by the Executive with Good Reason. If at any time during the Term, the Company terminates the Executive’s employment without Cause other than due to Poor Performance or Disability, or the Executive terminates his employment upon notice (except as described in the definition of Good Reason) with Good Reason other than following the occurrence of an event that could reasonably be expected to result in a termination of his employment by the Company for Cause or during a period when circumstances exist that could reasonably be expected to result in a termination of his employment by the Company due to Poor Performance, the Executive shall be entitled to receive:

- (a) the Accrued Benefits; and
- (b) beginning on the 60th day after such termination of employment, but only if the Executive has executed and not revoked within the revocation period a valid release agreement in a form reasonably acceptable to the Company, a severance payment in an amount equal to the sum of (i) (x) eighteen (18) months of the Executive’s Base Salary in effect on the date of such termination, minus (y) \$180,000, and (ii) an amount equal to the Annual Target Bonus in effect for the fiscal year in which the date of such termination occurs, payable in equal monthly installments for a period of eighteen (18) months; provided that, if (A) such termination occurs within twelve (12) months following a Change in Control or (B) the Company terminates the Executive’s employment without Cause other than due to Poor Performance or Disability within ninety (90) days’ prior to a Change in Control and the Executive reasonably demonstrates that such termination was at the request of the eventual acquirer in connection with such Change in Control, such severance payment shall be in an amount equal to the sum of (i) (x) twenty-four (24) months of the Executive’s Base Salary in effect on the date of such termination, minus (y) \$240,000, and (ii) an amount equal to two (2) times the Annual Target Bonus in effect for the fiscal year in which the date of such termination occurs, payable in equal monthly installments for a period of twenty-four (24) months. Payments that would otherwise have been owed to the Executive prior to the 60th day after termination of employment shall be made to the Executive on the 60th day after such termination of employment.

5.3 Duties prior to Termination. During the Extension Period (if applicable) or at any time following a notice of termination of the Executive’s employment hereunder from either Party and prior to the applicable date of termination, the Company may (a) require the Executive to continue to perform the Executive’s duties hereunder on the Company’s behalf, (b)

limit or impose reasonable restrictions on the Executive's activities as it deems necessary, or (c) modify the Executive's authorities, responsibilities and/or duties (including as provided in Section 3.2 of this Agreement) without such action constituting a violation of this Agreement or Good Reason.

5.4 Continued Employment Beyond the Expiration of the Term. Unless the Parties otherwise agree in writing, continuation of the Executive's employment with the Company beyond the expiration of the Term shall be deemed an employment at will and shall not be deemed to extend any of the provisions of this Agreement and the Executive's employment may thereafter be terminated at will by either the Executive or the Company; provided, that any provisions of this Agreement that contemplate performance following the expiration of the Term shall survive any termination of this Agreement or the termination of the Executive's employment hereunder, including, without limitation, Sections 6, 7 and 8.12 of this Agreement.

5.5 Removal from any Boards and Position. If the Executive's employment terminates for any reason, the Executive shall be deemed to resign (a) if a member, from the Board or boards of directors to which he has been appointed or nominated to by or on behalf of the Company and (b) from any position with the Company and its subsidiaries and affiliates.

5.6 Put Right. Within ninety (90) days following a termination of the Executive's employment for any reason other than a termination by the Company for Cause, the Executive shall have the right (the "Put Right") to sell to the Company, the common stock of the Company (the "Common Stock") acquired by the Executive during the period of his employment with the Company for a per share amount equal to either (a) if as of the date of the termination of the Executive's employment the Company's equity is not publicly traded, the tangible book value of such shares as of the date of the termination of the Executive's employment, or (b) if as of the date of the termination of the Executive's employment the Company's equity is publicly traded, the per share closing price on the date such purchase is consummated; provided that, the Executive shall not have the right to exercise the Put Right if the Company is prohibited from satisfying the Put Right (i) by applicable law or (ii) by the terms of any agreement to which the Company is then a party. As a condition to the Company's obligation to purchase the Executive's Common Stock pursuant to the Put Right, the Executive shall be required to represent and warrant that the Executive has good and marketable title to all such shares of Common Stock subject to the purchase, free and clear of all liens, encumbrances and defects. The purchase of Common Stock by the Company pursuant to the Executive's exercise of the Put Right shall be paid in cash; provided however that to the extent the amount to be paid upon exercise of the Put Right exceeds \$1,000,000, such excess may, at the discretion of the Board, be paid either (x) in cash, or (y) under a note issued by the Company with principal payments made in no more than three (3) equal annual installments and bearing interest, payable annually, at the lowest interest rate required to avoid imputed interest.

6. Restrictions and Obligations of the Executive.

6.1 Confidentiality. (a) During the course of the Executive's employment by the Company, the Executive has had and shall continue to have access to certain trade secrets and confidential information relating to the Company, its subsidiaries and affiliates (the

“Protected Parties”) which is not readily available from sources outside the Company. The confidential and proprietary information and, in any material respect, trade secrets of the Protected Parties are among their most valuable assets, including but not limited to, their customer, supplier and vendor lists, databases, competitive strategies, computer programs, frameworks, or models, their marketing programs, their sales, financial, marketing, training and technical information, and any other information, whether communicated orally, electronically, in writing or in other tangible forms concerning how the Protected Parties create, develop, acquire or maintain their products and marketing plans, target their potential customers and operate their businesses. The Protected Parties invested, and continue to invest, considerable amounts of time and money in their process, technology, know-how, obtaining and developing the goodwill of their customers, their other external relationships, their data systems and data bases, and all the information described above (hereinafter collectively referred to as “Confidential Information”), and any misappropriation or unauthorized disclosure of Confidential Information in any form would irreparably harm the Protected Parties. The Executive acknowledges that such Confidential Information constitutes valuable, highly confidential, special and unique property of the Protected Parties. The Executive shall hold in a fiduciary capacity for the benefit of the Protected Parties all Confidential Information relating to the Protected Parties and their businesses, which shall have been obtained by the Executive during the Executive’s employment by the Company and which shall not be or become public knowledge (other than by acts by the Executive or representatives of the Executive in violation of this Agreement). During the period the Executive is employed by the Company and at any time thereafter, the Executive shall not disclose any Confidential Information, directly or indirectly, to any person or entity for any reason or purpose whatsoever, nor shall the Executive use it in any way, except (i) in the course of the Executive’s employment with, and for the benefit of, the Protected Parties, (ii) to enforce any rights or defend any claims hereunder or under any other agreement to which the Executive is a party with any Protected Party, provided that such disclosure is relevant to the enforcement of such rights or defense of such claims and is only disclosed in the formal proceedings related thereto, (iii) when required to do so by a court of law, by any governmental agency having supervisory authority over the business of any of the Protected Parties or by any administrative or legislative body (including a committee thereof) with jurisdiction to order him to divulge, disclose or make accessible such information, provided that, to the extent permitted by law, the Executive shall give prompt written notice to the Company of such requirement, disclose no more information than is so required, and cooperate with any attempts by the Company to obtain a protective order or similar treatment, (iv) as to such Confidential Information that becomes generally known to the public without his violation of this Section 6.1(a) or (v) to the Executive’s spouse, attorney, and/or his personal tax and financial advisors as reasonably necessary or appropriate to advance the Executive’s tax, financial and other personal planning (each an “Exempt Person”), provided, however, that any disclosure or use of Confidential Information by an Exempt Person other than the exceptions set forth in (i)-(iv) above shall be deemed to be a breach of this Section 6.1(a) by the Executive. The Executive shall take all reasonable steps to safeguard the Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft. The Executive understands and agrees that the Executive shall acquire no rights to any such Confidential Information.

(b) All files, records, documents, drawings, specifications, data, computer programs, evaluation mechanisms and analytics and similar items relating thereto or to the Business (for the purposes of this Agreement, “Business” shall be as defined in Section 6.4

hereof), as well as all customer lists, specific customer information, compilations of product research and marketing techniques of any of the Protected Parties, whether prepared by the Executive or otherwise coming into the Executive's possession, shall remain the exclusive property of the Protected Parties.

(c) It is understood that while employed by the Company, the Executive shall promptly disclose to it, and assign to it the Executive's interest in any invention, improvement or discovery made or conceived by the Executive, either alone or jointly with others, which arises out of the Executive's employment. At the Company's request and expense, the Executive shall assist the Company during the period of the Executive's employment by the Company and thereafter (but subject to reasonable notice and taking into account the Executive's schedule) in connection with any controversy or legal proceeding relating to such invention, improvement or discovery and in obtaining domestic and foreign patent or other protection covering the same.

(d) The Executive understands that nothing contained in this Agreement limits the Executive's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Securities and Exchange Commission or any other federal, state or local governmental agency or commission (each, a "Government Agency"). The Executive further understands that this Agreement does not limit the Executive's ability to communicate with any Government Agency, including to report possible violations of federal law or regulation or making other disclosures that are protected under the whistleblower provisions of federal law or regulation, or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company.

(e) This Agreement does not limit the Executive's right to receive an award for information provided to any Government Agency. The Executive will not be criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (x) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (y) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

6.2 Cooperation. During the period the Executive is employed by the Company and thereafter, the Executive shall cooperate with any investigation or inquiry by the Company or any governmental or regulatory agency or body that relates to the operations of a Protected Party during the period of the Executive's employment by the Company; provided that any such cooperation shall take into account the Executive's then current business and other obligations.

6.3 Non-Solicitation or Hire. During the period the Executive is employed by the Company and for a period following the termination of the Executive's employment for any reason equal to the longer of either (a) one (1) year following the Executive's termination of employment and (b) the applicable period during which the severance payments are scheduled to be paid pursuant to Section 5.2(b) (such longer period, the "Restricted Period"), the Executive shall not (i) directly or indirectly solicit, attempt to solicit or induce (x) any party who is a

customer of a Protected Party, who was a customer of a Protected Party at any time during the twelve (12) month period immediately prior to the date the Executive's employment terminates or who was a prospective customer that has been identified and targeted by a Protected Party immediately prior to the date the Executive's employment terminates, for the purpose of marketing, selling or providing to any such party any services or products offered by or available from a Protected Party on the date the Executive's employment terminates, or (y) any supplier or prospective supplier to a Protected Party as of the date the Executive's employment terminates to terminate, reduce or alter negatively its relationship with the Protected Party or in any manner interfere with any agreement or contract between the Protected Party and such supplier or (ii) hire any current employee of a Protected Party (a "Current Employee") or any person who was an employee of a Protected Party during the twelve (12) month period immediately prior to the date the Executive's employment terminates (a "Former Employee") or directly or indirectly solicit or induce a Current or Former Employee to terminate such employee's employment relationship with a Protected Party in order, in either case, to enter into a similar relationship with the Executive, or any other person or any entity.

6.4 Non-Competition. During the Restricted Period, the Executive shall not, without the Company's prior written consent, whether individually, as a director, manager, member, stockholder, partner, owner, employee, consultant or agent of any business, or in any other capacity, other than on behalf of a Protected Party, organize, establish, own, operate, manage, control, engage in, participate in, invest in, permit his name to be used by, act as a consultant or advisor to, render services for (alone or in association with any person, firm, corporation or business organization), or otherwise engage in the business of providing financial products or services to Taft-Hartley employee benefit plans, labor unions, employee benefit plans associated with labor unions in any manner, or other entities associated or affiliated with labor unions (the "Business"). Notwithstanding the foregoing, nothing in this Agreement shall prevent the Executive from (a) owning for passive investment purposes not intended to circumvent this Agreement, less than 1 percent (1%) of the publicly traded common equity securities of any company engaged in the Business (so long as the Executive has no power to manage, operate, advise, consult with or control the competing enterprise and no power, alone or in conjunction with other affiliated parties, to select a director, manager, general partner, or similar governing official of the competing enterprise other than in connection with the normal and customary voting powers afforded the Executive in connection with any permissible equity ownership) or (b) being employed by or otherwise associated with (including as a director) an organization or entity of which a subsidiary, division, segment, unit, etc. is engaged in the Business (a "Competing Division"), including in a position to which employees of the Competing Division report, directly or indirectly, provided that the Executive has no direct responsibilities with such Competing Division other than having general responsibility for the operation of such Competing Division. For the avoidance of doubt, the Executive may be an officer of a bank or investment advisor or a union or related organization that engages in the Business, provided that the Executive is not directly employed in, or working in, the Competing Division.

6.5 Property. The Executive acknowledges that all originals and copies of materials, records and documents generated by him or coming into his possession during his employment by the Company (prior to or during the Term) are the sole property of the Company ("Company Property"). During the period the Executive is employed by the Company, and at all

times thereafter, the Executive shall not remove, or cause to be removed, from the premises of the Company, copies of any record, file, memorandum, document, computer related information or equipment, or any other item relating to the business of the Company, except in furtherance of his duties under this Agreement. When the Executive's employment with the Company terminates, or upon request of the Company at any time, the Executive shall promptly deliver to the Company all copies of Company Property in his possession or control.

6.6 Nondisparagement. The Executive agrees that he shall not, during the period the Executive is employed by the Company and at any time thereafter, publish or communicate to any person or entity any Disparaging remarks, comments or statements concerning the Company and its directors, officers, shareholders, employees, agents, attorneys, successors and assigns and the Company agrees that during the period the Executive is employed by the Company and at any time thereafter, it shall not, and it shall use its reasonable efforts to cause its directors and officers not to, publish or communicate to any person or entity any Disparaging remarks, comments or statements concerning the Executive; provided, however, that nothing contained in this Section 6.6 shall preclude either Party from providing truthful testimony in connection with a valid subpoena, court order, regulatory request, other legal proceeding, or as may be required by law. "Disparaging" remarks, comments or statements are those that impugn the character, honesty, integrity or morality of the individual or entity being disparaged.

6.7 Reasonableness of Covenants. The Parties agree that the duration and area for which the covenants set forth in this Section 6 apply are reasonable. In the event that any arbitrator or court of competent jurisdiction determines that the time period or the area or both are unreasonable and any such covenant is to that extent unenforceable, the Company and the Executive agree that such covenant shall remain in full force and effect for the greatest time period and in the greatest area that would not render it unenforceable and that each covenant set forth in this Section 6 shall remain enforceable notwithstanding a determination by a court of competent jurisdiction that another covenant set forth in this Section 6 is unenforceable.

7. Remedies; Specific Performance. The Parties acknowledge and agree that the Executive's breach or threatened breach of any of the restrictions set forth in Section 6 or the Company's breach or threatened breach of the restrictions set forth in Section 6.6 shall result in irreparable and continuing damage to the Protected Parties or the Executive for which there may be no adequate remedy at law and that the Protected Parties or the Executive shall be entitled to seek equitable relief, including specific performance and injunctive relief as remedies for any such breach or threatened or attempted breach, without requiring the posting of a bond. The Parties hereby consent to the grant of an injunction (temporary or otherwise) against the other Party or the entry of any other court order against the other party prohibiting and enjoining him or it from violating, or directing him or it to comply with any provision of Section 6. The Parties also agree that such remedies shall be in addition to any and all remedies, including damages, available to the Protected Parties or the Executive for such breaches or threatened or attempted breaches.

8. Other Provisions.

8.1 Notices. Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission or sent by certified, registered or express mail, postage prepaid or overnight mail and shall be deemed given when so delivered personally, or sent by facsimile transmission or, if mailed, four (4) business days after the date of mailing or one (1) business day after overnight mail, addressed to such party at the address set forth below or such other address as may hereafter be designated in writing by the addressee as follows:

(a) If the Company, to:

Amalgamated Bank
275 Seventh Avenue
New York, New York 10001
Attention: Chairman of the Board
Telephone: (212) 255-6200
Fax: (212) 895-4721

With a copy to:

Amalgamated Bank
275 Seventh Avenue
New York, New York 10001
Attention: General Counsel
Telephone: (212) 895 4431

(b) If the Executive, to the Executive's home address reflected in the Company's records.

8.2 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and, supersedes all prior agreements, written or oral, with respect thereto, including, without limitation, the Prior Agreement.

8.3 Representations and Warranties. The Executive represents and warrants that he is not a party to or subject to any restrictive covenants, legal restrictions or other agreements in favor of any entity or person which could preclude, inhibit, impair or limit the Executive's ability to perform his obligations under this Agreement, including, but not limited to, non-competition agreements, non-solicitation agreements or confidentiality agreements. The Company represents and warrants that (i) it has full corporate power and authority to execute and deliver this Agreement and to perform its obligations contemplated hereunder, (ii) it has taken all corporate action necessary to authorize the execution and performance of this Agreement, (iii) it has obtained all required regulatory or other consents as may be necessary or appropriate to permit it to enter into this Agreement and (iv) this Agreement has been duly executed and delivered by it and, assuming due authorization, execution, and delivery of this Agreement by the Executive, is the legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms.

8.4 Waiver and Amendments. This Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8.5 Governing Law, Dispute Resolution and Venue.

(a) This Agreement shall be governed and construed in accordance with the laws of New York applicable to agreements made and to be performed entirely within such state, without regard to conflicts of laws principles, unless superseded by federal law.

(b) Any controversy or claim arising out of or relating to this Agreement or the breach hereof or otherwise arising out of the Executive's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in New York, New York in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators, except that the arbitrator shall apply the law as established by decisions of the U.S. Supreme Court, the Court of Appeals for the Second Circuit and the U.S. District Court for the Southern District of New York in deciding the merits of claims and defenses under federal law (including without limitation any federal antidiscrimination law). The Company and the Executive specifically agree that the arbitrator may award injunctive relief. In the event that any person or entity other than the Executive or the Company may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties covenant that they shall participate in the arbitration in good faith. Each party to any arbitration proceeding shall bear its

or his own costs and expenses in connection therewith, except as permitted by law or otherwise ordered by the arbitrator in such proceeding. Notwithstanding the foregoing, this Section 8.5 shall not preclude any party hereto from pursuing a court action pursuant to Section 7 or otherwise for the sole purpose of obtaining a temporary restraining order or a preliminary injunction.

8.6 Assignability by the Company and the Executive. This Agreement, and the rights and obligations hereunder, may not be assigned by the Company or the Executive without written consent signed by the other party; provided that the Company may assign this Agreement to any successor that continues the business of the Company, including any person or entity that acquires all or substantially all of the assets of the Company.

8.7 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

8.8 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning of terms contained herein.

8.9 Severability. If any term, provision, covenant or restriction of this Agreement, or any part thereof, is held by a court of competent jurisdiction of any foreign, federal, state, county or local government or any other governmental, regulatory or administrative agency or authority to be invalid, void, unenforceable or against public policy for any reason, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected or impaired or invalidated. The Executive acknowledges that the restrictive covenants contained in Section 6 are a condition of this Agreement and are reasonable and valid in temporal scope and in all other respects.

8.10 Judicial Modification. If any court determines that any of the covenants in Section 6, or any part of any of them, is invalid or unenforceable, the remainder of such covenants and parts thereof shall not thereby be affected and shall be given full effect, without regard to the invalid portion. If any court determines that any of such covenants, or any part thereof, is invalid or unenforceable because of the geographic or temporal scope of such provision, the parties shall reduce such scope to the minimum extent necessary to make such covenants valid and enforceable.

8.11 Tax Withholding. The Company or other payor is authorized to withhold from any benefit provided or payment due hereunder, the amount of withholding taxes due any federal, state or local authority in respect of such benefit or payment and to take such other action as may be necessary in the opinion of the Board to satisfy all obligations for the payment of such withholding taxes.

8.12 Indemnification and Insurance. The Executive shall be indemnified in accordance with the Company's certificate of incorporation, by-laws, and policies and to the fullest extent permitted by, and in accordance with, applicable state law. The Company agrees that it shall promptly move to ensure that the Executive is insured under the Company's Directors' and Officers' liability insurance policy (including Side A coverage). Subject to the requirements of applicable law, the Company shall indemnify the Executive on a current basis

and to the extent the Company acquires insurance to cover all or part of the Company's indemnification obligations, the Company shall ensure that amounts paid in respect of such insurance are paid on a current basis.

8.13 Section 409A. This Agreement is intended to comply with Code Section 409A to the extent subject thereto and shall be interpreted and administered in compliance therewith. Any term used in this Agreement which is defined in Code Section 409A or the regulations promulgated thereunder (the "Regulations") shall have the meaning set forth therein unless otherwise specifically defined herein. Any obligations to pay nonqualified deferred compensation (within the meaning of Code Section 409A) under this Agreement that arise in connection with the Executive's "termination of employment," "termination" or other similar references shall only be triggered if the termination of employment or termination qualifies as a "separation from service" within the meaning of §1.409A-1(h) of the Regulations. Notwithstanding any other provision of this Agreement, if at the time of the termination of the Executive's employment, the Executive is a "specified employee," as defined in Code Section 409A or the Regulations, and any payments upon such termination under this Agreement hereof shall result in additional tax or interest to the Executive under Code Section 409A, he shall not be entitled to receive such payments until the date which is six (6) months after the termination of the Executive's employment for any reason or, if earlier, the date of the Executive's death. Each amount to be paid or benefit to be provided to the Executive under this Agreement that constitutes deferred compensation subject to Code Section 409A shall be construed as a separate identified payment for purposes of Code Section 409A. If any expense reimbursement by the Executive under this Agreement is determined to be "deferred compensation" within the meaning of Code Section 409A, including, without limitation any reimbursement under Section 4.4, then the reimbursement shall be made to the Executive as soon as practicable after submission for the reimbursement, but no later than December 31 of the year following the year during which such expense was incurred. In addition, if any provision of this Agreement would subject the Executive to any additional tax or interest under Code Section 409A, then the Company shall reform such provision; provided that the Company shall (x) maintain, to the maximum extent practicable, the original intent of the applicable provision without subjecting the Executive to such additional tax or interest and (y) not incur any additional compensation expense as a result of such reformation.

8.14 Golden Parachute Provisions.

(a) Anything in this Agreement to the contrary notwithstanding, the Company shall not be obligated to make any payment hereunder that would be prohibited as a "golden parachute payment" or "indemnification payment" under Section 18(k) of the Federal Deposit Insurance Act.

(b) If any payment or benefit to the Executive under this Agreement or otherwise would be a "golden parachute payment" or "indemnification payment" within the meaning of Section 18(k) of the Federal Deposit Insurance Act, such payment or benefit shall not be made unless permitted under applicable law. The Company shall use best efforts promptly to apply to the appropriate federal banking agency for a determination that any golden parachute payment is permissible.

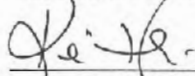
(c) The provisions of this Agreement are subject to and shall be interpreted to be consistent with Applicable Law, which terms control over the terms of this Agreement in the event of a conflict between Applicable Law and this Agreement. Notwithstanding anything herein to the contrary, no payment or benefit shall be paid or provided to the Executive or be vested or accrued if any such payment or benefit, vesting or accrual would violate Applicable Law and, to the extent any such payment or benefit that has been paid, provided, vested or accrued is determined to be in violation of Applicable Law, any such payment or benefit shall be subject to recoupment or cancellation. In the event of any such violation, the Executive and the Company shall cooperate in good faith to endeavor to meet the requirements of Applicable Law in a manner that preserves to the greatest extent possible the intent and purposes of this Amendment. “Applicable Law” means the laws, statutes, rules, regulations, treaties, directives, guidelines, ordinances, codes, administrative or judicial precedents or authorities and orders of any Governmental Authority, as well as the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, decisions, judgments, directed duties, requests, licenses, authorizations, decrees and permits of, and agreements with any Governmental Authority, to which the Company or the Executive are a party or by which the Company or the Executive are bound, in each case whether or not having the force of law, and all orders, decisions, judgments, and decrees of all courts or arbitrators in proceedings or actions to which the Company or the Executive are a party or by which the Company or the Executive are bound. “Governmental Authority” means the United States of America, any state or territory thereof and any federal, state, provincial, city, town, municipality, county or local authority, including without limitation, the Federal Deposit Insurance Corporation, the New York State Department of Financial Services, and any board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

8.15 Claw-Back and Forfeiture. This Agreement and any Annual Bonus, LTIP or other incentive or performance-based compensation paid or payable to the Executive pursuant to this Agreement or under any other plan or arrangement adopted by the Company (collectively, “Incentive Compensation”) shall be subject in all respects to the Company’s Policy on Sound Executive Compensation and any other compensation claw-back or forfeiture policy implemented by the Company from time to time and applicable to all officers of the Company on the same terms and conditions, including without limitation, any such policy adopted to comply with the requirements of applicable law or the rules and regulations of any stock exchange applicable to the Company, and any revisions or amendments to any of the foregoing policies adopted by the Company from time to time and applicable to all officers of the Company on the same terms and conditions (collectively, the “Claw-Back Policy”). The Executive acknowledges and agrees that, if the Company is permitted to effect a claw-back or forfeiture of Incentive Compensation pursuant to the Claw-Back Policy, the Company shall be entitled to recover or retain any Incentive Compensation paid or payable to the Executive in accordance with the terms and conditions of the Claw-Back Policy.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound hereby, have executed this Agreement as of the day and year first above mentioned.

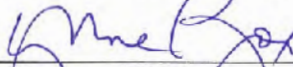
EXECUTIVE:



Name: Keith Mestrich

THE COMPANY:

AMALGAMATED BANK



Name: Lynne P. Fox

Title: Chair of the Board

EXHIBIT 10.2 TO FORM 10

Form of Change in Control Plan



AMALGAMATED BANK CHANGE IN CONTROL PLAN

Adopted by the Board on July 9, 2018

1. **Purpose; Operation.**

Amalgamated Bank, a New York state-chartered bank, has established this Amalgamated Bank Change In Control Plan (as amended from time to time, the “*Plan*”) to provide the participants with certain protections against the uncertainties usually created by a Change In Control in order to better enable the participants to devote their full time, attention and energy to the business of the Bank or its Subsidiaries prior to and after a Change In Control, thereby benefiting the Bank and its stockholders.

The operation and administration of the Plan is subject to the provisions of this Plan document. Capitalized terms used in the Plan are defined in Exhibit A hereto or may be defined within the Plan.

2. **Effective Date.**

The Plan shall take effect upon consummation of the Bank’s initial public offering (the “*Effective Date*”).

3. **Administration.**

The Plan will be administered by the Committee, who shall act only by a majority of its members then in office (*provided* that with respect to decisions relating directly to the participation of a Committee member in the Plan and benefits due to such member, such member shall recuse himself or herself from any such vote). The Committee shall have the authority, in its discretion, subject to and not inconsistent with the express provisions of the Plan, to administer the Plan and to exercise all of the powers and authorities either specifically granted to it under the Plan, or necessary or advisable in the administration of the Plan, including, without limitation, the authority:

(a) to designate those members of the Bank’s management team who shall participate in the Plan;

(b) to construe and interpret the Plan, and to establish, amend and revoke rules and regulations for administration of the Plan. The Committee, in the exercise of these powers, may

correct any defect, omission or inconsistency in the Plan, in a manner and to the extent it will deem necessary or expedient to make the Plan fully effective.

(c) to determine payment amounts due pursuant to the terms of the Plan; and

(d) to make all other determinations deemed necessary or advisable for the administration of the Plan.

All determinations, interpretations and constructions made by the Committee in good faith will not be subject to review by any person (except for the Bank's accountant and/or legal counsel) and will be final, binding and conclusive on all persons.

None of the members of the Board, the Bank, or the Committee shall be liable for any action taken, or determination made, in good faith with respect to the Plan. In addition to such other rights of indemnification that they have as members of the Board, the Bank shall indemnify the members of the Committee to the extent permitted by applicable law, against reasonable expenses (including, without limitation, attorneys' fees) actually and necessarily incurred in connection with the defense of any action, suit or proceeding, or in connection with any appeal, to which they or any of them may be a party by reason of any action taken or failure to act under or in connection with the Plan, and against all amounts paid by them in settlement thereof (provided such settlement is approved to the extent required by and in the manner provided by the governing documents of the Bank relating to indemnification of the members of the Board) or paid by them in satisfaction of a judgment in any such action, suit or proceeding, except in relation to such matters as to which it is adjudged in such action, suit or proceeding that such Committee did not act in a manner reasonably believed to be in the best interests of the Bank.

4. Participation.

Those management employees of the Bank and its Subsidiaries who are designated by the Committee shall participate in this Plan. Participation shall be effective on the later of the date such executive is designated by the Committee or his or her date of hire. Participation shall automatically cease upon the earlier of (a) the date designated by the Committee, provided that no Participant may be removed during a Protection Period, or (b) a Participant's termination of employment that does not constitute a Qualifying Termination hereunder. The Chief Executive Officer of the Bank shall not be eligible to participate in this Plan.

5. Obligations of the Bank upon Separation during the Protection Period.

(a) **Qualifying Terminations.** If, during the Protection Period, the Bank causes the Participant to incur a Qualifying Termination, the Bank shall pay to the Participant the amounts set forth below:

(i) The sum of (A) the Participant's Annual Base Salary through the Separation from Service to the extent not theretofore paid, payable on the next regularly scheduled payroll date (or such earlier date as required by law), (B) any employee benefits that the Participant is entitled to receive pursuant to the employee benefit plans, including any vacation or PTO, of the Bank or its Subsidiaries (other than any severance plans) in accordance

with the terms of such employee benefit plans, and (C) expenses reimbursable pursuant to the Bank's policies incurred but not yet reimbursed to the Participant to the date of Separation from Service (collectively, the "**Accrued Obligations**");

(ii) An amount equal to the Participant's target annual bonus under the annual bonus plan of the Bank or its Subsidiaries for the fiscal year in which the Qualifying Termination occurs ("**Target Bonus**"), multiplied by a fraction, the numerator of which is the number of days in the fiscal year through the Qualifying Termination, and the denominator of which is 365, payable in a lump sum on the 30th day following the later of the Qualifying Termination or the Change In Control;

(iii) A lump sum payment, payable on the 30th day following the later of the Qualifying Termination or Change In Control, equal to the Participant's Annual Base Salary plus Average Bonus for the Change In Control Severance Period;

(iv) Reimbursement for the additional premium costs incurred by the Participant, in excess of the active employee rate for similarly-situated active employees, to continue group medical, dental and vision coverage for the Participant and/or the Participant's family under Section 4980B of the Code and applicable state laws ("**COBRA**") for the Change In Control Severance Period (or, if shorter, until the date the Participant either becomes entitled to comparable coverage under another employer's group health plan, or the expiration of the maximum period of time as permitted by COBRA). The Participant shall submit to the Bank satisfactory evidence of premium costs incurred within 30 days following the date such costs were incurred. Such reimbursements may be reported as taxable or not taxable, as determined by the Committee in its sole discretion, to be necessary or advisable to avoid excise taxes or penalties being imposed on the Bank or the Participant in connection therewith. Within 30 days following receipt of such evidence, the Bank shall pay to the Participant such reimbursement; and

(v) The Bank shall take, or cause to be taken, such action as may be necessary to fully-vest, as of the date of such Qualifying Termination, any unvested equity awards held by the Participant that were granted prior to the Effective Date (those payments or benefits described in (ii) – (v) above, the "**Severance Payments**").

Notwithstanding the foregoing provisions of this Section 5, if the Participant breaches the Participant's obligations under Section 9 of this Plan, the Participant shall no longer be entitled to receive, and the Bank shall no longer be obligated to pay, any remaining unpaid portion of the Severance Payments as of the date of such breach. Any disputes with respect to the application of this Section 5 will be subject to the arbitration provisions of Section 22 hereof; *provided* that during the pendency of any such dispute, the Bank will be entitled to withhold such Severance Payments.

(b) **All Other Terminations.** If the Participant incurs a Separation from Service for any reason other than a Qualifying Termination (such as due to Cause, death, Disability, or voluntary resignation without Good Reason), the Participant's participation in this Plan shall terminate without further obligations by the Bank to the Participant or the Participant's legal representatives under this Plan, other than for payment of Accrued Obligations. Accrued

Obligations shall be paid to the Participant or his or her estate or beneficiary, as applicable, at the time and in the form as provided in Section 5 above.

(c) **Release.** As a condition precedent to payment of any Severance Payments to the Participant, the Participant shall, within sixty (60) days following the later of his or her Qualifying Termination or the Change in Control (the full 60-day period being the “**Release Period**”), deliver to the Bank a valid, executed general release substantially in the form presented by the Bank, and the time period provided by law for revocation of such release shall have expired. If the Release Period begins in one calendar year and ends in the next, such severance payments shall not be made until the last day of the Release Period (and any payments that would have otherwise been due prior to such date shall be paid on such date and the remaining payments shall be made on their normally scheduled dates).

6. **Section 409A Payment Limits.**

(a) To the maximum extent possible, the provisions of this Plan shall be construed in such a manner that no amounts payable to a Participant are subject to the additional tax and interest provided in Code Section 409A(a)(1)(B). In no event whatsoever shall the Bank or its Subsidiaries be liable for any additional tax, interest or penalty that may be imposed on the Participant by Code Section 409A or any damages for failing to comply with Code Section 409A. If any payment (whether cash or in-kind), including but not limited to reimbursements, would constitute a “deferral of compensation” under Code Section 409A and a payment date that complies with Code Section 409A(a)(2) is not otherwise provided for such benefit either in this Plan or a program or policy of the Bank or a Subsidiary, then such payment shall be made not later than 2 ½ months after the end of the calendar year in which the payment is no longer subject to a substantial risk of forfeiture. Any receipts or other proof of expenses (if required) shall be submitted to the Bank by the Participant no later than one month after the end of the calendar year in which the expense is incurred. The Bank shall pay reimbursements of expenses or benefits or provide fringe or other in-kind benefits on or before the last day of the calendar year following the calendar year in which the relevant expense or benefit is incurred. The amount of expenses or benefits eligible for reimbursement, payment or provision during a calendar year shall not affect the expenses or benefits eligible for reimbursement, payment or provision in any other calendar year.

(b) Notwithstanding any provision in this Plan to the contrary, if at the time of Separation from Service the Participant is a “specified employee” within the meaning of Code Section 409A, any payments which constitute a “deferral of compensation” under Code Section 409A and which would otherwise become due under this Plan during the first 6 months (or such longer period as required by Code Section 409A) after Separation from Service shall be delayed and all such delayed payments shall be paid in full in the 7th month after the Separation from Service, and all subsequent payments shall be paid in accordance with their original payment schedule. To the extent that any reimbursements of premiums constituting a “deferral of compensation” become subject to the above delay, the Participant shall be responsible for paying such amounts directly to the insurer or other third party and shall receive reimbursement from the Bank for such amounts in the 7th month as described above. The above specified employee delay shall not apply to any payments that are excepted from coverage by Code Section 409A, such as those payments covered by the short-term deferral exception described in Treasury

Regulations Section 1.409A-1(b)(4) or the involuntary separation exception described in Treasury Regulations Section 1.409A-1(b)(9).

(c) The Participant's right to receive any installment payments pursuant to this Plan shall be treated as a right to receive a series of separate and distinct payments. In no event may the Participant, directly or indirectly, designate the calendar year of any payment to be made under this Plan that is considered "deferral of compensation."

7. Clawback and Forfeiture.

This Plan and any annual bonus, long-term incentive plan, Severance Payment or other incentive or performance-based compensation paid or payable to the Participant pursuant to this Plan or under any other plan or arrangement adopted by the Bank (collectively, "***Incentive Compensation***") shall be subject in all respects to the Bank's Policy on Sound Executive Compensation and any other compensation clawback or forfeiture policy implemented by the Bank from time to time and applicable to all officers of the Bank on the same terms and conditions, including without limitation, any such policy adopted to comply with the requirements of applicable law or the rules and regulations of any stock exchange applicable to the Bank, and any revisions or amendments to any of the foregoing policies adopted by the Bank from time to time and applicable to all officers of the Bank on the same terms and conditions (collectively, the "***Clawback Policy***"). The Participant acknowledges and agrees that, if the Bank is permitted to effect a clawback or forfeiture of Incentive Compensation pursuant to the Clawback Policy, the Bank shall be entitled to recover or retain any Incentive Compensation paid or payable to the Participant in accordance with the terms and conditions of the Clawback Policy.

8. Full Settlement.

The Bank's obligation to make the payments provided for in this Plan and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Bank or its Subsidiaries may have against the Participant or others, other than the Clawback Rights described in Section 7. In no event shall the Participant be obligated to seek another position or take any other action by way of mitigation of the amounts payable to the Participant under any of the provisions of this Plan and such amounts shall not be reduced whether or not the Participant obtains another position. To the extent that any amount due hereunder has become subject to a bona fide dispute, payment of such amount may be delayed until no later than the end of the first taxable year of the Participant in which the Bank and the Participant enter into a legally binding settlement of such dispute, the Bank concedes that the amount is payable, or the Bank is required to make such payment pursuant to a final and nonappealable judgment or other binding decision, as set forth in Treasury Regulation Section 1.409A-3(g), and any such payment shall include interest on such delayed amount from the original due date thereof until paid at the prime rate from time to time reported in The Wall Street Journal during said period, plus, to the fullest extent permitted by law, the amount of all legal fees and expenses which the Participant reasonably incurs as a result of any contest by the Bank, the Participant or others in which the Participant is the prevailing party.

9. **Protective Covenants.**

By accepting each payment under this Plan, the Participant acknowledges and agrees that the Bank has developed intellectual property, Trade Secrets and Confidential Information to assist it in its business. Participant further acknowledges and agrees that the Bank has substantial relationships with prospective or existing customers, as well as customer good will associated with its ongoing business. The Bank employs or will employ Participant in a position of trust and confidence, and may provide Participant with extraordinary or specialized training in furtherance of Participant's duties for the Bank. Participant further acknowledges and agrees that the Bank has a right to protect these legitimate business interests. Therefore, in consideration for the Bank's decision to employ or continue to employ Participant; for the compensation and benefits provided to the Participant by the Bank under this Plan; in consideration of the time, investment and cost the Bank has incurred and will continue to incur to train Participant and enhance his skills, including, without limitation, extraordinary or specialized training; access to Trade Secrets or Confidential Information; and the Bank permitting Participant to come into contact with its customers and prospects, the Participant agrees to the protective covenants in this Plan. The Participant expressly agrees that the covenants in this Section 9 shall continue in effect through the entire Restricted Period (as defined below) regardless of whether the Participant is then entitled to receive any further payments or benefits from the Bank. For purposes of this Section 9, the Bank shall mean the Bank together with its Subsidiaries. Further, Participant understands and agrees that the covenants contained in this Plan apply notwithstanding any claim of breach of the Plan or any other agreement between the Bank and the Participant. It is further understood that the covenants contained in this Section 9 survive the term of this Plan and bind the Participant so long as he is employed by or in the service of the Bank and including a period of time following the Participant's Separation from Service equal to the Change In Control Severance Period that would otherwise apply to the Participant in the event of a Qualifying Termination (the "***Restricted Period***").

(a) **Confidential Information.** The Participant agrees at all times to hold in strictest confidence, and not to use, except for the benefit of the Bank, any of the Bank's Trade Secrets or Confidential Information or to disclose to any person, firm or entity any of the Bank's Trade Secrets or Confidential Information except (i) as authorized in writing by the Bank's Board, (ii) as authorized by the Bank's management, pursuant to a written non-disclosure agreement, or (iii) as required by law.

The Defend Trade Secrets Act (18 U.S.C. § 1833(b)) states: "An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." Accordingly, Participant shall have the right to disclose in confidence Trade Secrets to federal, state, and local government officials, or to an attorney, for the sole purpose of reporting or investigating a suspected violation of law. Participant shall also have the right to disclose Trade Secrets in a document filed in a lawsuit or other proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Plan is intended to conflict with 18 U.S.C. §

1833(b) or create liability for disclosures of Trade Secrets that are expressly allowed by 18 U.S.C. § 1833(b).

(b) **No Competing Employment.** The Participant acknowledges that the nature of the Bank's business and Participant's position with the Bank is such that if the Participant were to become employed by, or become substantially involved in, the business of a competitor of the Bank during his or her employment or service with the Bank or during the Restricted Period following the Participant's Separation from Service, it would be very difficult for the Participant not to rely on or use the Bank's Trade Secrets and Confidential Information. Thus, to avoid the inevitable disclosure of the Bank's Trade Secrets and Confidential Information, and to protect such Trade Secrets and Confidential Information and the Bank's relationships and goodwill with customers, during the Participant's employment or service with the Bank and for the full Restricted Period after the date the Participant's Separation from Service for any reason, the Participant shall not directly, or by assisting others, engage in the banking or financial services business (a "**Competitive Business**") in any capacity identical with or corresponding to the capacity or capacities in which employed by or in service with the Bank, anywhere within the areas(s) where Participant is working and/or for which the Participant is responsible at the time of his or her Separation from Service; **provided**, that the Participant may purchase and hold only for investment purposes less than two percent (2%) of the shares of any Bank in competition with the Bank whose shares are regularly traded on a national securities exchange or inter-dealer quotation system; and **provided further** that the Participant may provide services to any business or entity that has a line of business, division, subsidiary or other affiliate that is a Competitive Business if, during the Restricted Period, the Participant is not employed directly in such line of business or division or by such subsidiary or other affiliate that is a Competitive Business and is not involved directly in the management, supervision or operations of such line of business, division, subsidiary or other affiliate that is a Competitive Business. The parties acknowledge and agree that, if necessary to determine the reasonable geographic scope of this restraint, the Bank may rely on appropriate documentation and evidence outside the provisions of this Plan.

(c) **Non-Solicitation of Employees.** During the Restricted Period, the Participant shall not directly or indirectly solicit, induce, recruit, encourage, take away, or hire (or attempt any of the foregoing actions) or otherwise cause (or attempt to cause) any officer, representative, agent, director, employee or independent contractor of the Bank to leave his or her employment or engagement with the Bank either for employment with the Participant or with any other entity or person, or otherwise interfere with or disrupt (or attempt to disrupt) the employment or service relationship between any such individual and the Bank. The Participant will not be deemed to have violated this Paragraph if employees respond to general advertisements for employment or if the Committee provides unanimous prior written consent to the activities of the Participant (all such requests for consent will be given good faith consideration by the Committee).

(d) **Non-Solicitation of Customers.** During the Restricted Period, the Participant shall not, directly or by assisting others, take any action to solicit, divert, take away, contact, call upon, communicate with, or attempt to solicit, divert, take away, contact, call upon, communicate with any customers of the Bank, including actively seeking prospective customers, with whom Participant had Material Contact during Participant's employment, for the purposes of inducing or attempting to induce or divert their business away from the Bank. The term "**Material Contact**" means the contact between Participant and each customer (a) with whom

or which Participant dealt on behalf of the Bank, (b) whose dealings with the Bank were coordinated or supervised by Participant; (c) about whom Participant obtained Confidential Information in the ordinary course of business as a result of Participant's association with the Bank; or (d) who receives products or services authorized by the Bank, the sale or provision of which results or resulted in compensation, commissions, or earnings for Participant within two years prior to the Participant's Separation from Service with the Bank.

(e) **Non-Disparagement.** The Participant agrees that at no time during his or her employment or service with the Bank or thereafter shall he or she make, or cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, business or character of the Bank or any of its affiliates, or any of their respective directors, officers, representatives, agents or employees. The Bank agrees, in turn, that it will not make, in any authorized corporate communications to third parties, and it will direct the members of its Board and its Chief Executive Officer or President not to make, cause or assist any other person to make, any statement or other communication to any third party which impugns or attacks, or is otherwise critical of, the reputation, business or character of the Participant.

(f) **Returning Bank Documents.** The Participant agrees that upon his or her Separation from Service with the Bank, he or she will deliver to the Bank (and will not keep in his possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence (including emails), specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any items developed by Participant pursuant to his or her employment or service with the Bank or otherwise belonging to the Bank or its successors or assigns. The Participant is not required to return any personal items; documents, files, or materials containing personal information (except to the extent such materials also contain Trade Secrets or Confidential Information), or documents or agreements of which he or she is a party.

(g) **Confidentiality of Plan.** The Participant agrees that, except as may be required by applicable law or legal process, during his or her employment or service with the Bank and thereafter, he or she shall not disclose the terms of this Plan to any person or entity other than the Participant's accountants, financial advisors, attorneys or spouse, provided that such accountants, financial advisors, attorneys and spouse agree not to disclose the terms of this Plan to any other person or entity.

(h) **Understanding of Covenants.** By agreeing to participate in and accepting each payment under the Plan, the Participant represents that he or she (i) is familiar with the foregoing confidentiality, invention assignment, non-solicitation, non-competition and nondisparagement covenants, (ii) is fully aware of his or her obligations hereunder, (iii) agrees to the reasonableness of the length of time, scope and geographic coverage of the foregoing covenants, and (iv) agrees that such covenants are necessary to protect the confidential and proprietary information, goodwill, stable workforce, and customer relations of the Bank. Participant further acknowledges and agrees that the covenants contained in this Plan are reasonable in time, scope and in all other respects; that such covenants shall be construed as agreements independent of each other and of any provision of this or any other contract between the parties hereto; and that should any part or provision of any covenant be held invalid, void or unenforceable in any court

of competent jurisdiction, such invalidity, voidness or unenforceability shall not render invalid, void or unenforceable any other part or provision of this Plan. If any portion of the foregoing provisions is found to be invalid or unenforceable by a court of competent jurisdiction because its duration, the territory, the definition of activities, or the definition of information covered is considered to be invalid or unreasonable in scope, the invalid or unreasonable term shall be redefined or a new enforceable term provided, such that the intent of the Bank and Participant in agreeing to the provisions of this Plan will not be impaired and the provision in question shall be enforceable to the fullest extent of the applicable laws. The existence of any claim or cause of action by Participant against the Bank, whether predicated upon this or any other contract, shall not constitute a defense to the enforcement by the Bank of said covenants.

(i) **Remedy for Breach.** The Participant agrees that a breach of any of the covenants of this Section 9 would cause material and irreparable harm to the Bank that would be difficult or impossible to measure, and that damages or other legal remedies available to the Bank for any such injury would, therefore, be an inadequate remedy for any such breach. Accordingly, the Participant agrees that if he or she breaches any term of this Section 9, the Bank shall be entitled, in addition to and without limitation upon all other remedies the Bank may have under this Plan, at law or otherwise, to obtain injunctive or other appropriate equitable relief, without bond or other security, to restrain any such breach. Claims for damages and equitable relief in any court shall be available to the Bank in lieu of, or prior to or pending determination in any arbitration proceeding. In the event the enforceability of any of the terms of this Plan shall be challenged in court and the Participant is not enjoined from breaching any of the protective covenants, then if a court of competent jurisdiction finds that the challenged protective covenant is enforceable, the time periods shall be deemed tolled upon the filing of the lawsuit challenging the enforceability of this Plan until the dispute is finally resolved and all periods of appeal have expired.

(j) **Defense of Claims.** The Participant further agrees that, during his or her employment or service with the Bank, and for a period of five (5) years after the Participant's Separation from Service, upon request from the Bank, the Participant will cooperate with the Bank in the defense of any claims or actions that may be made by or against the Bank that affect the Participant's prior areas of responsibility, except if the Participant's reasonable interests are adverse to the Bank in such claim or action. The Bank agrees that it shall reimburse the reasonable out of pocket costs and attorney fees the Participant actually incurs in connection with him or her providing such assistance or cooperation to the Bank, in accordance with the Bank's standard policies and procedures as in effect from time to time, *provided* that the Participant shall have obtained prior written approval from the Bank for any travel or legal fees and expenses incurred by him or her in connection with his or her obligations under this paragraph.

10. **Golden Parachute Provisions.**

(a) Anything in this Plan to the contrary notwithstanding, the Bank shall not be obligated to make any payment hereunder that would be prohibited as a "golden parachute payment" or "indemnification payment" under Section 18(k) of the Federal Deposit Insurance Act.

(b) If any payment or benefit to the Participant under this Plan or otherwise would be a “golden parachute payment” or “indemnification payment” within the meaning of Section 18(k) of the Federal Deposit Insurance Act, such payment or benefit shall not be made unless permitted under Applicable Law. The Bank shall use best efforts promptly to apply to the appropriate federal banking agency for a determination that any golden parachute payment is permissible.

(c) Anything in this Plan to the contrary notwithstanding and except as set forth below, in the event it shall be determined that any payment or distribution by the Bank to or for the benefit of the Participant (whether paid or payable or distributed or distributable pursuant to the terms of this Plan or otherwise, but determined without regard to any additional payments required under this Section, except as otherwise provided in this Section) (hereinafter referred to collectively as a “**Payment**”) would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred by the Participant with respect to such excise tax (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the “**Excise Tax**”), then the Payments shall be reduced to the extent necessary so that no portion thereof shall be subject to the Excise Tax, but only if, by reason of such reduction, the net after-tax benefit received by the Participant shall exceed the net after-tax benefit that would be received by the Participant if no such reduction was made. For purposes of this paragraph, “**Net after-tax benefit**” shall mean (i) the total of all Payments which the Participant receives or is then entitled to receive from the Bank or its subsidiaries that would constitute “excess parachute payments” within the meaning of Section 280G of the Code, less (ii) the amount of all foreign, federal, state and local income and employment taxes payable by the Participant with respect to the foregoing calculated at the maximum marginal income tax rate for each year in which such payments shall be made to the Participant (based on the rate in effect for such year as set forth in the Code as in effect at the time of the first such payment), less (iii) the amount of Excise Tax imposed with respect to the Payments described in (i) above. If a reduction is to occur pursuant to this paragraph, the payments and benefits under this Plan shall be reduced in the following order: any cash reimbursement of premium costs, then any other severance payments made pursuant to Paragraph 5 (in reverse order of payment), then any other amount that is a “parachute payment” within the meaning of Section 280G of the Code in such order as determined in the sole discretion of the Committee and not the Participant.

(d) The provisions of this Plan are subject to and shall be interpreted to be consistent with Applicable Law, which terms control over the terms of this Plan in the event of a conflict between Applicable Law and this Plan. Notwithstanding anything herein to the contrary, no payment or benefit shall be paid or provided to the Participant or be vested or accrued if any such payment or benefit, vesting or accrual would violate Applicable Law and, to the extent any such payment or benefit that has been paid, provided, vested or accrued is determined to be in violation of Applicable Law, any such payment or benefit shall be subject to recoupment or cancellation. In the event of any such violation, the Participant and the Bank shall cooperate in good faith to endeavor to meet the requirements of Applicable Law in a manner that preserves to the greatest extent possible the intent and purposes of this Amendment. “**Applicable Law**” means the laws, statutes, rules, regulations, treaties, directives, guidelines, ordinances, codes, administrative or judicial precedents or authorities and orders of any Governmental Authority, as well as the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, decisions, judgments, directed duties, requests, licenses, authorizations, decrees and permits of,

and agreements with any Governmental Authority, to which the Bank or the Participant are a party or by which the Bank or the Participant are bound, in each case whether or not having the force of law, and all orders, decisions, judgments, and decrees of all courts or arbitrators in proceedings or actions to which the Bank or the Participant are a party or by which the Bank or the Participant are bound. “**Governmental Authority**” means the United States of America, any state or territory thereof and any federal, state, provincial, city, town, municipality, county or local authority, including without limitation, the Federal Deposit Insurance Corporation, the New York State Department of Financial Services, and any board, bureau, instrumentality, agency or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

11. Successors.

This Plan is personal to the Participant and without the prior written consent of the Bank shall not be assignable by the Participant other than by will or the laws of descent and distribution. This Plan shall inure to the benefit of and be enforceable by the Participant’s legal representatives. This Plan shall inure to the benefit of and be binding upon the Bank and its successors and assigns. The Bank will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Bank to assume expressly and agree to perform this Plan in the same manner and to the same extent that the Bank would be required to perform it if no such succession had taken place.

12. No Right to Continued Employment or Service.

Nothing in the Plan shall confer upon any Participant the right to continue in employment with, or otherwise continue providing services to, the Bank or its Subsidiaries or to be entitled to any remuneration or benefits not set forth in the Plan, or to interfere with or limit in any way the right of the Bank or its Subsidiaries to terminate such Participant’s employment or other services. The Participant acknowledges and agrees that any right to payments under this Plan is earned only by continuing as an employee of, or otherwise providing services to, the Bank or any Subsidiary at the will of the Bank or any Subsidiary, as applicable, or satisfaction of any other applicable terms and conditions contained in this Plan.

13. Taxes and Excise Taxes.

The Bank and its Subsidiaries are authorized to withhold from any payment under the Plan or otherwise any amounts of withholding and other taxes due to enable the Bank and the Participant to satisfy obligations for the payment of withholding taxes and other tax obligations. Regardless of whether the Bank or any of its Subsidiaries chooses to withhold with respect to any Participant, or the method used, the Participant shall retain sole responsibility for all taxes due in connection with his or her payments under the Plan. Notwithstanding anything in this Plan to the contrary, neither the Bank, any Subsidiary, nor any other person or entity guarantees, warrants or otherwise represents that any payment made under this Plan will produce any favorable or desired tax or other result; and any statement, inference or other communication to the contrary (under this Plan or otherwise) is and shall be subject to the provisions and qualifications and

disclaimer of this sentence. The Participant shall be solely and exclusively responsible for any and all such results.

14. Amendment; Termination.

The Board may at any time and from time to time alter, amend, suspend, or terminate the Plan in whole or in part; *provided*, that the Plan may not be materially modified with respect to the rights of any individual who has already become a Participant in the Plan as of such date, unless such waiver, modification or discharge is agreed to in writing and signed by the Participant and the Bank or such modification is otherwise determined to be necessary to comply with applicable laws or banking regulations. The Plan shall automatically terminate upon the expiration of the Protection Period (*provided* that any payments due to a Qualifying Termination occurring during the Protection Period shall remain due and owing).

15. Waiver and Severability.

No waiver by the Bank or any Participant at any time of any breach by the Bank or a Participant, as applicable, or compliance with, any condition or provision of this Plan to be performed, shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. The provisions of this Plan shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

16. Unfunded Status of Plan.

The Plan is intended to constitute an unfunded, nonqualified deferred compensation plan. With respect to any payments not yet made to a Participant pursuant to the Plan, nothing contained in the Plan shall give any such Participant any rights that are greater than those of a general creditor of the Bank and its Subsidiaries. In its sole discretion, the Board may authorize the creation of trusts or other arrangements to meet the obligations created under the Plan to deliver payments of cash or property hereunder, *provided, however*, that the existence of such trusts or other arrangements is consistent with the unfunded status of the Plan.

17. Beneficiary.

Upon the death of a Participant, all of his or her rights under the Plan, if any, shall inure to his or her designated beneficiary (such written designation to be made by the Participant pursuant to the administrative process determined by the Committee), or, if no such beneficiary designation is in force at the time of Participant's death, to his or her surviving spouse (as determined under applicable state law) or if none, to his or her estate.

18. No Guarantee or Assurances.

There can be no guarantee that any distributions under the Plan will occur or that any payment to any Participant will result under the Plan. Nothing in this Plan shall be construed to impose an obligation on the Bank or its Subsidiaries to consummate a Change In Control transaction.

19. **Survival of Certain Provisions.**

The rights and obligations set forth in Sections 5, 6, 7, 9, 10, 11, 13, and 15 shall survive any termination or expiration of this Plan.

20. **Notices.**

All notices by the Participant (or the Participant's estate) shall be addressed to Amalgamated Bank, 275 Seventh Avenue, New York, NY 10001, Attention: General Counsel, or such other address as the Bank may from time to time specify. All notices to the Participant shall be addressed to the Participant at the Participant's address in the Bank's records.

21. **Governing Law.** The Plan and all determinations made and actions taken pursuant hereto shall be governed by the laws of the State of New York without giving effect to the conflict of laws principles thereof.

22. **Arbitration.** Any controversy or claim arising out of or relating to this Plan or the breach hereof or otherwise arising out of the Participant's employment or the termination of that employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled by arbitration in any forum and form agreed upon by the parties or, in the absence of such an agreement, under the auspices of the American Arbitration Association ("AAA") in New York, New York in accordance with the Employment Dispute Resolution Rules of the AAA, including, but not limited to, the rules and procedures applicable to the selection of arbitrators, except that the arbitrator shall apply the law as established by decisions of the U.S. Supreme Court, the Court of Appeals for the Second Circuit and the U.S. District Court for the Southern District of New York in deciding the merits of claims and defenses under federal law (including without limitation any federal antidiscrimination law). The Bank and the Participant specifically agree that the arbitrator may award injunctive relief. In the event that any person or entity other than the Participant or the Bank may be a party with regard to any such controversy or claim, such controversy or claim shall be submitted to arbitration subject to such other person or entity's agreement. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties covenant that they shall participate in the arbitration in good faith. Each party to any arbitration proceeding shall bear its or his own costs and expenses in connection therewith, except as permitted by law or otherwise ordered by the arbitrator in such proceeding. Notwithstanding the foregoing, this Section shall not preclude any party hereto from pursuing a court action pursuant to Section 9 or otherwise for the sole purpose of obtaining a temporary restraining order or a preliminary injunction..

This Plan is being executed, on behalf of the Board, by the duly-authorized officer of the Bank.

AMALGAMATED BANK

By:  _____

Keith Mestrich, President and
Chief Executive Officer

Date: July 9, 2018 _____

EXHIBIT A
Plan Definitions

For purposes of the Plan, the following terms shall be defined as set forth below.

“Annual Base Salary” means the Participant’s annual base salary with the Bank as of the date of the Qualifying Termination (ignoring any reduction constituting Good Reason under this Plan).

“Average Bonus” means the Participant’s actual annual bonus paid or payable to the Participant under the annual bonus plan of the Bank or its Subsidiaries (as applicable) for the three most recently completed fiscal years prior to the year in which the Qualifying Termination occurs (or, if the Participant was employed for less than three complete fiscal years, the average of his or her complete fiscal years); provided that if the Participant was employed for less than one complete fiscal year, his Target Bonus.

“Bank” means Amalgamated Bank, a New York state-chartered bank, or any successor corporation. As used in this Plan, the term “Bank” shall also mean any successor to its business and/or assets that assumes and agrees to perform this Plan by operation of law or otherwise.

“Board” means the Board of Directors of the Bank.

“Cause” means, with respect to a Participant, the occurrence of any of the following events: (i) the Participant’s willful failure to substantially perform his or her duties and responsibilities to the Bank or any Subsidiary or affiliate or deliberate violation of a material Bank, Subsidiary or affiliate policy; (ii) the Participant’s commission of any material act or acts of fraud, embezzlement, dishonesty, or other willful misconduct; (iii) the Participant’s material unauthorized use or disclosure of any proprietary information or trade secrets of the Bank or any Subsidiary or affiliate or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Bank; or (iv) the Participant’s willful and material breach of any of his or her obligations under any written Plan or covenant with the Bank. The Committee shall in its discretion determine whether or not a Participant is being terminated for Cause. The Committee’s determination shall, unless arbitrary and capricious, be final and binding on the Participant, the Bank, and all other affected persons. The foregoing definition does not in any way limit the Bank’s ability to terminate a Participant’s employment or service at any time, and the term “Bank” will be interpreted herein to include any Subsidiary or affiliate or successor thereto, if appropriate. Any determination by the Committee that the service of a Participant was terminated with or without Cause for the purposes of the Plan will have no effect upon any determination of the rights or obligations of the Bank, any Subsidiary or affiliate, or such Participant for any other purpose. For purposes of this definition, Cause shall not be considered to exist unless the Bank provides written notice to the Participant which indicates the specific Cause provision in this Plan relied upon, to the extent applicable sets forth in reasonable detail the facts and circumstances claimed to provide a basis for such Cause, and specifies the termination date. The failure by the Bank to set forth in such notice any fact or circumstance which contributes to a showing of Cause shall not waive any right of the Bank

hereunder or preclude the Bank from asserting such fact or circumstance in enforcing the Bank's rights hereunder.

“Change In Control” means the occurrence of any one or more of the following events:

(i) the consummation of a transaction, or a series of related transactions undertaken with a common purpose, in which any individual, entity or group (a ***“Person”***), acquires ownership of stock of the Bank that, together with stock held by such Person, constitutes more than 50% of the total fair market value or total voting power of the Bank's stock; or

(ii) a sale, lease, exchange or other transfer, in one transaction or a series of related transactions undertaken with a common purpose, of the Bank's assets having a total gross fair market value of 40% or more of the total gross fair market value of all of the assets of the Bank. For this purpose, ***“gross fair market value”*** means the value of the assets of the Bank, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For purposes of this Plan, a Change In Control will not include (1) a transaction in which the holders of the outstanding voting securities of the Bank immediately prior to the transaction hold at least 50% of the outstanding voting securities of the successor Bank immediately after the transaction; (2) any transaction or series of transactions approved by the Board principally for bona fide equity financing purposes in which cash is received by the Bank or any successor thereto or indebtedness of the Bank is cancelled or converted or a combination thereof; (3) a sale, lease, exchange or other transfer of all or substantially all of the Bank's assets to a majority-owned Subsidiary; or (4) a transaction undertaken for the principal purpose of restructuring the capital of the Bank, including, but not limited to, reincorporating the Bank in a different jurisdiction, or creating a holding company.

Notwithstanding the foregoing, a “Change In Control” will only be deemed to occur if the consummation of the corporate transaction meets the requirements of Reg. Section 1.409A-3(a)(5).

“Change In Control Severance Period” means one (1) year for all Participants.

“Code” means the Internal Revenue Code of 1986, as amended, and all regulations and formal guidance issued thereunder, as amended from time to time, or any successor legislation thereto.

“Committee” means the Compensation Committee of the Board, or such other committee as shall be appointed by the Board to administer the Plan. In the absence of any such committee, the Board shall serve as the Committee.

“Confidential Information” shall mean any data and information (i) relating to the business of the Bank or its Subsidiaries, regardless of whether the data or information constitutes a Trade Secret; (ii) disclosed to Participant or of which he/she became aware of as a consequence of Participant's relationship with the Bank or its Subsidiaries; (iii) having value to the Bank or its Subsidiaries; (iv) not generally known to competitors of the Bank or its Subsidiaries; and (v) which includes Trade Secrets, methods of operation, names of customers, price lists, financial

information and projections, route books, personnel data, and similar information; ***provided, however,*** that Confidential Information shall not mean data or information which has been voluntarily disclosed to the public by the Bank or its Subsidiaries, except where such public disclosure has been made by Participant without authorization from the Bank or its Subsidiaries, which has been independently developed and disclosed by others, or which has otherwise entered the public domain through lawful means.

“Disability” means a condition under which a Participant (i) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or (ii) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Bank. Disability will be determined by the Committee on the basis of such medical evidence as the Committee deems warranted under the circumstances.

“Effective Date” means the date that the Plan is established as set forth in Section 2.

“Good Reason” means: (i) a material diminution in the Participant’s base compensation; (ii) a material diminution in the Participant’s authority, duty or responsibilities; (iii) a material diminution in the authority, duties, or responsibilities of the supervisor to whom the Participant is required to report, including a requirement that the Participant report to a corporate officer or employee instead of reporting directly to the Board; (iv) a material diminution in the budget over which the Participant retains authority; (v) a material change (by more than 20 miles) in the location of the Participant’s principal worksite without the Participant’s consent; or (vi) any other action or inaction that constitutes a material breach by Bank of this Plan or other agreement pursuant to which the Participant provides services to the Bank; ***provided*** that, the Bank shall have thirty (30) days after receipt of notice from the Participant in writing specifying the deficiency to cure the deficiency, to the extent curable, that would result in Good Reason; ***provided***, further, that the Participant shall have ninety (90) days from the occurrence of the event that constitutes Good Reason to provide notice to the Bank that the Participant intends to resign for Good Reason. The failure by the Participant to set forth in such notice any fact or circumstance which contributes to a showing of Good Reason shall not waive any right of the Participant hereunder or preclude the Participant from asserting such fact or circumstance in enforcing the Participant’s rights hereunder.

“Participant” means an executive designated by the Committee to participate in this Plan.

“Plan” means this Amalgamated Bank Change In Control Plan, as amended from time to time.

“Protection Period” means ninety days prior to, or one year following, the Change In Control.

“Qualifying Termination” means the Bank causes the Participant to incur a Separation from Service other than for Cause, death or Disability, or the Participant voluntarily Separates from Service for Good Reason, during the Protection Period.

“Separation from Service” means a ‘separation from service’ as defined by Section 409A of the Code. By way of illustration, and without limiting the generality of the foregoing, the following principals shall apply:

(i) The Participant shall not be considered to have separated from service so long as the Participant is on military leave, sick leave, or other bona fide leave of absence, if the period of such leave does not exceed six (6) months, or if longer, so long as the Participant retains a right to reemployment with the Bank under an applicable statute or by contract.

(ii) Regardless of whether his employment has been formally terminated, the Participant will be considered to have Separated from Service as of the date it is reasonably anticipated by both parties that no further services will be performed by the Participant for the Bank, or that the level of bona fide services the Participant will perform after such date will permanently decrease to no more than twenty percent (20%) of the average level of bona fide services performed over the immediately preceding thirty-six (36) month period (or the full period of employment if the Participant has been employed for less than 36 months). For purposes of the preceding test, during any paid leave of absence the Participant shall be considered to have been performing services at the level commensurate with the amount of compensation received, and unpaid leaves of absence shall be disregarded.

(iii) For purposes of determining whether the Participant has separated from service, all services provided for the Bank, or for any other entity that is part of a controlled group that includes the Bank as defined in Section 414(b) or (c) of the Code, shall be taken into account, whether provided as an employee or as a consultant or other independent contractor; *provided* that the Participant shall not be considered to have not separated from service solely by reason of service as a non-employee director of the Bank or any other such entity.

“Subsidiary” means, with respect to the Bank, (i) any corporation of which more than 50% of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, stock of any other class or classes of such corporation will have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned by the Bank, and (ii) any partnership, limited liability company or other entity in which the Bank has a direct or indirect interest (whether in the form of voting or participation in profits or capital contribution) of more than 50%. For purposes of this definition, “owned” means a person or entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities.

“Trade Secrets” shall mean any of the Bank’s or its Subsidiaries’ information, without regard to for, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers, which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

EXHIBIT 10.3 TO FORM 10

Separation Letter, dated October 11, 2017 - Rupert Allan



October 11, 2017

Rupert Allan
105 Club Road
Riverside, CT 06878

Dear Rupert:

This letter (the "Agreement and Release") confirms our agreement with regard to your separation from employment with Amalgamated Bank ("Amalgamated Bank" or the "Bank"). Our understanding and agreement with respect to your separation is as follows:

1. Your total unconditional compensation, payments and benefits from the Bank shall be as follows (in each case less applicable statutory deductions and authorized withholdings):
 - a. You will receive your pay through October 2, 2017.
 - b. You will be paid for all accrued but unused vacation benefits as of October 2, 2017.
 - c. You will cease to actively participate in all Bank benefit plans and programs as of October 2, 2017.
 - d. If you currently have Bank medical or dental coverage, you will receive, under separate cover, general information about your rights to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Nothing in this Agreement and Release is intended to impair any of these rights.

2. Provided you agree to and accept the terms of this Agreement and Release and do not timely revoke your acceptance, you shall be eligible for the following benefits:

- a. The Bank will continue to pay your base salary and benefits through January 1, 2018 (the "Separation Date") as set forth herein. If the Separation Date is modified (either earlier or later), the terms of this Agreement will still apply and the term "Separation Date" shall be understood to be the date that Employee actually separates from the Company. You acknowledge that you will be paid salary, starting with the first regular payroll of the Bank that occurs eight (8) days after this Agreement is executed and not revoked pursuant to paragraph 13(b) and that no payments shall be made until such time. The first payment will include a lump sum equivalent to any payroll periods that occurred between October 2, 2017 and the time of the first payment. Your base salary will be paid at the rate in effect at the time of your Separation less applicable statutory deductions and authorized withholdings (the "Base Salary"); provided, however that you acknowledge that as of October 2, 2017, you will be relieved of your regular duties as Executive Vice President, Chief Trust Officer. After October 2, 2017, you will



not be expected to report to work or perform any job duties for the Bank, except as may be necessary to answer brief questions regarding the status of projects or to provide contact information. In the event that you do not execute this Agreement prior to the expiration of the review period or you revoke the acceptance of this Agreement, then your employment will cease effective as of October 2, 2017 and you will be issued a check for wages due and owing through October 2, 2017 and all benefits, with the exception of health insurance, which shall terminate on October 31, 2017.

b. You will be paid in a lump sum on (i) the last payroll date before the end of 2017 or (ii) the first payroll of 2018 (at your discretion) the amount of One Hundred Eighty Nine Thousand Two Hundred Thirty Dollars and Eighty Two Cents (\$189,230.82), less applicable statutory deductions and authorized withholdings, representing the sum of your FY2017 target bonus amount and twelve (12) weeks' base salary (together with the Base Salary, the "Separation Payment"). If you elect to receive your separation payment on the last payroll or before the end of 2017, you will be paid for January 1, 2018 on the first payroll of 2018. You will not be eligible for a calendar year 2018 bonus.

c. Provided your Separation Date is no earlier than January 1, 2018, you shall be entitled to exercise any vested Stock Appreciation Rights available to you as of January 1, 2018.

d. You acknowledge that your health insurance coverage shall terminate on the sooner of (i) January 31, 2018 or (ii) when coverage is obtained from another source. Following the Separation Date, the Bank shall pay to you an amount equal to the premium payments that you pay for yourself (and your family, if applicable) for continuation of health coverage under COBRA, less applicable statutory deductions and authorized withholdings, for up to three (3) months beginning February 1, 2018 to April 30, 2018 or until coverage is obtained from another source, whichever is sooner. You agree to notify the Bank within two (2) business days following the commencement of full-time employment before April 30, 2018.

e. The benefits described in subparagraphs 2(a), (b), (c) and (d) shall be referenced in this Agreement and Release collectively as the "Separation Benefits." You acknowledge that the Separation Benefits set forth in this Agreement include and further enhance the value of any payments to which You would be entitled to receive upon the satisfaction of the terms of the Severance Policy for Employees Not Covered by a Collective Bargaining Agreement and that this Agreement satisfies any obligations under the Severance Policy for Employees Not Covered by a Collective Bargaining Agreement. The Separation Benefits paid herein are specific to the terms of this Agreement and shall not be used to establish any precedent now or in the future.

3. Other than as set forth in this Agreement and Release, you acknowledge and agree that you are not entitled to and will not receive any additional compensation, payments or benefits of any kind from the Releasees (as that term is defined in subparagraph 5(b)), including,



without limitation, any notice or separation payments otherwise due under any offer letter, letter of employment or employment agreement you have with the Bank or any policy or practice of the Bank, and that no representations or promises to the contrary have been made to you.

4. The Bank will not contest any lawful application by you to receive unemployment benefits.

5. a. As a condition of the Bank's willingness to enter into this Agreement and Release, and in consideration for the agreements of the Bank contained herein, you hereby release, waive and forever discharge the Releasees from, and hereby acknowledge full accord and satisfaction of, any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise), whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction, agreement or occurrence that you ever had, now have or hereafter may have against the Releasees up to and including the date of the execution of this Agreement and Release.

Without limiting the generality of the foregoing, you hereby release and forever discharge the Releasees from:

- (i) any and all claims relating to or arising from your employment with the Bank, the terms and conditions of that employment, and the termination of that employment;
- (ii) any and all claims of age discrimination under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, as such laws have been amended;
- (iii) any and all claims of employment discrimination, harassment or retaliation under any federal, state or local statute or ordinance, public policy or the common law, including, without limitation, any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the Family & Medical Leave Act, the New York State and New York City Human Rights Laws, the New York Labor Law, the New York Worker Adjustment and Retraining Notification Act, the New York Whistleblower Law, the New York Constitution, and as such laws have been amended;
- (iv) any and all contract claims, claims for bonuses, or severance allowances or entitlements;
- (v) any and all claims for employee benefits, including, without limitation, any and all claims under the Employee Retirement Income Security Act of 1974; provided, however, that nothing in this paragraph 5 is intended to release, diminish, or otherwise affect any vested monies or other vested benefits to which you may be entitled from, under, or pursuant to any savings or retirement plan of the Bank;



(vi) any and all claims for slander, libel, defamation, negligent or intentional infliction of emotional distress, personal injury, prima facie tort, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever; and

(vii) any and all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs and disbursements and the like.

This Agreement and Release is not intended to and does not affect any rights or claims you may have arising after the date this Agreement and Release is executed by you.

b. For purposes of this Agreement and Release, the term "Releasees" includes the Bank, its present and former direct and indirect parents, affiliates, divisions, subsidiaries, predecessors, successors and assigns, and their present and former officers, directors, employees, representatives, attorneys and agents, whether acting as agents or in individual capacities, and the Bank's pension and welfare benefit plans (and their respective administrators, fiduciaries, trustees and insurers), whether acting as agents or in individual capacities, and this release shall inure to the benefit of and shall be binding upon and enforceable by all such entities and individuals.

c. You agree that you will not recover upon, or otherwise enforce or accept monies or other relief from, any judgment, decision or award upon any claim released by you in paragraph 5 of this Agreement and Release.

6. You have not been told that the Bank or any Releasee will employ you in the future, and you agree that the Bank shall not have any obligation in the future to reemploy you, or enter into any other business arrangement of any kind with you. You further agree that if you do seek reemployment or any other business arrangement with the Bank under which you would receive compensation for services performed by you, a rejection by the Bank of your application or inquiry will not constitute a violation of this Agreement and Release.

7. a. You agree to (i) return to the Bank, on or before the Separation Date, any computer equipment, office keys, credit cards, ID and access cards, etc., and any and all original and duplicate copies of your work product and Bank files, calendars, books, employee handbooks, records, notes, notebooks, manuals, CD's, DVD's, Encrypted USB drives, tokens and any other magnetic and other media materials you have in your possession or under your control belonging to the Bank, or containing confidential or proprietary information concerning the Bank, and its officers, directors, employees, consultants, customers or operations; and (ii) delete all electronically stored information belonging to the Bank or containing confidential or proprietary information concerning the Bank, and its officers, directors, employees, consultants, customers or operations. By signing this Agreement and Release, you confirm that you will not retain in your possession or under your control any of the documents, materials or data described in this subparagraph 7(a), and that you are not entitled to receive the Separation Benefits unless this obligation is fully satisfied.



b. You acknowledge that, while employed by the Bank, you had access to and possessed confidential and proprietary information and materials concerning the Bank and its employees that are not publicly available, including, without limitation, professional, technical and administrative manuals, associated forms, processes, and computer systems (including hardware, software, database and information technology systems); other methodologies and systems; marketing, investment and business development plans and strategies; customer and prospect files, lists and materials; financial models; operations; Bank costs, profits, and other financial information; short- and long-term strategy information; and personnel data and human resource strategies (the “Confidential Information and Trade Secrets”). You agree that the Bank will be irreparably damaged if you use or disclose Confidential Information and Trade Secrets. You agree, therefore, never to use or disclose Confidential Information and Trade Secrets before it has become publicly known, through no fault of your own. Subject to any confidentiality requirements with respect to the matters set forth in Section 7(d) and as provided in this paragraph, you also agree that, if you are ever asked to disclose any Confidential Information or Trade Secrets, pursuant to legal process or otherwise, you will contact the Bank’s General Counsel to seek the Bank’s consent prior to any disclosure. The parties agree that it shall not be a violation of this Agreement for you to disclose Confidential Information and Trade Secrets in any of the following situations:

- a. where disclosure is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law;
- b. where disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; or
- c. where disclosure is to your attorney who is representing you in a claim that the Bank retaliated against you for reporting a suspected violation of law. You or your attorney may use the trade secret information in the court proceeding without violating this Agreement, only if any document containing the trade secret is filed under seal and you or your attorney do not disclose the trade secret, except pursuant to court order.

c. You agree, upon reasonable notice, to cooperate in any Bank investigation or any litigation, arbitration, or regulatory proceeding in which the Bank is or may become involved, regarding events that occurred during your tenure with the Bank. You agree to make yourself reasonably available to consult with the Bank’s representatives, including its counsel, to provide information, and to appear to give testimony. The Bank will provide you with access to any available documents that are reasonably necessary for your cooperation solely in order to prepare for your cooperation. The Bank will reimburse you for reasonable out-of-pocket expenses that you incur in extending such cooperation, so long as you provide written notice of your request for reimbursement and provide satisfactory documentation of the expenses.

d. Employee understands that nothing contained in this Agreement limits Employee’s ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health



Administration, the Securities and Exchange Commission, Public Company Accounting Oversight Board, or any other federal, state or local governmental agency or commission ("Government Agencies"). Employee further understands that this Agreement does not limit Employees' ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. However, Employee hereby explicitly agrees to waive any right to monetary damages that any Government Agency may recover against Releasees without regard as to who brought any said complaint or charge with the exception that nothing in this Agreement is intended to or shall prevent, impede or interfere with Employee's right to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. To the extent permissible by law, Employee further agrees not to file any action in any court of law against any Releasee, except Employee may file an action to enforce the Agreement and Release or to challenge the validity of the release of claims under the ADEA and OWBPA.

e. The parties understand and agree that each party shall bear its own attorneys' fees and costs and waives its rights, if any, to make any application for fees and costs against any other party and neither party shall be considered a prevailing or successful party.

8. You agree that you will take no action that is intended, or would reasonably be expected, to harm or disparage the Releasees, or any of them, or to impair any of their reputations. For the purposes of this paragraph, disparagement shall include, without limitation, any statement denigrating the Bank's products or services, criticizing the Bank's financial status or financial management, or accusing the Bank or its employees of acting in a dishonest, disreputable, incompetent, or negligent manner. You shall also not make any willfully false statements to any person about the Bank or its professional abilities. Nothing in this paragraph shall limit Employee's rights to give truthful testimony with respect to any government investigation or action or in response to a civil subpoena.

9. a. You agree that you have properly reported all hours you have worked, and that you have been paid all wages, overtime, commissions or other compensation that the Bank should have paid you through the Separation Date.

b. You agree that you have received all leave to which you have been entitled, including leave pursuant to the federal Family and Medical Leave Act, and any similar state or local laws, and that you have not been discriminated or retaliated against in any way for requesting or taking such leave.

c. You agree that you have no known workplace injuries or occupational diseases.

10. The making of this Agreement and Release is not intended, and shall not be construed, as an admission that the Releasees, or any of them, have violated any federal, state or local law, ordinance or regulation, breached any contract, or committed any wrong whatsoever against you.



11. You agree that, except as provided in the next sentence, the terms and conditions of this Agreement and Release shall be kept in confidence. Unless and until you first obtain written permission from Toni-Ann Sforza, Executive Vice President, Director of Human Resources, Amalgamated Bank, 275 Seventh Avenue, New York, New York 10001, and only to the extent you obtain such permission, you will not knowingly disclose this information to anyone, except: (i) as reasonably necessary to enforce this Agreement and Release; (ii) to your attorneys or bona fide tax advisors; (iii) to your spouse or domestic partner; (iv) to governmental taxing authorities; (v) to the Government Agencies with respect to the matters set forth in Section 8(d) or, (vi) pursuant to compulsory legal process or a court order.

12. You acknowledge that the Bank has made no promises, commitments or representations to you other than those contained in this Agreement and Release and that you have not relied upon any statement or representation made by the Bank with respect to the basis or effect of this Agreement and Release or otherwise.

13. a. You may review and consider this Agreement and Release for a period of 45 days. You agree and understand that: (i) You are waiving and releasing any rights and claims that may exist against the Releasees, including those under the ADEA and OWBPA; (ii) You are not waiving or releasing any rights or claims that may arise after the date of the execution of this Agreement and Release; and (iii) the consideration that is being provided to You is of significant value and in addition to what You otherwise would be entitled. You further acknowledge that you received the Attachment A – Jobs, Titles and Ages of Employees Affected and Unaffected by Layoffs. The Bank hereby encourages you to show and discuss this Agreement and Release with your attorney before signing it and that, to the extent you wished to do so, you have done so. If you executed this Agreement and Release before the end of the 45-day period, such early execution was completely voluntary, and you had reasonable and ample time in which to review this Agreement and Release. You acknowledge that you have, in fact, carefully reviewed this Agreement and Release; and that you are entering into it voluntarily and of your own free will.

b. For a period of seven (7) days after you sign this Agreement and Release, you have the right to revoke it by providing notice in writing to: Toni-Ann Sforza, Executive Vice President, Director of Human Resources, Amalgamated Bank, 275 Seventh Avenue, New York, New York 10001, by hand delivery, via overnight courier, or email to toni-annsforza@AmalgamatedBank.com. This Agreement and Release will not become effective and enforceable until after the expiration of the seven-day revocation period.

c. You understand that your acceptance of the Separation Payment at any time more than seven days after you sign this Agreement and Release confirms that you did not revoke your assent to this Agreement and Release and, therefore, that it is effective and enforceable.

d. The Bank will only accept a copy of this Agreement and Release signed after the Separation Date.

14. If, at any time after the date of the execution of this Agreement and Release, any provision of this Agreement and Release shall be held by any court of competent jurisdiction to



be illegal, void or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement and Release; provided, however, that if paragraph 5 is held to be illegal, void or unenforceable, you agree to promptly execute a valid general release and waiver in favor of the Releasees.

15. This Agreement and Release contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, except that any existing obligations you have under the Bank's Code of Ethics (including, without limitation, the non-solicitation provisions of Section 6.26(B) and (C) thereof) and the Customer Privacy Code of Conduct shall remain in full force and effect. This Agreement and Release may not be changed orally, and no modification, amendment or waiver of any of the provisions contained in this Agreement and Release, nor any future representation, promise or condition in connection with the subject matter hereof, shall be binding upon any party unless made in writing and signed by such party.

16. You may not assign any of your rights or obligations under this Agreement and Release. This Agreement and Release shall be binding upon and inure to the benefit of the Bank's successors and assigns. Without limiting the foregoing, the Bank may assign its rights and delegate its duties hereunder in whole or in part to any affiliate of the Bank or to any transferee of all or a portion of the assets or business to which this Agreement and Release relates.

17. This Agreement and Release is governed by the laws of the State of New York, without regard to its conflict of laws provisions.

18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

If this Agreement and Release is acceptable to you, please indicate your agreement by signing and dating the enclosed copy and returning it in the enclosed envelope.

Sincerely,

A handwritten signature in black ink, appearing to read "Toni-Ann Sforza".

Toni-Ann Sforza
Executive Vice President
Director of Human Resources



READ THIS AGREEMENT AND RELEASE AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT; IT HAS IMPORTANT LEGAL CONSEQUENCES AND INCLUDES A RELEASE AND WAIVER OF KNOWN AND UNKNOWN CLAIMS. CONSULT YOUR ATTORNEY BEFORE SIGNING IT.

I acknowledge that I have read this Agreement and Release and that I understand and voluntarily accept its terms.

THIS IS A LEGALLY ENFORCEABLE DOCUMENT.

Accepted and Agreed to:

Print Name: RUPERT ALLAN

Signature: [Handwritten Signature]

10/31/2017
Date

STATE OF NEW YORK)

) ss.:
COUNTY OF WESTCHESTER

On this 31 day of OCT, 2017, before me personally came RUPERT ALLAN to me known and known to me to be the person described herein and who executed the foregoing Agreement and Release, and (s)he duly acknowledged to me that (s)he executed the same.

[Handwritten Signature]
Notary Public

ISABELLA CHIERA
No. 01CH4971668
Notary Public, State of New York
Qualified in Westchester County
My Commission Expires Sept. 10, 2018



ATTACHMENT A

JOB TITLES AND AGES OF EMPLOYEES AFFECTED AND UNAFFECTED BY LAYOFFS

Pursuant to the requirements of the Older Workers Benefit Protection Act, this is to provide you with the following information in connection with your consideration of this Agreement and Release. Due to a need to better align the financial interests of the Bank, positions at the Executive Vice President level (the “Decisional Unit”) will be eliminated. The positions in the Decisional Unit will be eliminated based on the following factors: reducing operating costs, eliminating overlapping and/or unnecessary functions and the operational needs of the Bank.

Employees in the Decisional Unit who are being laid off are being offered severance pay if they sign and return a waiver of claims. Those employees laid off in this reduction in force who agree to be bound by the attached Agreement and Release have 45 days to review the Agreement and Release. If the Agreement and Release is signed, employees have 7 days to revoke their acceptance of the Agreement and Release.

The following is a list of the ages and job classifications of employees who are included in the reduction in force and are being laid off and offered severance pay as set forth above as consideration for the release.

Job Title of Employees Selected for Termination in the Decisional Unit	Age of Employees Selected	Job Titles of Employees Not Selected for Termination in Decisional Unit	Age of Employees Not Selected
EVP, Chief Lending Officer	57	EVP, General Counsel	57
EVP, Chief Trust Officer	55	EVP, Director of Bank Operations	45
EVP, New Business Initiatives	33	EVP, Treasurer	50
		EVP, Chief Credit Risk Officer	67
		SEVP, Chief Financial Officer	43
		EVP, Chief Audit Executive	57
		SEVP, Consumer Banking & COO	55
		EVP, Chief Marketing Officer	57
		EVP, Chief Information Officer	40
		EVP, Chief Risk Officer	38
		EVP, Director of Human Resources	29
		EVP, Director of Business Development	36

EXHIBIT 10.4 TO FORM 10

Separation Letter, dated November 6, 2017 – Duane Crisco



November 6, 2017

Duane Crisco
9 Middle Beach Road
Madison, CT 06443

Dear Duane:

This letter (the "Agreement and Release") confirms our agreement with regard to your separation from employment with Amalgamated Bank ("Amalgamated Bank" or the "Bank"). Our understanding and agreement with respect to your separation is as follows:

1. Your total unconditional compensation, payments and benefits from the Bank shall be as follows (in each case less applicable statutory deductions and authorized withholdings):
 - a. You will receive your pay through October 2, 2017.
 - b. You will be paid for all accrued but unused vacation benefits as of October 2, 2017.
 - c. You will cease to actively participate in all Bank benefit plans and programs as of October 2, 2017.
 - d. If you currently have Bank medical or dental coverage, you will receive, under separate cover, general information about your rights to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Nothing in this Agreement and Release is intended to impair any of these rights.

2. Provided you agree to and accept the terms of this Agreement and Release and do not timely revoke your acceptance, you shall be eligible for the following benefits:

- a. The Bank will continue to pay your base salary and benefits through January 1, 2018 (the "Separation Date") as set forth herein. If the Separation Date is modified (either earlier or later), the terms of this Agreement will still apply and the term "Separation Date" shall be understood to be the date that Employee actually separates from the Company. You acknowledge that you will be paid salary, starting with the first regular payroll of the Bank that occurs eight (8) days after this Agreement is executed and not revoked pursuant to paragraph 13(b) and that no payments shall be made until such time. The first payment will include a lump sum equivalent to any payroll periods that occurred between October 2, 2017 and the time of the first payment. Your base salary will be paid at the rate in effect at the time of your Separation less applicable statutory deductions and authorized withholdings (the "Base Salary"); provided, however that you acknowledge that as of October 2, 2017, you will be relieved of your regular



duties as Executive Vice President, Chief Lending Officer. After October 2, 2017, you will not be expected to report to work or perform any job duties for the Bank, except as may be necessary to answer brief questions regarding the status of projects or to provide contact information. In the event that you do not execute this Agreement prior to the expiration of the review period or you revoke the acceptance of this Agreement, then your employment will cease effective as of October 2, 2017 and you will be issued a check for wages due and owing through October 2, 2017 and all benefits, with the exception of health insurance, which shall terminate on October 31, 2017.

b. You will be paid in a lump sum on (i) the last payroll date before the end of 2017, (ii) the first payroll of 2018, or (iii) the first regular payroll of the Bank that occurs eight (8) days after this Agreement is executed and not revoked pursuant to paragraph 13(b) (at your discretion) the amount of Three Hundred Sixty Nine Thousand Two Hundred Thirty Dollars and Eighty Two Cents (\$369,230.82), less applicable statutory deductions and authorized withholdings, representing the sum of your FY2017 target bonus amount and twelve (12) weeks' base salary (together with the Base Salary, the "Separation Payment"). If you elect to receive your separation payment on the last payroll or before the end of 2017, you will be paid for January 1, 2018 on the first payroll of 2018. You will not be eligible for a calendar year 2018 bonus.

c. Provided your Separation Date is no earlier than January 1, 2018, you shall be entitled to exercise any vested Stock Appreciation Rights available to you as of January 1, 2018.

d. You acknowledge that your health insurance coverage shall terminate on the sooner of (i) January 31, 2018 or (ii) when coverage is obtained from another source. Following the Separation Date, the Bank shall pay to you an amount equal to the premium payments that you pay for yourself (and your family, if applicable) for continuation of health coverage under COBRA, less applicable statutory deductions and authorized withholdings, for up to three (3) months beginning February 1, 2018 to April 30, 2018, or until coverage is obtained from another source, whichever is sooner. You agree to notify the Bank within two (2) business days following the commencement of full-time employment before April 30, 2018.

e. The benefits described in subparagraphs 2(a), (b), (c) and (d) shall be referenced in this Agreement and Release collectively as the "Separation Benefits." You acknowledge that the Separation Benefits set forth in this Agreement include and further enhance the value of any payments to which You would be entitled to receive upon the satisfaction of the terms of the Severance Policy for Employees Not Covered by a Collective Bargaining Agreement and that this Agreement satisfies any obligations under the Severance Policy for Employees Not Covered by a Collective Bargaining Agreement. The Separation Benefits paid herein are specific to the terms of this Agreement and shall not be used to establish any precedent now or in the future.



3. Other than as set forth in this Agreement and Release, you acknowledge and agree that you are not entitled to and will not receive any additional compensation, payments or benefits of any kind from the Releasees (as that term is defined in subparagraph 5(b)), including, without limitation, any notice or separation payments otherwise due under any offer letter, letter of employment or employment agreement you have with the Bank or any policy or practice of the Bank, and that no representations or promises to the contrary have been made to you.

4. The Bank will not contest any lawful application by you to receive unemployment benefits.

5. a. As a condition of the Bank's willingness to enter into this Agreement and Release, and in consideration for the agreements of the Bank contained herein, you hereby release, waive and forever discharge the Releasees from, and hereby acknowledge full accord and satisfaction of, any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise), whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction, agreement or occurrence that you ever had, now have or hereafter may have against the Releasees up to and including the date of the execution of this Agreement and Release.

Without limiting the generality of the foregoing, you hereby release and forever discharge the Releasees from:

- (i) any and all claims relating to or arising from your employment with the Bank, the terms and conditions of that employment, and the termination of that employment;
- (ii) any and all claims of age discrimination under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, as such laws have been amended;
- (iii) any and all claims of employment discrimination, harassment or retaliation under any federal, state or local statute or ordinance, public policy or the common law, including, without limitation, any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the Family & Medical Leave Act, the New York State and New York City Human Rights Laws, the New York Labor Law, the New York Worker Adjustment and Retraining Notification Act, the New York Whistleblower Law, the New York Constitution, and as such laws have been amended;
- (iv) any and all contract claims, claims for bonuses, or severance allowances or entitlements;
- (v) any and all claims for employee benefits, including, without limitation, any and all claims under the Employee Retirement Income Security Act of 1974; provided, however, that nothing in this paragraph 5 is intended to release,



diminish, or otherwise affect any vested monies or other vested benefits to which you may be entitled from, under, or pursuant to any savings or retirement plan of the Bank;

(vi) any and all claims for slander, libel, defamation, negligent or intentional infliction of emotional distress, personal injury, prima facie tort, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever; and

(vii) any and all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs and disbursements and the like.

This Agreement and Release is not intended to and does not affect any rights or claims you may have arising after the date this Agreement and Release is executed by you.

b. For purposes of this Agreement and Release, the term "Releasees" includes the Bank, its present and former direct and indirect parents, affiliates, divisions, subsidiaries, predecessors, successors and assigns, and their present and former officers, directors, employees, representatives, attorneys and agents, whether acting as agents or in individual capacities, and the Bank's pension and welfare benefit plans (and their respective administrators, fiduciaries, trustees and insurers), whether acting as agents or in individual capacities, and this release shall inure to the benefit of and shall be binding upon and enforceable by all such entities and individuals.

c. You agree that you will not recover upon, or otherwise enforce or accept monies or other relief from, any judgment, decision or award upon any claim released by you in paragraph 5 of this Agreement and Release.

6. You have not been told that the Bank or any Releasee will employ you in the future, and you agree that the Bank shall not have any obligation in the future to reemploy you, or enter into any other business arrangement of any kind with you. You further agree that if you do seek reemployment or any other business arrangement with the Bank under which you would receive compensation for services performed by you, a rejection by the Bank of your application or inquiry will not constitute a violation of this Agreement and Release.

7. a. You agree to (i) return to the Bank, on or before October 2, 2017, any computer equipment, office keys, credit cards, ID and access cards, etc., and any and all original and duplicate copies of your work product and Bank files, calendars, books, employee handbooks, records, notes, notebooks, manuals, CD's, DVD's, Encrypted USB drives, tokens and any other magnetic and other media materials you have in your possession or under your control belonging to the Bank, or containing confidential or proprietary information concerning the Bank, and its officers, directors, employees, consultants, customers or operations; and (ii) delete all electronically stored information belonging to the Bank or containing confidential or proprietary information concerning the Bank, and its officers, directors, employees, consultants, customers or operations. By signing this Agreement and Release, you confirm that you will not



retain in your possession or under your control any of the documents, materials or data described in this subparagraph 7(a), and that you are not entitled to receive the Separation Benefits unless this obligation is fully satisfied.

b. You acknowledge that, while employed by the Bank, you had access to and possessed confidential and proprietary information and materials concerning the Bank and its employees that are not publicly available, including, without limitation, professional, technical and administrative manuals, associated forms, processes, and computer systems (including hardware, software, database and information technology systems); other methodologies and systems; marketing, investment and business development plans and strategies; customer and prospect files, lists and materials; financial models; operations; Bank costs, profits, and other financial information; short- and long-term strategy information; and personnel data and human resource strategies (the "Confidential Information and Trade Secrets"). You agree that the Bank will be irreparably damaged if you use or disclose Confidential Information and Trade Secrets. You agree, therefore, never to use or disclose Confidential Information and Trade Secrets before it has become publicly known, through no fault of your own. Subject to any confidentiality requirements with respect to the matters set forth in Section 7(d) and as provided in this paragraph, you also agree that, if you are ever asked to disclose any Confidential Information or Trade Secrets, pursuant to legal process or otherwise, you shall provide the Bank with prompt written notice so that the Bank may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.. The parties agree that it shall not be a violation of this Agreement for you to disclose Confidential Information and Trade Secrets in any of the following situations:

- i. where disclosure is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law;
- ii. where disclosure is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal;
- iii. where disclosure is to your attorney who is representing you in a claim that the Bank retaliated against you for reporting a suspected violation of law. You or your attorney may use the trade secret information in the court proceeding without violating this Agreement, only if any document containing the trade secret is filed under seal and you or your attorney do not disclose the trade secret, except pursuant to court order; or
- iv. pursuant to compulsory legal process or court order; provided that, to the extent practically and legally feasible, you provide prior written notice to the Bank.

c. You agree, upon reasonable notice, to cooperate in any Bank investigation or any litigation, arbitration, or regulatory proceeding in which the Bank is or may become involved, regarding events that occurred during your tenure with the Bank. You agree to make yourself reasonably available to consult with the Bank's representatives, including its counsel, to provide



information, and to appear to give testimony. The Bank will provide you with access to any available documents that are reasonably necessary for your cooperation solely in order to prepare for your cooperation. The Bank will reimburse you for reasonable out-of-pocket expenses that you incur in extending such cooperation, so long as you provide written notice of your request for reimbursement and provide satisfactory documentation of the expenses.

d. Employee understands that nothing contained in this Agreement limits Employee's ability to file a charge or complaint with the Equal Employment Opportunity Commission, the National Labor Relations Board, the Occupational Safety and Health Administration, the Securities and Exchange Commission, Public Company Accounting Oversight Board, or any other federal, state or local governmental agency or commission ("Government Agencies"). Employee further understands that this Agreement does not limit Employees' ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agency, including providing documents or other information, without notice to the Company. However, Employee hereby explicitly agrees to waive any right to monetary damages that any Government Agency may recover against Releasees without regard as to who brought any said complaint or charge with the exception that nothing in this Agreement is intended to or shall prevent, impede or interfere with Employee's right to receive and fully retain a monetary award from a government-administered whistleblower award program for providing information directly to a government agency. To the extent permissible by law, Employee further agrees not to file any action in any court of law against any Releasee, except Employee may file an action to enforce the Agreement and Release or to challenge the validity of the release of claims under the ADEA and OWBPA.

e. The parties understand and agree that each party shall bear its own attorneys' fees and costs and waives its rights, if any, to make any application for fees and costs against any other party and neither party shall be considered a prevailing or successful party.

8. You agree that you will take no action that is intended, or would reasonably be expected, to harm or disparage the Releasees, or any of them, or to impair any of their reputations. For the purposes of this paragraph, disparagement shall include, without limitation, any statement denigrating the Bank's products or services, criticizing the Bank's financial status or financial management, or accusing the Bank or its employees of acting in a dishonest, disreputable, incompetent, or negligent manner. You shall also not make any willfully false statements to any person about the Bank or its professional abilities. Nothing in this paragraph shall limit Employee's rights to give truthful testimony with respect to any government investigation or action or in response to a civil subpoena. The Bank will not authorize the making or release of any statement made with the intention of, or which may reasonably be expected to result in the disparagement of you.

9. a. You agree that you have properly reported all hours you have worked, and that you have been paid all wages, overtime, commissions or other compensation that the Bank should have paid you through the Separation Date.

b. You agree that you have received all leave to which you have been entitled, including leave pursuant to the federal Family and Medical Leave Act, and any similar



state or local laws, and that you have not been discriminated or retaliated against in any way for requesting or taking such leave.

c. You agree that you have no known workplace injuries or occupational diseases.

10. The making of this Agreement and Release is not intended, and shall not be construed, as an admission that the Releasees, or any of them, have violated any federal, state or local law, ordinance or regulation, breached any contract, or committed any wrong whatsoever against you.

11. You agree that, except as provided in the next sentence, the terms and conditions of this Agreement and Release shall be kept in confidence. Unless and until you first obtain written permission from Toni-Ann Sforza, Executive Vice President, Director of Human Resources, Amalgamated Bank, 275 Seventh Avenue, New York, New York 10001, and only to the extent you obtain such permission, you will not knowingly disclose this information to anyone, except: (i) as reasonably necessary to enforce this Agreement and Release; (ii) to your attorneys or bona fide tax advisors; (iii) to your spouse or domestic partner; (iv) to governmental taxing authorities; (v) to the Government Agencies with respect to the matters set forth in Section 8(d) or, (vi) pursuant to compulsory legal process or a court order.

12. You acknowledge that the Bank has made no promises, commitments or representations to you other than those contained in this Agreement and Release and that you have not relied upon any statement or representation made by the Bank with respect to the basis or effect of this Agreement and Release or otherwise.

13. a. You may review and consider this Agreement and Release for a period of 45 days. You agree and understand that: (i) You are waiving and releasing any rights and claims that may exist against the Releasees, including those under the ADEA and OWBPA; (ii) You are not waiving or releasing any rights or claims that may arise after the date of the execution of this Agreement and Release; and (iii) the consideration that is being provided to You is of significant value and in addition to what You otherwise would be entitled. You further acknowledge that you received the Attachment A – Jobs, Titles and Ages of Employees Affected and Unaffected by Layoffs. The Bank hereby encourages you to show and discuss this Agreement and Release with your attorney before signing it and that, to the extent you wished to do so, you have done so. If you executed this Agreement and Release before the end of the 45-day period, such early execution was completely voluntary, and you had reasonable and ample time in which to review this Agreement and Release. You acknowledge that you have, in fact, carefully reviewed this Agreement and Release; and that you are entering into it voluntarily and of your own free will.

b. For a period of seven (7) days after you sign this Agreement and Release, you have the right to revoke it by providing notice in writing to: Toni-Ann Sforza, Executive Vice President, Director of Human Resources, Amalgamated Bank, 275 Seventh Avenue, New York, New York 10001, by hand delivery, via overnight courier, or email to toni-



annsforza@AmalgamatedBank.com. This Agreement and Release will not become effective and enforceable until after the expiration of the seven-day revocation period.

c. You understand that your acceptance of the Separation Payment at any time more than seven days after you sign this Agreement and Release confirms that you did not revoke your assent to this Agreement and Release and, therefore, that it is effective and enforceable.

d. The Bank will only accept a copy of this Agreement and Release signed after October 2, 2017.

14. If, at any time after the date of the execution of this Agreement and Release, any provision of this Agreement and Release shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement and Release; provided, however, that if paragraph 5 is held to be illegal, void or unenforceable, you agree to promptly execute a valid general release and waiver in favor of the Releasees.

15. This Agreement and Release contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, except that any existing obligations you have under the Bank's Code of Ethics (including, without limitation, the non-solicitation provisions of Section 6.24 and (C) thereof) and the Customer Privacy Code of Conduct shall remain in full force and effect; provided, however, nothing herein shall be construed as a restrictive covenant that would prevent you from working in the banking industry and you may feel free to contact customers and prospects, with whom you already had a relationship prior to termination, to service, solicit and maintain. This Agreement and Release may not be changed orally, and no modification, amendment or waiver of any of the provisions contained in this Agreement and Release, nor any future representation, promise or condition in connection with the subject matter hereof, shall be binding upon any party unless made in writing and signed by such party.

16. You may not assign any of your rights or obligations under this Agreement and Release. This Agreement and Release shall be binding upon and inure to the benefit of the Bank's successors and assigns. Without limiting the foregoing, the Bank may assign its rights and delegate its duties hereunder in whole or in part to any affiliate of the Bank or to any transferee of all or a portion of the assets or business to which this Agreement and Release relates.

17. This Agreement and Release is governed by the laws of the State of New York, without regard to its conflict of laws provisions.

18. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format



(PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

If this Agreement and Release is acceptable to you, please indicate your agreement by signing and dating the enclosed copy and returning it in the enclosed envelope.

Sincerely,

A handwritten signature in black ink, appearing to read "Toni-Ann Storza", written over the printed name.

Toni-Ann Storza
Executive Vice President
Director of Human Resources



READ THIS AGREEMENT AND RELEASE AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT; IT HAS IMPORTANT LEGAL CONSEQUENCES AND INCLUDES A RELEASE AND WAIVER OF KNOWN AND UNKNOWN CLAIMS. CONSULT YOUR ATTORNEY BEFORE SIGNING IT.

I acknowledge that I have read this Agreement and Release and that I understand and voluntarily accept its terms.

THIS IS A LEGALLY ENFORCEABLE DOCUMENT.

Accepted and Agreed to:

Print Name: Duane Crisco

Signature: [Signature] 11/7/17
Date

STATE OF ^{CT}~~NEW YORK~~)
) ss.:
COUNTY OF New Haven)

On this 7th day of November, 2017, before me personally came Duane Crisco to me known and known to me to be the person described herein and who executed the foregoing Agreement and Release, and (s)he duly acknowledged to me that (s)he executed the same.

[Signature] 11/7/17
Notary Public

ERIC G. BROWN
Notary Public
State of Connecticut
My Commission Expires 06-30-2021



ATTACHMENT A

JOB TITLES AND AGES OF EMPLOYEES AFFECTED AND UNAFFECTED BY LAYOFFS

Pursuant to the requirements of the Older Workers Benefit Protection Act, this is to provide you with the following information in connection with your consideration of this Agreement and Release. Due to a need to better align the financial interests of the Bank, positions at the Executive Vice President level (the "Decisional Unit") will be eliminated. The positions in the Decisional Unit will be eliminated based on the following factors: reducing operating costs, eliminating overlapping and/or unnecessary functions and the operational needs of the Bank.

Employees in the Decisional Unit who are being laid off are being offered severance pay if they sign and return a waiver of claims. Those employees laid off in this reduction in force who agree to be bound by the attached Agreement and Release have 45 days to review the Agreement and Release. If the Agreement and Release is signed, employees have 7 days to revoke their acceptance of the Agreement and Release.

The following is a list of the ages and job classifications of employees who are included in the reduction in force and are being laid off and offered severance pay as set forth above as consideration for the release.

Job Title of Employees Selected for Termination in the Decisional Unit	Age of Employees Selected	Job Titles of Employees Not Selected for Termination in Decisional Unit	Age of Employees Not Selected
EVP, Chief Lending Officer	57	EVP, General Counsel	57
EVP, Chief Trust Officer	55	EVP, Director of Bank Operations	45
EVP, New Business Initiatives	33	EVP, Treasurer	50
		EVP, Chief Credit Risk Officer	67
		SEVP, Chief Financial Officer	43
		EVP, Chief Audit Executive	57
		SEVP, Consumer Banking & COO	55
		EVP, Chief Marketing Officer	57
		EVP, Chief Information Officer	40
		EVP, Chief Risk Officer	38
		EVP, Director of Human Resources	29
		EVP, Director of Business Development	36

EXHIBIT 10.5 TO FORM 10

Collective Bargaining Agreement with OPEIU, Local 153, AFL-CIO, dated July 1, 2015

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMALGAMATED BANK

AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,

LOCAL 153, AFL-CIO

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Absence Ladder of Discipline.....	D
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AGREEMENT entered into this 1st day of July 2015, between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO**, hereinafter referred to as the "**UNION**" and the **AMALGAMATED BANK**, hereinafter referred to as the "**EMPLOYER**" or "**BANK**". Members of the "**UNION**" are hereinafter referred to as "**EMPLOYEES**".

WITNESSETH:

WHEREAS, the parties hereto desire to continue harmonious relations and clearly defined mutual obligations, stipulate and agree as follows:

ARTICLE I:
RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for office and clerical employees, at all current locations owned and operated by the Bank in the United States, exclusive of supervisory employees with authority to perform one or more of the following functions: hire, transfer, suspend, layoff, recall, promote, discharge or discipline other employees or effectively to recommend such actions. This Agreement is not to include the positions of human resources staff, senior management secretaries, as well as any other position agreed to by the Employer and the Union. Everyone who is in the Union currently in these positions of Administrative Assistant will remain as is and be grandfathered. If anyone leaves these positions of Administrative Assistant for reasons of resignation, transfers or termination for cause, the Bank along with the Union will evaluate these positions to determine if they will remain in the Union or become an Executive Assistant. At all future locations owned and operated by the Bank in the United States, the Bank agrees to remain neutral and recognize the Union as the representative of all non-excluded classifications referenced herein in an appropriate unit if a majority of the employees at such future location(s) have authorized the Union to

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represent them. At any location owned and operated by the Bank within thirty (30) miles of a current location, the Bank agrees to not oppose an accretion to the unit recognized in this Agreement. At all other future locations, the Bank and the Union agree to negotiate a new collective bargaining agreement with terms and conditions of employment appropriate to such location(s).

ARTICLE II:
UNION SECURITY

(a) The Employer shall require that every employee who is covered by this Agreement as a condition of employment become and remain a member in good standing of the Union during his/her term of employment. Newly hired employees shall become and remain members of the Union within thirty-one (31) calendar days of the date of becoming an employee. The foregoing shall become operative in accordance with applicable law. Good standing is defined as payment of regular monthly dues.

(b) The Bank will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not in good standing in the Union as required by the preceding paragraph.

(c) The jurisdiction of the Union shall be all work or work functions normally or currently performed by employees covered by this Agreement and any new or additional work requiring the same or similar skills for which employees covered by this Agreement currently are employed, notwithstanding the introduction of use of any new or automated system, process, or mechanized or automated equipment which may alter or modify the method or skill. This jurisdiction of the Union shall extend to any employees engaged in new or additional work, which may be performed. Nothing contained in this paragraph shall prevent any officer from doing clerical work at the discretion of Management so long as the employment of these officers

in clerical work does not result directly or indirectly in the discharge or layoff of any Union members now or hereinafter employed. The Employer agrees that when new equipment or systems are introduced, Employees whose jobs relate to the new systems or equipment will be given the opportunity to be trained on such equipment or systems whenever feasible.

(d) The Bank agrees to provide the Union on the 15th day of the month a list of all bargaining unit employees hired the previous calendar month, including address, date of hire and salary. The Bank will also notify the Union monthly, with copies to the Chief Steward, of all new hires, leaves of absence, terminations, promotions, demotions, transfers and temporary employees assigned to perform bargaining unit work.

(e) The Chief Steward or his/her designee will be permitted to meet with new employees at the conclusion of orientation at Corporate Headquarters. The local steward will be permitted to meet with new employees at the conclusion of orientation conducted at a location other than Corporate Headquarters.

ARTICLE III: PROBATION

All new Employees are required to work on probation for a period of ninety (90) calendar days with an additional thirty (30) calendar days if requested by Management. The Bank will notify the Chief Steward orally and follow the notice with written documentation. Such Employees shall be entitled to all rights and privileges of the Agreement except as provided for in *ARTICLES XII, XIII, XV, XVI, XVII, XVIII, XIX, XX, XXVI, XXVII, XXXI AND XXXII*.

ARTICLE IV:
TEMPORARIES

After twelve (12) weeks, (420 hours), positions staffed with temporary workers must be offered to full-time/part-time bargaining unit Employees, eliminated, or extended upon approval by the Union. If the Bank has been unable to fill a position internally and a temporary worker is currently in the open position, then a temporary worker, if qualified, may be offered full-time employment after the twelve (12) week period (420 hours). In the monthly report to the Union of temporary workers referenced in *ARTICLE II, Section (d,)* the Employer will provide the temporary worker's name, position filled, time in position and current status of position.

ARTICLE V:
DUES CHECK-OFF

(a) The Employer agrees to deduct Union dues and initiation fees from the wages of each Employee bi-weekly. Dues and initiation fees will become due and payable according to the following schedule: For persons hired before the 23rd day of the month, dues shall become payable the following month. For persons hired on or after the 23rd of the month, dues shall become payable the second following month. The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would insure receipt of said monies at the Union office prior to the 10th day of the month following such deductions.

The Employer agrees, where practical, to deduct unpaid Union dues and initiation fees from the final paycheck of any eligible Employee. Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by Management in the month following the month in which Management receives written notice of change from the Union.

(b) The Employer shall deduct from the wages of any Employee who submits a voluntary authorization card, an amount designated by such Employee for OPEIU "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU, Local 153, AFL-CIO monthly, by payable check to "Voice of the Electorate" along with a listing of persons who donated such monies.

(c) The Union agrees to file an initiation fee and dues deduction assignment form with the Employer for each Employee, and executed by such Employee, prior to such deductions. The Bank will not be responsible for the collection of dues that are uncollected as a result of the shop steward's failure to submit a dues assignment card in time to allow for the first scheduled deduction.

(d) Nothing contained in this paragraph is intended to create a liability for the Bank with respect to collection, commencement, or adjustment of dues.

ARTICLE VI:
NON-DISCRIMINATION

(a) No Employee is to suffer any reduction in wages if used in any other capacity at the Bank's request.

(b) No clause in the Agreement is understood to imply a lowering of working conditions heretofore existing in this office.

(c) Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

(d) Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, religion, creed, national origin, disability, sex, sexual orientation, age, marital status, citizenship status, veteran status genetic information, or gender

identity. The main criterion to be used in granting or denying an individual any position shall be that individual's qualifications to do the job in question (see *ARTICLE XXIV*).

ARTICLE VII:
HOURS

(a) Except for Employees currently working a thirty-five (35) week, Employees shall have a thirty-seven and one half (37.50) hour work week consisting of a maximum of seven and one half hours per day. These hours shall run consecutively from the time designated to commence work, to its completion, with one hour to be allowed for lunch unless other arrangements have been agreed to between the Employer and the Employee.

No Employee shall be required to work more than thirty seven and one half (37.50) hours in a week, except as set forth below: in the event overtime is requested, the Department Head will first ask for volunteers from among those qualified to do the work. Failing to obtain the necessary personnel, the work will be assigned to those qualified Employees. Every effort will be made to "rotate" the assignment of overtime. Employees assigned to work overtime may be excused by Management. All overtime is paid after thirty seven and one half hours (37.50) of actual time worked

(b) The normal workday shall be from 9:00 a.m. to 5:00 p.m., except for Employees where responsibilities require that they regularly work hours other than those herein described as "normal".

(c) Full-time Employees whose normal work starts from 2:00 p.m. on, shall receive a shift differential equal to 15% of earnings for all hours worked.

ARTICLE VIII:
HOLIDAYS

Employees shall be entitled to a whole holiday with pay for any legal holiday on which the Bank is closed to the public. All Part-Time employees will be paid their scheduled hours for a holiday if they are regularly schedule to work on the day the holiday occurs. All branches of the Bank will close doors to customers at 3:00 p.m. on Christmas Eve, Good Friday, and New Year's Eve. All work performed in excess of six (6) hours on these days shall be paid for at the rate of time and one-half the straight time hourly rate. In the event a legal holiday falls on a Saturday, Employees shall receive an alternate day off as agreed to by Management before the end of the calendar year. If an Employee leaves the Bank after a holiday has occurred and prior to using said alternate day off, such an Employee shall be compensated for same.

ARTICLE IX:
PERSONAL DAYS

Personal days shall include, but not be limited to, all religious holidays Employees may observe. Employees' requests to management for specific personal days will be granted whenever possible, subject to operating requirements and seniority within the department.

Personal days are earned at the rate of one (1) day per full calendar month worked to a maximum of five (5) days per year except as stated below. Employees shall earn personal days according to the following:

1. Employees who were employed during the prior calendar year, will be front loaded five (5) days on January 1st of the current calendar year.
2. All other Employees:
 - Hired prior to April 1st, will be front loaded five (5) days after probation.
 - Hired between April 1st and June 30th will be front loaded two (2) days after probation.
 - Hired after June 30th, but prior to August 31st, will be front-loaded one (1) day after probation.
 - Hired after September 1st, earn **NO** Personal days.

- Personal days must be taken during the calendar year for which they are earned and cannot be accumulated.

Upon termination, all employees will be paid out for any unused accrued days.

ARTICLE X **OVERTIME**

Effective September 1, 2013, overtime will be paid after 37 1/2 hours per week. All authorized overtime shall be paid at the rate of time and one-half of the Employee's regular hourly rate of pay. All work performed on holidays will be paid at the rate of double time. All work performed on day six (6) and/or seven (7) of any work week will be paid at the rate of double time. It is understood, however, five (5) days worked in any work week constitutes pay at straight time. Management has the right to designate the regularly scheduled work week. If an Employee is required to work a sixth and seventh day in any work week, there will be four (4) hours of pay guaranteed for reporting to work.

For work performed by Employees whose normal work day commences either on Friday or a holiday eve and extends into the following day, the first seven and a half (7 1/2) hours of their work day shall be at regular time; any time over seven and a half (7 1/2) hours shall be paid at double time.

Overtime is calculated at fifteen (15) minute intervals above the scheduled work hours. After working fifteen (15) minutes past regular working time, for each quarter hour during which at least eight (8) minutes of the fifteen (15) minutes is worked, overtime will be paid for the entire quarter hour. All overtime must be approved by the Employee's Manager.

ARTICLE XI: **MEAL AND TRANSPORTATION ALLOWANCES**

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(a) Employees requested to work more than one and one-half (1 1/2) hours prior to their regular starting time, shall receive six dollars (\$6.00) for breakfast money in addition to the overtime pay provided for in *ARTICLE X*.

(b) Employees shall receive nine dollars (\$9.00) for lunch money in addition to overtime compensation in the event it is requested by the Bank that they forego their lunch period.

(c) Employees required to remain after work more than two (2) hours after their regular work hours, shall receive twelve dollars (\$12.00) supper money in addition to overtime pay provided in *ARTICLE X*.

(d) Employees who work more than two (2) hours overtime and leave after 12:00 midnight and before 6:00 a.m., shall receive at the option of the Employee, a transportation allowance of twenty dollars (\$20.00) taxi fare or car service.

ARTICLE XII: **VACATIONS**

Vacation entitlement shall be computed on a calendar year basis. Employees shall be able to schedule their vacation between January 1st and December 31st of each year subject to operational requirements and management approval within each Department.

For Employees hired during the current calendar year:

- Hired prior to April 1st, two (2) weeks vacation after probation.
- Hired between April 1st through June 30th, one (1) week vacation after probation.
- Hired after June 30th but prior to August 31st, two (2) days vacation after probation.
- Hired after September 1st, **NO** vacation.

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For current employees, (as of January 1st, of the current calendar year) all vacation is front loaded: (see "VACATION DAYS EARNING SCHEDULE" - Exhibit A).

- One year of service: two (2) weeks vacation
- Five years of service: three (3) weeks vacation
- Ten years of service: four (4) weeks vacation
- Twenty years of service: five (5) weeks vacation

Employees who have completed five (5), ten (10) or twenty (20) years of service during the year of their anniversary date, shall be entitled to that additional week of vacation, commencing with the year of their anniversary date.

Employees with five (5) or more years length of service, who are entitled to receive three (3) or more weeks vacation, shall at the discretion of Management, take not more than two (2) weeks of their vacation consecutively. Legal holidays, falling during vacation, shall be compensated by additional days, which days shall be subject to operational requirements.

A vacation schedule shall be circulated in each department in October of each year for the following year's vacation. Employees who have greater than two weeks of vacation entitlement shall select their first two weeks of vacation by seniority. After all employees have selected their first two weeks vacation, the vacation schedule shall be circulated a second time and any vacant time shall be selected by seniority. Subsequent to January 1st, and provided all vacation schedules have been returned to Human Resources, employees may request vacation time on a first come first served basis for time on the schedule which is open and has not been selected by another employee during the open schedule period. Employees may, however switch time by mutual agreement by submitting their change in writing with the written approval of their Manager to Human Resources.

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Any Employee discharged shall receive salary in lieu of earned but unused vacation. Notice of discharge may not be given during vacation or during the two weeks preceding it. Vacation days must be taken during the calendar year for which they are earned and cannot be accumulated except as required by State law. Upon termination all employees will be paid out any unused accrued days.

ARTICLE XIII: DISMISSALS

(a) Employees shall not be dismissed by Management except for just and sufficient cause. An Employee failing to notify the Bank of the reason for his/her absence for three consecutive business days shall be deemed to have abandoned his/her job and may be terminated by Management. Exceptions to this rule, however, may be made by Management in cases of acceptable extenuating circumstances.

(b) The Employer will notify the Union immediately of its decision to discharge any Employee. The Employee shall be given two (2) weeks notice prior to dismissal for a reduction in the workforce only. Any Employee dismissed for reasons other than a reduction in the workforce, for serious misconduct, insubordination, theft, dishonest act, gross violation of policies and procedures or other serious offenses shall not receive prior notice. Any Employee dismissed due to a reduction in the workforce will be assisted in every way possible in getting another position, including two (2) days off each week during the period of notice to look for a new position. Any Employee dismissed for reasons other than a reduction in the workforce, for serious misconduct, insubordination, theft, dishonest act, gross violation of policies and procedures or other serious offenses shall not be given two (2) days off each week to look for a new position. The Employer will not discriminate against or discharge any Employee for his or

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her activities on behalf of the Union. In addition, employees will receive earned time off to include vacation, personal and sick days for the current year.

(c) When an Employee is separated from employment with the Bank through a reduction in force, he/she shall, upon execution of a Binding Release in the form attached hereto as Exhibit J receive, (a) one (1) week of severance paid at the employees base rate of pay for each full year of service to a maximum of twenty (20) weeks and; (b) up to a six (6) months reimbursement of continued medical coverage or until coverage is obtained from another source whichever is sooner. Coverage shall commence the first calendar month following the month of separation.

(d) In the event of a layoff, where the Chief Steward would otherwise be laid off, the Chief Steward shall not be laid off so long as the Chief Steward has equivalent qualifications as the employee who is being laid off in lieu of the Chief Steward. The Union shall certify the name of the Chief Steward to the Employer.

(e) All dismissals must be reviewed by the Director of Human Resources.

ARTICLE XIV: RESIGNATION

The Union agrees that its members will give the Bank two (2) weeks notice before resigning. Notice of resignation may not be given during vacation or during the two (2) weeks preceding it. All accruals for earned vacation, personal and sick days are based upon the 15th day of the month. In order to be paid for sick days taken during the period subsequent to the resignation notice, an employee must provide a physicians note for absences.

ARTICLE XV: PAID ABSENCE/SICK LEAVE

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(a) Effective January 1, 2002 all full time Employees who were hired prior to October 2nd of the previous year and have completed probation as of January 2nd of the current year shall be entitled to ten (10) + one (1) paid absences each calendar year (January 1st through December 31st) for a total of eleven (11) days. The ten (10) + one (1) days are front-loaded as of January 2nd of each year. However, if the eleventh (11th) day is used, the Employee will get paid for it, but will also be subject to the Absence Ladder of Progressive Discipline (Exhibit D). If the Employee does not use the eleventh (11th) sick day, it must be banked at the end of the calendar year and is not subject to item (h) of this *ARTICLE XV*. Any absence incurred during a new Employee's probationary period will count towards the Absence Ladder of Progressive Discipline and the Employee will not be docked. Although paid absence days are front-loaded, they are earned at a rate of one (1) day per complete calendar month of service to a maximum of ten (10) days. Banked sick days may not be used until all current year absence days have been exhausted. (See Exhibit B). Employees starting after October 1st may only bank day(s) earned for that calendar year. Sick leave may be used only for an Employee's illness or for other reasons specified in the Bank's Family and Medical Leave Act policy in *ARTICLE XVII* or as required by federal, state, or local law. A physician's note will be required for absences of three (3) or more consecutive workdays and any absence on a scheduled weekend. An Employee also shall be required to submit to the Employer proof of sickness or illness if the Employer has reason to believe the Employee is abusing this benefit (i.e., pattern of absences, frequency, etc.).

Upon any Employee's separation from the Bank, Pay-Back for absence days unearned but used by the Employee will be pro-rated. Upon termination, all employees will be paid out all accrued unused days.

(b) In the event an Employee's absence exceeds their earned absence days during a calendar year, disciplinary action will result upon the next day of absence from the Bank excluding leave (other than banked sick days) granted under this Agreement. (See Exhibit D "ABSENCE LADDER OF DISCIPLINE".)

An Employee may also back down the "ABSENCE LADDER OF DISCIPLINE" by not being absent for two (2) consecutive complete calendar months. (First day of the month through the last day of the month = 1 complete calendar month), beginning the following calendar month in which the absence occurred. In addition, for each consecutive calendar month thereafter when the Employee has no absences the Employees will go down an additional step on the Ladder of Discipline.

(c) To be paid for banked sick days, a physician's note will be required for absences of three (3) or more consecutive workdays and any absence on a scheduled weekend. An Employee also shall be required to submit to the Employer proof of sickness or illness if the Employer has reason to believe the Employee is abusing this benefit (i.e., pattern of absences, frequency, etc.) However, all Employees will be eligible for a wage continuation program, which is equal to up to $66 \frac{2}{3}$ of their current salary to a maximum of \$450.00 per week.

(d) Since Employees will have used all their front-loaded absence and banked sick days prior to returning from disability, each occurrence thereafter of an absence during the same calendar year will result in disciplinary action ("LADDER OF DISCIPLINE") being resumed. However, in cases of known, documented, injury or serious illness, the Director of Human Resources or designee may exercise discretion to excuse some or all of the absence days of an employee from discipline.

(e) To be paid for banked sick days, absences of three (3) consecutive days duration or longer must be substantiated by the appropriate medical documentation as requested by the Human Resources Department. Medical substantiation may be required at Management's discretion if a pattern of absences (on a Monday, Friday or the day before and/or after a holiday) is detected and if an absence occurs subsequent to an Employee's giving or having been given at least two (2) weeks notice. Medical substantiation is required prior to any payment for banked absence day(s).

(f) Any Employee who works less than four (4) hours and is out sick for the remainder of that day will be charged with a half (1/2) sick day. Any Employee who works four (4) hours or more and is out sick for the remainder of the day will be considered to have worked a full day. Lunchtime shall not be considered time worked for the purpose of calculating the number of hours worked by Employees under this section.

(g) Upon leaving the Bank and immediately collecting a monthly pension benefit, beginning the first (1st) of the following calendar month, Employees are entitled to a payment of up to thirty (30) of their Banked Sick Days.

(h) At the end of each calendar year, each Employee will be given an accounting of his/her unused absence days. Each Employee will have the following options:

1. All unused days may be accrued for use in the event of future illness.
2. One-half of the unused days may be accrued for use in the event of future illness and one-half of the unused absence days may be paid in cash.
3. All unused absence days may be paid in cash by January 31 of the following calendar year (10 days maximum may be paid in cash).

(i) The Disciplinary Action set out in this *ARTICLE* is not subject to the provisions of *ARTICLE XXXI. DISCIPLINE*.

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ARTICLE XVI:
LATENESS

(a) It is the responsibility of all Employees to report to work by their scheduled starting time. There is a ten (10) minute grace period for all morning clock-ins in the Bank's time and attendance system. Each Employee's starting time is established in advance by the Employee's Department Manager and validated by the Bank's time and attendance system. The timesheet will be used as the official Bank record to determine both the number of latenesses and the total aggregate amount of time an Employee is late during the calendar year. There will be no excused latenesses approved by the Department Manager unless an agreement has been made between the Manager and the Employee prior to the work day in which the lateness occurred. Once approval has been given, the Employee's excused lateness shall not be counted toward the Lateness Ladder of Discipline (see Exhibit E). Employees must clock-in and clock-out themselves. No one may clock-in/out for another Employee under any circumstance. A first violation by an Employee clocking-in/out for another Employees timesheet via the Bank's time and attendance system will result in a five (5) day suspension without pay for both the Employee who clocked-in/out on the timesheet and the Employee whose timesheet was punched. The second violation will result in termination for both the Employee who clocked-in/out on the timesheet and the Employee whose timesheet was clocked-in/out on.

(b) All Employees are entitled to a one (1) hour lunch break. An Employee and his or her Manager may mutually agree for the Employee to take a half hour lunch break in exchange for starting the day a half hour later or leaving a half hour earlier than regularly scheduled. A Union Steward shall be present at a meeting with the Employee and his or her Manager when an Employee's schedule is being altered pursuant to this provision. Any Employee who takes more

than one (1) hour for lunch will be considered as late and subject to the lateness Ladder of Progression Discipline, unless an agreement has been made between the Manager and the Employee prior to the lunch break. Calendar year lateness is twenty (20) days. (See Exhibit G)

(c) Any lateness's incurred during the Employee's probationary period will count towards the Lateness Ladder of Progressive Discipline.

(d) Employees shall be disciplined for excessive lateness in accordance with the following schedules:

- EXHIBIT E = "LATENESS LADDER OF DISCIPLINE"
- EXHIBIT F = Aggregate time late during a calendar year.
- EXHIBIT G = More than 20 latenesses during a calendar year.

(e) The Disciplinary Action set out in this *ARTICLE* is not subject to the provision of *ARTICLE XXXI: DISCIPLINE*.

An Employee may also work their way down the "Ladder of Discipline" by having no lateness for two (2) consecutive calendar months, beginning the following calendar month in which the lateness occurred. In addition, for each consecutive calendar month thereafter when the Employee has no lateness the Employee will go down an additional step on the "Ladder of Discipline". The Bank will provide a spreadsheet monthly to the Chief Steward of Employee's placement on the Ladder of Discipline.

This *ARTICLE* may be modified upon mutual agreement between Bank Management and the Union Negotiation Committee.

ARTICLE XVII: UNPAID FAMILY AND MEDICAL LEAVE

(a) In accordance with the Federal Family and Medical Leave Act ("FMLA") and the Bank's FMLA policies, and except as additionally provided below, Employees shall be entitled,

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for each applicable rolling twelve (12) month period, to up to 12 work weeks, in the aggregate, of unpaid leave that meets the qualifying conditions for family and/or medical leave under FMLA. Such leave is referred to in this Agreement as FMLA Leave.

- (b) An Employee is additionally entitled to the following unpaid leave in the event of:
- the birth of the Employee's child (a "Newborn"), or
 - the commencement of an adoption by the Employee of any child (a "Newly Adopted Child") who is either below the minimum age for free public school attendance or a "hard-to-place" or "handicapped" child as those terms are defined by applicable New York State law.

Any Employee with two (2) but less than three (3) years of active service is entitled to unpaid leave of six (6) months to care for a Newborn or Newly Adopted Child ("Child Care Leave"), commencing upon the birth of the Newborn or the commencement of the adoption. Any Employee with three (3) or more years of active service is entitled to one (1) calendar year of Child Care Leave commencing upon the birth of the Newborn or the commencement of the adoption. Where both parents of a Newborn or a Newly Adopted Child are Employees as of the date of the birth of the Newborn or commencement of the adoption of the Newly Adopted Child, the Child Care Leave entitlement for both parents in combination shall be limited to the Child Care Leave entitlement of one of the parents, as provided under this paragraph.

(c) An Employee is additionally entitled to the following unpaid sick leave for FMLA qualifying conditions: Any Employee with two (2) but less than three (3) years of active service is entitled to unpaid sick leave of six (6) months, commencing upon the exhaustion of any sick pay the Employee may have accrued. Any Employee with three (3) or more years of active service is entitled to one (1) calendar year of unpaid sick leave commencing upon the exhaustion of any sick pay the Employee may have accrued.

(d) For purposes of calculating each Employee's annual FMLA Leave, the Employer shall count any sick leave (whether paid or unpaid for FMLA qualifying conditions) (including any disability leave) and/or Child Care Leave taken by an Employee as all or a part of that Employee's annual FMLA Leave entitlement, whenever: (i) such sick leave and/or Child Care Leave meets the qualifying conditions for family and/or medical leave under FMLA and (ii) any portion of the Employee's annual FMLA Leave entitlement is then unused.

However, nothing in this *ARTICLE* shall preclude any Employee from properly taking, or continuing to take, sick leave (including any disability leave) and/or Child Care Leave then accrued and/or owing, if, at the time, the Employee shall have exhausted his or her annual FMLA Leave entitlement.

(e) Child Care Leave and unpaid sick leave as provided, respectively, under paragraphs (b) and (c) of this *ARTICLE* shall be accrued on a calendar-year basis.

(f) Any Employee returning from such Child Care Leave or unpaid sick leave shall notify the Bank at least two (2) weeks in advance of his or her expected date of return. Any such Employee shall be entitled to retain their grade and return to a position at the Bank that is the same pay and total hours with those general increments of pay as may have been granted during his or her leave to other Employees who have been doing similar work. The Employee may be returned to their prior grade and/or position subject to operational need and at the discretion of management.

(g) Seniority will be retained, but not accumulated, during any period such Child Care Leave or unpaid sick leave (exclusive of any disability leave).

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(h) Notwithstanding the aforementioned provisions in sections a,b,c,d,e,f and g, of this *ARTICLE*, the Employee shall not be entitled to greater than twelve (12) months of leave in the aggregate.

(i) However, Employees whose leave extends beyond nine (9) months, will be responsible to pay the health premium from the end of the 9th month to the end of the 12th month.

**ARTICLE XVIII:
OTHER UNPAID LEAVE**

(a) Employees may be granted unpaid leaves of absence for personal reasons for up to three (3) months. The granting of such leave shall be solely at the discretion of the Employer and not subject to the grievance procedure in this Agreement. The Employer shall not unreasonably withhold such approval.

(b) The Employer agrees to grant a leave of absence to one Employee with pay for the purpose of attending Union conferences and conventions. Said leave of absence is to be granted for no more than one (1) week during any calendar year. Said Employee shall be designated by the Union and agrees to provide a minimum of fifteen (15) days notice to the Bank of the date of the Union conference or convention where such leave is requested.

(c) Upon appropriate advance request by the Union, the Employer will grant an unpaid leave of absence, not to exceed one (1) year, to any one of its present Employees to act as a full-time representative of the Union. Such unpaid leave may be extended by agreement of both the Union and the Employer. During such unpaid leave or extension thereof, the Employee shall continue seniority with the same force and effect for all purposes as if he/she had continued to remain in the employ of the Employer.

(d) All of the above provisions of this *ARTICLE* are subject to the approval of the Director of Human Resources.

ARTICLE XIX:
DISABILITY

(a) Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as disabilities caused or contributed to by other medical conditions for any and all purposes in connection with employment by the Bank, including, but not limited to, leave requirements and conditions and disability benefit payments, as provided under this Agreement.

(b) Employees will continue to accrue seniority during disability leaves for purposes of maintaining seniority standing.

ARTICLE XX:
BEREAVEMENT

The Employer agrees to provide a five (5) consecutive paid business day bereavement leave for the death of any Employee's legal immediate family members as identified by the Employee in documentation provided during orientation and status changes. The immediate family shall be defined to include spouse, parents, step-parents, children, step-children, siblings, step-siblings, parents-in-law, step-parent-in-laws, grandparents, step-grandparents, grandchildren, step-grandchildren and domestic partner (refer to attached Exhibit I for eligibility and definition). A two (2) consecutive business day paid bereavement leave shall be allowed for the death of a sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandparent-in-law.

Human Resources may at its discretion require proof of death and proof of relationship to the Employee before allowing payment for such days.

ARTICLE XXI:
HOSPITALIZATION, MEDICAL, DRUG & DENTAL COVERAGE

(a) Effective September 1, 2015, the Employer agrees to provide each Employee covered by this Agreement in accordance with his/her family status, with Hospitalization and Major Medical, Dental Coverage, Drug plan, FSA Plan, HSA Plan (if enrolled in the Bronze Medical plan), Transit Program and Vision Care under the same plan(s) as the Employer provides to its non-Union employees. Hospitalization, Major Medical and Drug Coverage shall commence on the first day of the month following two (2) full calendar months of employment. Dental coverage, FSA plans, HSA plan (if enrolled in the Bronze Medical Plan), and Transit Program shall commence the first day of the month following three (3) full calendar months of employment. Effective January 1, 2016 all coverages will be effective following two (2) full calendar months of employment. Employees covered by this Agreement shall not be required to pay the co-premiums required of non-union employees, but shall be subject to all other plan provisions applicable to non-union employees.

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Employees shall be responsible to pay a portion of premiums according to the following schedule:

Plan	2015 – 2016 Employee bi-weekly contribution Effective September 1, 2015	2016 – 2017 Employee bi-weekly contribution Effective January 1, 2016	2017 – 2018 Employee bi-weekly contribution Effective January 1, 2017
Bronze			
Employee Only	\$13.71	\$15.08	\$16.59
Employee/Family	\$22.85	\$25.13	\$27.64
Silver			
Employee Only	\$15.24	\$16.76	\$18.44
Employee/Family	\$25.39	\$27.93	\$30.72
Gold			
Employee Only	\$17.77	\$19.55	\$25.51
Employee/Family	\$38.08	\$41.89	\$46.08

The Employer will offer a buyout one time per year to Employees who can prove to the Employer and the Union that they have alternative medical coverage in the amount of \$1,500.00, payable in two installments of \$750.00 in six months intervals. If the Employee loses such alternative medical coverage, and provides proof of such to the Employer and the Union, the Employee can rejoin the Employer's medical plan.

(b) The Bank shall retain the right to change insurance carriers, the financial arrangements with the carrier, and plan design so long as the benefits available to Employees is the same as the benefits available to non-union employees of the Bank. Prior to implementing any substantial change, the Employer agrees to meet with the Union to discuss such changes.

(c) The Bank shall pay to each retiree who had been receiving retiree medical benefits under the Bank's Plan and retired prior to June 27, 2011, a one time lump sum payment of \$1,000.00.

(d) The Employer agrees to (i) reimburse an Employee up to \$125.00 per calendar year for vision services for the Employee and/or eligible dependents performed by a vision care provider upon production of a receipt to Human Resources), or (ii) provide one (1) voucher for General Vision Service per calendar year that can be used by the Employee and/or eligible dependent.

ARTICLE XXII:
TERM LIFE INSURANCE

Effective September 1, 2015 employees on the first day of the month following three (3) full months of employment, shall receive Life Insurance in an amount equal to two times their annual base salary to a maximum of \$400,000 rounded to the nearest \$1,000 and one half times their annual base salary to a maximum of \$40,000 rounded to the nearest highest \$500.00. The amount of the Insurance shall be adjusted from time to time in accordance with the Employee's salary and plan document. Effective January 1, 2017 employees shall be covered on the first day of the month following two (2) months of employment.

The Employer agrees to pay Life Insurance premiums if an Employee is on total disability and has ten (10) years of service with the Employer.

The schedule of Group Life Insurance shall be effective for all full time Employees on the payroll and for all new full time Employees after completion of the probationary period.

ARTICLE XXIII:
JOB CLASSIFICATIONS

- (a) The job classifications shall consist of six (6) grades as set forth in Exhibit C.
- (b) All Grades shall have a three (3) month training period.

If an Employee is considered for a promotion and does not satisfactorily pass the probationary period, the Employer shall use good faith efforts to return the Employee to his or

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her former position, or to a similar position in that grade if his or her former position is no longer available. If his or her former position or a similar position in that grade is not available, the Employer may separate the Employee from employment with the Bank and the Employee shall receive severance pursuant to the requirements of *ARTICLE XIII* ("Dismissals"), paragraph (c).

Future considerations for promotion to the same or other positions require the successful completion of a new probationary period. It is understood, however, that when an Employee qualifies, he/she shall receive, the promotional increase called for in *ARTICLE XXIII*, Section (c). At the end of the probationary period, an Employee's promotion shall be considered final, provided the Employee has successfully completed his/her probation.

(c) When an Employee is promoted to a higher grade, he/she shall receive a five percent (5%) salary increase or the minimum rate for the new position, whichever is greater. When an Employee's promotion will result in a greater than one labor grade increase, he/she shall receive a seven and one half percent (7.5%) salary increase or the minimum rate for the new position, whichever is greater. If an Employee bids on a lower position, the Employee's salary shall be reduced by the same percentage of increase that they received in their prior promotion. If an Employee has only been employed in his or her current position, bids on a lower grade position and is accepted for this position, the Employee's salary shall be reduced by 5% for one (1) labor grade down and 7.5% for two (2) or more labor grades down. This provision shall not apply to an Employee seeking an accommodation from the Employer pursuant to the Americans with Disabilities Act. To assure appropriate, effective training for upgrades, a subcommittee comprised of Union and Management representatives shall be formed.

(d) When new jobs are created, the Bank shall assign them into the appropriate labor grade. The Bank will submit job descriptions for newly created or changed jobs to the Chief

Steward prior to the job being posted and upon request, shall meet with the Union to discuss the new or changed position. If there is agreement as to the grade, the Chief Steward will sign and date the job description and return it to Human Resources. If the Union disagrees with the assigned grade, it may seek relief in accordance with *ARTICLE XXVI*.

(e) Employees requested to do the work of a classification higher than their own for a period of five (5) consecutive days or more, shall receive an increase of five percent (5%) or the minimum rate of the higher classification, whichever is greater, for one (1) salary grade or seven and a half percent (7.5%) of the minimum rate of the higher classification, whichever is greater, for more than one (1) salary grade, for the period of time such higher classification work is performed.

(f) The Employer agrees that management shall not routinely do bargaining unit work.

(g) The Employer is committed to work together with the Union to expand the number of jobs in the bargaining unit.

**ARTICLE XXIV:
PROMOTIONS, UPGRADING & TRANSFERS**

Whenever a new position is created or a vacancy occurs, notice shall be posted for ten (10) working days (excluding Saturday and Sunday) in the Job Posting section of the Bank's time and attendance system. The Employer shall send an e-mail to all employees notifying them that Job Postings will be placed in the Bank's time and attendance system. The Bank will offer training to Employees on how to access the Job Postings in the Bank's time and attendance system. Employees who have one (1) or more years of service in their current Bank position (not including Bank initiated changes) may apply for the position; however, Employees in the affected Department will be given priority consideration. The selection of an Employee from

among the applicants shall be based on the Employee's abilities, qualifications and seniority. If the Bank fails to get a qualified candidate for the vacant position during the first internal posting and outside advertising, the Bank will post the vacancy internally a second time upon notification to the Union. Employees with a minimum of six months in their current Bank position (not including Bank initiated changes) will then be allowed to bid on the vacancy. Employees are prevented from bidding on a job posting for six months from the date of a disciplinary suspension. (See *ARTICLE VI: ON-DISCRIMINATION*). Part-time Tellers with a minimum of three months of employment and have successfully passed probation may bid on full-time intermediate Teller positions.

To assist in the selection of the most qualified applicant for promotion, Human Resources may utilize tests which measure the skills and aptitudes that have a direct bearing on an individual's ability to do the job in question successfully. If an Employee has previously bid for this same position within the prior six (6) months, the Department Manager does not have to interview this internal applicant (unless the Employee can demonstrate they have acquired additional skills necessary for this particular position). If an Employee bids for a position and fails the required tests administered by Human Resources, the Employee must wait six (6) months before he/she can retest and bid for a position which requires the passing of the same test(s), except if the Employee can provide documented evidence of upgraded skills. In the event that two (2) or more applicants' abilities are relatively equal, seniority shall prevail. If a party to the bid is dissatisfied with the outcome, the burden of proof that the decision should be reconsidered is that of the complaining party to management. Lateral and downward bidding are permissible.

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The positions of Head Teller, Sales and Service Representative, Administrative Assistant will be posted for interested Employees to apply. The Employer, however, shall have the choice of selecting an Employee to fill these positions without reference to this procedure.

It is understood that the Bank has the right to transfer Employees between the branches as operating requirements necessitate. This right shall not be exercised in an arbitrary or capricious manner.

**ARTICLE XXV:
PENSION, DISABILITY**

(a) During the period August 1, 2011 through July 31, 2014, or as otherwise extended by a successor collective bargaining agreement, Bank participants shall not earn service credits under the Consolidated Retirement Plan ("Plan") during such period and the Bank's contribution amount shall be reduced as determined by the Plan's actuary to reflect such freeze.

(b) The Bank shall maintain a long-term disability plan.

(c) The Employer agrees to maintain its non-matching 401(k).

**ARTICLE XXVI:
GRIEVANCE AND ARBITRATION**

(a) Any and all disputes concerning the effect, interpretation, application and claims arising out of or relating to the terms of this Agreement, or breach thereof, shall be taken up in the first instance between the parties hereto. A representative of the Union shall have access to the place of business during working hours for the purpose of investigating and settling disputes. The parties agree to the following process as a means of resolution of their disputes:

Step 1 - Oral Step - An employee who believes they have a dispute may request that the Union take up the issue at a Step 1 meeting with the Department Manager not later than thirty (30) calendar days from the date that the evidence giving rise to the dispute was first known to

them. If the parties fail to accomplish a mutually satisfactory resolution within five (5) days of the meeting, the Union will reduce the grievance to writing and submit it to the Human Resources Department.

Step 2 - Written Step - The Director of Human Resources and his or her designee(s), the Chief Steward and the Grievant shall meet within thirty (30) calendar days of receipt of the written grievance from Step 1 and shall make every effort to create a mutually satisfactory resolution. The Director of Human Resources shall respond to the Union in writing or e-mail within thirty (30) calendar days of the meeting at Step 2 to the Chief Steward letting him or her know whether the grievance has been denied.

If the parties fail to accomplish a mutually satisfactory resolution the Union will forward the written grievance to Step 3.

Step 3 Second Written Step - The Director of Human Resources and his or her designee(s), the Chief Steward, the Grievant and the Business Representative shall meet to discuss the dispute, unless mutually determined otherwise, within thirty (30) calendar days of receipt of the Step 2 written response. The Director of Human Resources shall respond in writing to the Business Representative and the Chief Steward within thirty (30) calendar days after the Step 3 meeting.

Mediation – By mutual agreement of the Union and the Employer, the grievance may be put in abeyance so that it may be referred to the Federal Mediation & Conciliation Service (FMCS) for non-binding mediation.

Arbitration - Within thirty (30) calendar days of receipt of the Step 3 response, the Union may submit the matter to an Arbitrator in accordance with the Labor Arbitration Rules of the

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American Arbitration Association and shall simultaneously give notice to the Employer upon filing. The decision of the arbitrator shall be final and binding upon the parties hereto.

The parties may waive in writing any of the time frames in the steps referenced above by mutual agreement.

(b) The parties agree that any and all complaints, disagreements and disputes, and the determination of the respective rights and liabilities of the parties, shall be determined exclusively through the use of arbitration machinery herein above set forth and neither party shall institute any legal action against the other except with respect to the institution and enforcement of the arbitration machinery.

(c) The parties agree that adequate machinery has been established for the settlement of all disputes between them arising out of this Agreement. They, therefore, agree that the Union, for the duration of this Agreement, shall not strike or interfere with the orderly conduct of the Employer's business, nor shall the Employer during the term of this Agreement initiate a lockout.

(d) A grievance must be filed within thirty (30) calendar days of the action grieved or it is deemed to be waived except in the case of discharge. A grievance for discharge must be filed within ten (10) working days of occurrence or it is deemed to be waived.

ARTICLE XXVII:
SENIORITY AND LAY-OFF

(a) The length of service in a bargaining unit position of the Employee with the Employer shall determine the seniority status of the Employee.

(b) In the event of a lay-off, a rehiring emailing/mailling list shall be established and the laid-off Employees shall remain on such a list for a period of one (1) year. Recall shall be

governed by seniority and ability to do the job. The list shall have been exhausted or a year shall have elapsed prior to hiring from outside sources.

**ARTICLE XXVIII:
REPORTING ABSENCES**

An Employee who is absent from work must call in each day, no later than thirty (30) minutes after his/her scheduled starting time, unless he/she is on a documented disability or a doctor approved extended leave. Notification shall be to either the Employee's Manager or Supervisor.

**ARTICLE XXIX:
PART TIME EMPLOYEES**

Part-time Employees, scheduled to work twenty-one (21) or more hours per week are to become members of the Union and are entitled to certain benefits received by full-time Employees on a pro-rated basis, as follows: Paid vacation and personal days, paid at five (5) hours per day); Hospitalization for Employees only; Medical for Employees only; Dental for Employees only; Optical for Employees only; paid sick leave of five (5) days per year, paid at five hours per day, (subject to provisions of *ARTICLE XV, Section (a)*; Retirement Plan eligibility determined by requirements of applicable State and Federal Laws. At such time as a part-time Employee becomes a full-time Employee, he/she shall be credited with full-time seniority of one week for each thirty-seven and a half (37.5) hours worked as a part-time Employee.

**ARTICLE XXX:
TUITION**

Amalgamated Bank provides a tuition reimbursement program for all satisfactorily performing full-time and participating part-time Employees, with at least one year of continuous service with the Bank. If properly approved, the Bank will reimburse certain tuition costs upon

successful completion of the course. The administration of the program and all final decisions regarding the eligibility of Employees is under the authority of the Director of Human Resources.

- All full and participating part-time Employees having completed one year of continuous service, prior to beginning any reimbursable course, are eligible to participate in the program.
- Courses may be taken only at accredited Colleges and Universities.
- All courses must be bank/job related.
- After successful completion of an approved course with a grade of C or better, an Employee is eligible for reimbursement as follows:

Reimbursement	
Percent	
<u>Grade</u>	<u>For Tuition/Books</u>
A	100%
B	75%
C	50%
Successful Pass/Fail Courses	75%

- Books will be reimbursed as per the above schedule with payment not to exceed \$200.00 per course.
- Participating part-time Employees will be reimbursed for both tuition and books on a prorated basis as determined by their weekly scheduled hours.
- Graduate level courses are not covered under the program unless specifically required by Senior Management.

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- Tuition reimbursement forms must be approved by the Department Head and Human Resources two weeks prior to the first class session, as a condition for reimbursement under the program.
- Employees are responsible for the initial payment of all tuition costs and will be reimbursed only after successfully completing the course. The cost of the courses, as well as fees, are considered as tuition costs. The Bank will calculate the cost of courses at the same rate the College/University charges for one individual credit hour.
- An Employee must be on the Bank's payroll upon successful completion of the course to be eligible for reimbursement.
- Reimbursements will not exceed \$5,250 per calendar year

ARTICLE XXXI: DISCIPLINE

The parties agree to the following progressive disciplinary procedure:

- Oral warning
- Written warning
- Two (2) day suspension without pay
- Five (5) day suspension without pay
- Termination of employment

If an Employee reaches five (5) years without receiving discipline, he or she may go back a step in progressive discipline.

It is understood that the Bank shall not be required to follow this procedure in cases of, serious misconduct, insubordination, theft, dishonest act, gross violation of policies and procedures or other serious offenses.

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In situations where *ARTICLES XV* and *XVI* apply, and where the department manager can provide evidence to Human Resources that an immediate suspension of an employee eligible for discipline would cause a staffing crisis, the employee may be suspended up to two weeks from the date of the disciplinary notice from Human Resources.

**ARTICLE XXXII:
WAGE INCREASES**

- (a) Effective July 1, 2015, Employees shall receive a 3% wage increase.
- (b) Effective July 1, 2016, Employees shall receive a 3% wage increase.
- (c) Effective July 1, 2017, Employees shall receive a 3% wage increase.

Part-time Employees shall receive the same percentage increase to their hourly or daily rates of pay.

**ARTICLE XXXIII:
MISCELLANEOUS**

(a) Shop Stewards shall be permitted to meet once each month for 3 1/2 hours on Bank time to discuss grievances or other Union matters. Said 3 1/2 hours is to include travel time, and to this a non-paid lunch hour may be added. The number of Stewards attending these meetings will be limited to no more than eight (8) including the Chief Steward. The Bank shall provide suitable meeting room space for this purpose.

(b) The Employer agrees to implement a transit check program, which will enable Employees to purchase transit fare with pre-tax dollars during the term of Agreement. The Employer agrees to continue a Qualified Transportation Reimbursement program through the term of this Agreement which will enable Employees to purchase transit fare with pre-tax dollars.

**ARTICLE XXXIV:
TERMINATION & RENEWAL OF AGREEMENT**

(a) This Agreement shall commence on July 1, 2015 and terminate as of June 30, 2018.

(b) This Agreement, except as provided for above, shall continue from year to year until terminated by either party giving to the other, written notice of termination by certified mail, sixty (60) days prior to the date of expiration. Notice shall be deemed to have been given on the date of mailing.

(c) In the event either party desires to modify but not cancel this Agreement, it shall submit written notice by certified mail to the other parties business office sixty (60) days prior to the anniversary date of any year, and the other party shall, within ten (10) days after receipt of such notice, request a conference in respect thereto. No modifications shall take effect unless mutually agreed upon in writing.

**ARTICLE XXXV:
MANAGEMENT RIGHTS**

The Employer retains the exclusive right to manage its business except as specifically limited by the provisions of this Agreement.

**ARTICLE XXXVI:
SUCCESSOR CLAUSE**

In the event the Employer by merger, consolidation, sale of assets, lease, franchise or other means, enters into an agreement with another individual or private enterprise which will operate a portion, but less than whole, of the Bank and which affects the existing appropriate collective bargaining unit, then the Employer agrees it has an affirmative duty to notify such enterprise or individual about the terms of this collective bargaining agreement and request that such enterprise or individual meet with and recognize the Union. The Employer agrees it shall

notify the Union no later than 48 hours after entering into any such agreement with any such enterprise or individual. The Employer agrees to engage in effects bargaining with the Union.

In the event the Employer by merger, consolidation, sale of assets, lease, franchise or other means, enters into an agreement with another individual or private enterprise which will operate the Bank in whole, then such successor, enterprise or individual and the Union, shall be bound by each and every provision in this Agreement. The Employer has the affirmative duty to call this provision of the Agreement to the attention of any enterprise or individual with which it seeks to make such an agreement.

60-19-15

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers as of the day herein first above written.

AMALGAMATED BANK

BY: 

Keith Mestrich
President and Chief
Executive Officer

BY: 

Toni-Ann Storza
Senior Vice President
Director of Human Resources



Toni-Ann M. Storza
Senior Vice President
Director of Human Resources

OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 153, AFL-CIO

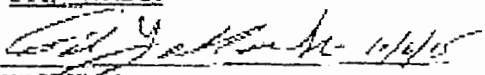
BY: 

Richard Lanigan
Secretary-Treasurer

BY: 

Seth Goldstein
Business Representative

STEWARDS:


Gil Yelimech

Chief Steward


Robin Livingston

Steward


Branda Medard

Steward


Kelan Simpson

Steward


Grantley Warner

Steward

EXHIBIT A

VACATION DAYS EARNING SCHEDULE

	<u>Entitled to 2 Weeks Vacation</u>	<u>Entitled to 3 Weeks Vacation</u>	<u>Entitled to 4 Weeks Vacation</u>
JAN	2 Days Earned	2 Days Earned	2 Days Earned
FEB	2 Days Earned	2 Days Earned	2 Days Earned
MAR	2 Days Earned	2 Days Earned	2 Days Earned
APR	2 Days Earned	2 Days Earned	2 Days Earned
MAY	2 Days Earned	2 Days Earned	2 Days Earned
JUN	All Days Earned	1 Day Earned	2 Days Earned
JUL	All Days Earned	1 Day Earned	2 Days Earned
AUG	All Days Earned	1 Day Earned	2 Days Earned
SEP	All Days Earned	1 Day Earned	2 Days Earned
OCT	All Days Earned	1 Day Earned	2 Days Earned
NOV	All Days Earned	All Days Earned	All Days Earned
DEC	All Days Earned	All Days Earned	All Days Earned

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10-19-15

EXHIBIT B
Effective January 1, 2007
ABSENCE DAYS EARNING SCHEDULE

(FOR NEW HIRES ONLY)

Schedule of when earned absence days go on the books

*** 2007**

*** 2008**

												<i>Must</i>				
												<i>Be</i>				
	<i>1-Feb</i>	<i>1-Mar</i>	<i>1-Apr</i>	<i>1-May</i>	<i>1-Jun</i>	<i>1-Jul</i>	<i>1-Aug</i>	<i>1-Sep</i>	<i>1-Oct</i>	<i>1-Nov</i>	<i>1-Dec</i>	<i>Banked</i>	<i>1/1/08</i>	<i>2/1/08</i>	<i>3/1/08</i>	<i>4/1/08</i>
Hired																
1/2-2/1				3 + 1	1	1	1	1	1	1	1		10 + 1			
2/2-3/1					3 + 1	1	1	1	1	1	1	2	10 + 1			
3/2-4/1						3 + 1	1	1	1	1	1	2	10 + 1			
4/2-5/1							3 + 1	1	1	1	1	2	10 + 1			
5/2-6/1								3 + 1	1	1	1	2	10 + 1			
6/2-7/1									3 + 1	1	1	2	10 + 1			
7/2-8/1										3 + 1	1	2	10 + 1			
8/2-9/1											3 + 1	2	10 + 1			
9/2-10/1												4	10 + 1			
10/2-11/1												3		10 + 1		
11/2-12/1												2			10 + 1	
12/2-12/31																10 + 1

*2007 & 2008 used for illustration purposes.

kl
10-19-15

EXHIBIT C

(Effective August 1, 2015)

GRADES AND SALARY RANGES*

<u>Grade</u> <u>Hourly</u>	<u>Minimum</u> <u>Annual</u>	<u>Hourly</u>	<u>Midpoint</u> <u>Annual</u>	<u>Hourly</u>	<u>Maximum</u> <u>Annual</u>	
7	29,250	15.00	33,000	17.53	39,000	20.72
8	30,000	15.93	36,000	19.12	42,000	22.31
9	33,000	17.53	41,000	21.78	48,000	25.50
10	36,000	19.12	44,000	23.37	52,000	27.62
11	38,000	20.19	47,000	24.96	56,000	29.75
12	40,000	21.25	50,000	26.56	60,000	31.87

***The Bank reserves the right to increase the minimums and maximums of the salary ranges at its discretion.**

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10-12-15

EXHIBIT D

ABSENCE LADDER OF DISCIPLINE

ACTION TAKEN UPON RETURN TO WORK IF ALL EARNED ABSENCE DAYS HAVE BEEN TAKEN

		<u>Number of Occurrences</u>					
		<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
<u># of Absences</u>							
1	V						
2	V	W					
3	V	W	S				V = Verbal
4	V	W	S	SS			W = Written
5	V	W	S	SS	T		
6	V	W	S	SS	T		S = 1st Suspension (2 Days)
7	V	W	S	SS	T		SS = 2nd Suspension (5 Days)
8	V	W	S	SS	T		
9	V	W	S	SS	T		T = Termination
10	V	W	S	SS	T		

NOTE: One (1) Occurrence to be forgiven after "SS" for each completed five (5) years of service.

10-19-15

EXHIBIT E

LATENESS LADDER OF DISCIPLINE

Step # 1: Verbal Warning

Step # 2: Written Warning

Step # 3: 1st Suspension (2 days without pay)

Step # 4: 2nd Suspension (5 days without pay)

Step # 5: Termination

NOTE:

For each completed five (5) years of service, Step # 5 will be delayed once.

Each five (5) year of service delay may be applied to either Lateness or Absence disciplinary action, but not both.

After taking a five (5) year service delay Employees must complete two (2) additional years of service, before taking another five (5) year service delay.

In taking any (all) service delay(s) of Termination (Step # 5), Employees will be penalized with Step # 4: 2nd Suspension (five [5] days without pay).

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10-19-15

EXHIBIT F

AGGREGATE LATENESS TIME

When an employee's total accumulated lateness time during a calendar year exceeds four (4) hours:

- If the employee is not on the "Lateness Ladder of Discipline", then Step #1: (Verbal Warning) will be administered.
- If the employee is on the "Lateness Ladder of Discipline", then the next Step on the "LLOD" will be administered.

Each additional lateness during the calendar year will result in disciplinary action being taken on the "LLOD" as specified in Exhibit E.

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10-19-15

EXHIBIT G

CALENDAR YEAR LATENESS

When an employee is late more than twenty (20) times in a calendar year:

- If the employee is not on the "LLOD", then Step # 1: (Verbal Warning) will be administered.
- If the employee is on the "LLOD", then the next Step on the "LLOD" will be administered.

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10-19-15

EXHIBIT H

NEW EMPLOYEE PROGRESS REPORT

Employee Name: «EmployeeName»

Title/Grade: «TitleGrade»

Department: «Dept»

First Day in Position: «FirstDay»

Type of Report (Check One):

New Employee ()

New Position ()

PLEASE RATE PROGRESS OF EMPLOYEE ON EACH FACTOR USING THE NUMBERS THAT APPEAR BELOW:

1 – Excellent 2- Exceeds Expectations 3 – Meets Expectations 4 – Meets Some Expectations 5 - Does Not Meet Expectations

	1 st Report «FirstDueDate»	2 nd Report «SecondDate»	3 rd Report «ThirdDueDate»
<u>QUALITY</u> Accuracy, neatness and completeness of work assignment.			
<u>QUANTITY</u> Output of work, considering newness of assignment.			
<u>JOB KNOWLEDGE</u> Ability to learn, grasp concepts essential to the work, follow instructions, and apply knowledge. Extent to which employee is familiar with all aspects of and possess skills necessary to do the job and related work.			
<u>INITIATIVE</u> Ability to work independently with a minimum of supervision and takes action beyond what is called for.			

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10-19-15

<u>COOPERATION</u>			
Ability to work well with co-workers, supervisors, customers, etc.			
<u>SUITABILITY</u>			
Are attitude, personality and temperament appropriate for this kind of work? (Does the person match the job?)			
<u>COMMUNICATION SKILLS</u>			
Effective in expressing thoughts and ideas both verbally and written. Effectiveness in listening to others should also be considered as well as follow-up on work assignments.			
<u>INTERPERSONAL SKILLS</u>			
Effectively interacts with others on all levels throughout the organization as well as skill in dealing with others outside of the organization.			
<u>ATTENDANCE</u>			
Number of days absent.			
<u>PUNCTUALITY</u>			
Number of days late.			

DO YOU RECOMMEND THAT
EMPLOYMENT CONTINUES?

(over)

10-19-11

INSTRUCTIONS:

- Complete each report, discussing employee's progress with him/her.
- Return report to Human Resources no later than dates indicated on form.

Report #1: Employee's signature: _____ Date: _____
Manager's signature: _____ Date: _____
Dept. Head signature: _____ Date: _____

Employee Comments:

Remarks:

Report #2: Employee's signature: _____ Date: _____
Manager's signature: _____ Date: _____
Dept. Head signature: _____ Date: _____

Employee Comments:

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10-19-15

Remarks:

Report #3: Employee's signature: _____ Date: _____
Manager's signature: _____ Date: _____
Dept. Head signature: _____ Date: _____

Employee Comments:

Remarks:

10-18-18
S-18-18

EXHIBIT I

Definition of Domestic Partner - Bereavement Leave

Domestic Partner as defined below is to be used solely for the purposes of determining bereavement leave available as described in *ARTICLE XX: Bereavement*. A domestic partner will not be considered eligible for any other benefits provided by the employer.

Domestic Partner shall mean (a) any person registered as a domestic partner with any government entity, or (b) anyone living together with another person in the mutual interdependence of a single home who, with the other person, signs a declaration in which they attest.

- (1) They share the same primary, regular and permanent residence and have lived together for the previous six months.
- (2) They have a committed personal relationship with each other that is mutually interdependent.
- (3) They are not married to anyone.
- (4) They are 18 years of age or older.
- (5) They are not related by blood closer than would bar marriage in their state of residence.
- (6) They are each other's sole domestic partner.
- (7) They agree to file a termination of domestic partnership with the Bank within 30 days if any of the facts set out in this definition change; and
- (8) Any prior domestic partnership in which their domestic partner participated with a third party was terminated not less than six months prior to the date of such affidavit.

A domestic partner relationship may be demonstrated by any two of the following types of documentation: (a) a joint mortgage; (b) a joint lease; (c) designation of the domestic partner as beneficiary for life insurance; (d) designation of the domestic partner as primary beneficiary in the employee's will; (e) domestic partnership agreement; (f) powers of attorney for property and/or health care; (g) joint ownership of either a motor vehicle, savings/checking account or credit account; (h) proof of payment of common utility bill.

10-14-15

EXHIBIT J

DATE

NAME

ADDRESS

ADDRESS

Dear NAME:

This letter (the "Agreement and Release") confirms our agreement with regard to your separation from employment with Amalgamated Bank ("Amalgamated Bank" or the "Bank") effective on or about DOT (the "Separation Date"). Our understanding and agreement with respect to your separation is as follows:

1. Your total unconditional compensation, payments and benefits from the Bank shall be as follows (in each case less applicable statutory deductions and authorized withholdings):

1.1. You will receive your final pay through the Separation Date.

1.2. You will be paid for all accrued but unused vacation benefits as of the Separation Date.

1.3. If you currently have Bank medical or dental coverage, you will receive, under separate cover, general information about your rights to elect continuation coverage under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Nothing in this Agreement and Release is intended to impair any of these rights.

2. Provided you agree to and accept the terms of this Agreement and Release and do not timely revoke your acceptance, you shall be eligible for the following benefits:

2.1. You will be paid in a lump sum, within 15 days after this Agreement and Release becomes irrevocable in accordance with paragraph 15, the amount of AMOUNT (\$\$\$\$), less applicable statutory deductions and authorized withholdings (the "Separation Payment"), representing # OF WEEKS (#) weeks' base salary.

2.2. Following the Separation Date, the Bank shall pay to you an amount equal to the premium payments that you pay for yourself (and your family, if applicable) for continuation of health coverage under COBRA, less applicable statutory deductions and authorized withholdings, for up to six (6) months beginning COBRA DATES, or until coverage is obtained from another source, whichever is sooner. You agree to notify the Bank within two (2) business days following the commencement of full-time employment before LAST COBRA MONTH.

2.3. The benefits described in subparagraphs 2(a) and (b) shall be referenced in this Agreement and Release collectively as the "Separation Benefits."

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3. You will cease to actively participate in all Bank benefit plans and programs as of the Separation Date.

4. Other than as set forth in this Agreement and Release, you acknowledge and agree that you are not entitled to and will not receive any additional compensation, payments or benefits of any kind from the Releasees (as that term is defined in subparagraph 6(b)), including, without limitation, any notice or separation payments otherwise due under the Collective Bargaining Agreement or any offer letter, letter of employment or employment agreement you have with the Bank, and that no representations or promises to the contrary have been made to you.

5. The Bank will not contest any lawful application by you to receive unemployment benefits.

6. 6.1. As a condition of the Bank's willingness to enter into this Agreement and Release, and in consideration for the agreements of the Bank contained herein, you hereby release, waive and forever discharge the Releasees from, and hereby acknowledge full accord and satisfaction of, any and all claims, demands, causes of action, and liabilities of any kind whatsoever (upon any legal or equitable theory, whether contractual, common law or statutory, under federal, state or local law or otherwise), whether known or unknown, asserted or unasserted, by reason of any act, omission, transaction, agreement or occurrence that you ever had, now have or hereafter may have against the Releasees up to and including the date of the execution of this Agreement and Release.

Without limiting the generality of the foregoing, you hereby release and forever discharge the Releasees from:

6.1.1. any and all claims relating to or arising from your employment with the Bank, the terms and conditions of that employment, and the termination of that employment;

6.1.2. any and all claims of age discrimination under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, as such laws have been amended;

6.1.3. any and all claims of employment discrimination, harassment or retaliation under any federal, state or local statute or ordinance, public policy or the common law, including, without limitation, any and all claims under Title VII of the Civil Rights Act of 1964, the Civil Rights Acts of 1866 and 1991, the Equal Pay Act, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the Family & Medical Leave Act, the New York State and New York City Human Rights Laws, the New York Labor Law, the New York Worker Adjustment and Retraining Notification Act, the New York Whistleblower Law, the New York Constitution, and as such laws have been amended;

6.1.4. any and all contract claims, claims for bonuses, or claims for severance allowances or entitlements;

6.1.5. any and all claims under the Collective Bargaining Agreement;

6.1.6. any and all claims for employee benefits, including, without limitation, any and all claims under the Employee Retirement Income Security Act of 1974; provided, however, that nothing in this paragraph 6 is intended to release, diminish, or otherwise affect any vested

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monies or other vested benefits to which you may be entitled from, under, or pursuant to any savings or retirement plan of the Bank;

6.1.7. any and all claims for slander, libel, defamation, negligent or intentional infliction of emotional distress, personal injury, prima facie tort, negligence, compensatory or punitive damages, or any other claim for damages or injury of any kind whatsoever; and

6.1.8. any and all claims for monetary recovery, including, without limitation, attorneys' fees, experts' fees, medical fees or expenses, costs and disbursements and the like.

This Agreement and Release is not intended to and does not affect any rights or claims you may have arising after the date this Agreement and Release is executed by you.

6.2. For purposes of this Agreement and Release, the term "Releasees" includes the Bank, its present and former direct and indirect parents, affiliates, divisions, subsidiaries, predecessors, successors and assigns, and their present and former officers, directors, employees, representatives, attorneys and agents, whether acting as agents or in individual capacities, and the Bank's pension and welfare benefit plans (and their respective administrators, fiduciaries, trustees and insurers), whether acting as agents or in individual capacities, and this release shall inure to the benefit of and shall be binding upon and enforceable by all such entities and individuals.

6.3. You agree that you will not recover upon, or otherwise enforce or accept monies or other relief from, any judgment, decision or award upon any claim released by you in paragraph 6 of this Agreement and Release.

7. You have not been told that the Bank or any Releasee will employ you in the future, and you agree that the Bank shall not have any obligation in the future to reemploy you, or enter into any other business arrangement of any kind with you. You further agree that if you do seek reemployment or any other business arrangement with the Bank under which you would receive compensation for services performed by you, a rejection by the Bank of your application or inquiry will not constitute a violation of this Agreement and Release.

8. 8.1. You agree to return to the Bank, on or before the Separation Date, any computer equipment, cell phones, BlackBerry devices or other PDAs, office keys, credit cards, ID and access cards, etc., and any and all original and duplicate copies of your work product and of files, calendars, books, employee handbooks, records, notes, notebooks, manuals, computer disks, diskettes and any other magnetic and other media materials you have in your possession or under your control belonging to the Bank, or containing confidential or proprietary information concerning the Bank, and its officers, directors, employees, consultants, customers or operations. By signing this Agreement and Release, you confirm that you will not retain in your possession or under your control any of the documents or materials described in this subparagraph 8(a), and that you are not entitled to receive the Separation Benefits unless this obligation is fully satisfied.

8.2. You acknowledge that, while employed by the Bank, you had access to and possessed confidential and proprietary information and materials concerning the Bank and its employees that are not publicly available, including, without limitation, professional, technical and administrative manuals, associated forms, processes, and computer systems (including hardware, software, database and information technology systems); other methodologies and systems; marketing, investment and business development plans and strategies; customer and prospect files, lists and materials; financial models; operations; Bank costs, profits, and other financial

information; short- and long-term strategy information; and personnel data and human resource strategies (the "Confidential Information"). You agree that the Bank will be irreparably damaged if you use or disclose Confidential Information. You agree, therefore, never to use or disclose Confidential Information before it has become publicly known, through no fault of your own. You also agree that, if you are ever asked to disclose any Confidential Information, pursuant to legal process or otherwise, you will contact the Bank's General Counsel to seek the Bank's consent prior to any disclosure.

8.3. You agree, upon reasonable notice, to cooperate in any Bank investigation or any litigation, arbitration, or regulatory proceeding in which the Bank is or may become involved, regarding events that occurred during your tenure with the Bank. You agree to make yourself reasonably available to consult with the Bank's representatives, including its counsel, to provide information, and to appear to give testimony. The Bank will reimburse you for reasonable out-of-pocket expenses that you incur in extending such cooperation, so long as you provide written notice of your request for reimbursement and provide satisfactory documentation of the expenses.

8.4. Nothing in this Agreement and Release is intended to or will limit your right to provide truthful and complete information to judicial or administrative, governmental or regulatory authorities, in connection with any investigation involving the Releasees, or any of them.

9. You agree that you will take no action that is intended, or would reasonably be expected, to harm or disparage the Releasees, or any of them, or to impair any of their reputations.

10. 10.1. You agree that you have properly reported all hours you have worked, and that you have been paid all wages, overtime, commissions or other compensation that the Bank should have paid you through the Separation Date.

10.2. You agree that you have received all leave to which you have been entitled, including leave pursuant to the federal Family and Medical Leave Act, and any similar state or local laws, and that you have not been discriminated or retaliated against in any way for requesting or taking such leave.

10.3. You agree that you have no known workplace injuries or occupational diseases.

11. The making of this Agreement and Release is not intended, and shall not be construed, as an admission that the Releasees, or any of them, have violated any federal, state or local law, ordinance or regulation, breached any contract, or committed any wrong whatsoever against you.

12. You agree that, except as provided in the next sentence, the terms and conditions of this Agreement and Release shall be kept in confidence. Unless and until you first obtain written permission from Toni-Ann Sforza, Senior Vice President, Director of Human Resources, Amalgamated Bank, 275 Seventh Avenue, New York, New York 10001, and only to the extent you obtain such permission, you will not knowingly disclose this information to anyone, except: (i) as reasonably necessary to enforce this Agreement and Release; (ii) to your attorneys or bona

fide tax advisors; (iii) to your spouse or domestic partner; (iv) to governmental taxing authorities; or, (v) pursuant to compulsory legal process or a court order.

13. You acknowledge that the Bank has made no promises, commitments or representations to you other than those contained in this Agreement and Release and that you have not relied upon any statement or representation made by the Bank with respect to the basis or effect of this Agreement and Release or otherwise.

14. You acknowledge that in Attachment A to this Agreement and Release, you have been provided with information concerning (i) the group of employees covered by the Separation Program (the "Program"); the applicable time limits governing the Program; (iii) the job titles/classifications and ages of employees selected for the Program; and (iv) the job titles/classifications and ages of employees not selected for the Program.

15. 15.1. You may review and consider this Agreement and Release for a period of 21 days. The Bank hereby encourages you to show and discuss this Agreement and Release with your attorney before signing it and that, to the extent you wished to do so, you have done so. If you executed this Agreement and Release before the end of the 21-day period, such early execution was completely voluntary, and you had reasonable and ample time in which to review this Agreement and Release. You acknowledge that you have, in fact, carefully reviewed this Agreement and Release; and that you are entering into it voluntarily and of your own free will.

15.2. You acknowledge that you are aware of your right to consult with a representative of the Office & Professional Employees International Union, Local 153, AFL-CIO concerning your separation from employment with the Bank and that, to the extent you wished to do so, you have done so.

15.3. For a period of seven days after you sign this Agreement and Release, you have the right to revoke it by providing notice in writing to: Toni-Ann Sforza, Senior Vice President, Director Human Resources, Amalgamated Bank, 275 Seventh Avenue, New York, New York 10001, by hand delivery, or via overnight courier, or email to toni-annsforza@AmalgamatedBank.com. This Agreement and Release will not become effective and enforceable until after the expiration of the seven-day revocation period.

15.4. You understand that your acceptance of the Separation Payment at any time more than seven days after you sign this Agreement and Release confirms that you did not revoke your assent to this Agreement and Release and, therefore, that it is effective and enforceable.

15.5. The Bank will only accept a copy of this Agreement and Release signed after the Separation Date.

16. If, at any time after the date of the execution of this Agreement and Release, any provision of this Agreement and Release shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement and Release; provided, however, that if paragraph 6 is held to be illegal, void or unenforceable, you agree to promptly execute a valid general release and waiver in favor of the Releasees.

10-19-15

17. This Agreement and Release contains the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, except that any existing obligations you have under the Bank's Code of Ethics (including, without limitation, the non-solicitation provisions of Section 6.26(B) and (C) thereof) and the Customer Privacy Code of Conduct shall remain in full force and effect. This Agreement and Release may not be changed orally, and no modification, amendment or waiver of any of the provisions contained in this Agreement and Release, nor any future representation, promise or condition in connection with the subject matter hereof, shall be binding upon any party unless made in writing and signed by such party.

18. You may not assign any of your rights or obligations under this Agreement and Release. This Agreement and Release shall be binding upon and inure to the benefit of the Bank's successors and assigns. Without limiting the foregoing, the Bank may assign its rights and delegate its duties hereunder in whole or in part to any affiliate of the Bank or to any transferee of all or a portion of the assets or business to which this Agreement and Release relates.

19. This Agreement and Release is governed by the laws of the State of New York, without regard to its conflict of laws provisions.

20. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

If this Agreement and Release is acceptable to you, please indicate your agreement by signing and dating the enclosed copy and returning it in the enclosed envelope.

Very truly yours,

Toni-Ann Sforza
Senior Vice President
Director of Human Resources

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READ THIS AGREEMENT AND RELEASE AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT; IT HAS IMPORTANT LEGAL CONSEQUENCES AND INCLUDES A RELEASE AND WAIVER OF KNOWN AND UNKNOWN CLAIMS. CONSULT YOUR ATTORNEY BEFORE SIGNING IT.

I acknowledge that I have read this Agreement and Release and that I understand and voluntarily accept its terms.

THIS IS A LEGALLY ENFORCEABLE DOCUMENT.

Accepted and Agreed to:

Print Name: _____

Signature: _____ Date _____

STATE OF STATE)

) ss.:

COUNTY OF _____)

On this ____ day of _____, 2015, before me personally came _____ to me known and known to me to be the person described herein and who executed the foregoing Agreement and Release, and (s)he duly acknowledged to me that (s)he executed the same.

Notary Public

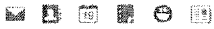
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Sforza, Toni-Ann <Toni-AnnSforza@AmalgamatedBank.com>

Jul 21 at 4:14 PM

To: Seth Goldstein (sgoldstein@opeiu-tristate.org) 'Seth Goldstein'

CC: Weltman, Andrew Miller, Amanda Wilson, Carol

Seth – This e-mail is to confirm that bargaining unit employees who are currently working a 35 hour week will have the opportunity this September to elect a 37.5 hour week. Thank you.

Toni-Ann M. Sforza

Senior Vice President

Director of Human Resources

Amalgamated Bank275 Seventh Avenue, 12th Floor
New York, New York 10001

Direct: 212 895 4354

toni-annsforza@amalgamatedbank.com

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Sd
10-19-15

EXHIBIT 10.6 TO FORM 10

2016 Independent Office Agreement with Local 32BJ

2016 INDEPENDENT OFFICE AGREEMENT

The 2016 Independent Office Agreement (hereinafter "Agreement") between the undersigned EMPLOYER, (hereinafter "Employer") and LOCAL 32BJ, SERVICE EMPLOYEES INTERNATIONAL UNION, (hereinafter "Union"), for the following premises:

Employer: AMALGAMATED BANK OF NEW YORK

Location: 275 7TH AVENUE a/k/a 267-281 7TH AVENUE

Wherein it is mutually agreed as follows:

ARTICLE I – Recognition and Union Status

1. This Agreement shall apply to all classifications of service employees under the jurisdiction of the Union, which is recognized as their exclusive bargaining representative. Article VII of this Agreement shall also apply to employees of cleaning and maintenance contractors who employ employees in any building committed to this Agreement working in any job category covered by this Agreement. The jurisdiction of the Union includes the City of New York, Nassau, Suffolk, Westchester, Putnam, Dutchess, Rockland, Orange and Sullivan Counties, New Jersey, Connecticut, and all other areas that are and may come within the geographical jurisdiction of the Union.

This Agreement shall include a classification for Superintendent in buildings where the Superintendent has been covered by a prior SEIU Local 32BJ collective bargaining agreement and those covered under a former Local 164/RAB Agreement.

Work performed pursuant to the terms of this Agreement shall not be performed by persons not covered by this collective bargaining agreement except as provided in Article VII.

2. There shall be a Union Shop throughout the term of this Agreement and in every building where there was a Union Shop under the 2012 Office Agreement (or other SEIU Local 32BJ collective bargaining agreement). The Union Shop requires membership in the Union by every employee as a condition of employment after the thirtieth (30th) day following employment, or the execution date of this Agreement, whichever is later, or in the case of a newly organized building, after the thirtieth (30th) day following agreement or determination that a majority of the employees are members of the Union or have applied for membership in the Union, and requires that the Union shall not ask or require the Employer to discharge or otherwise discriminate against any employee except in compliance with law. The requirement of membership under this Section or elsewhere in this Agreement is satisfied by the payment of financial obligations of the Union's initiation fees and periodic dues uniformly imposed.

In the event the Union security provision of this Agreement is held to be invalid, unenforceable or of no legal effect generally or with respect to any building because of interpretation or a change of federal or state statute, city ordinance or rule or decision of any government administrative body, agency or subdivision, the permissible Union security clause under such statute, decision or regulation shall be enforceable as a substitute for the Union security clause provided for herein.

3. Upon receipt by the Employer of a letter from the Union's Secretary-Treasurer requesting an employee's discharge because he/she has not met the requirements of this Article, unless the Employer questions the propriety of so doing, the employee shall be discharged within fifteen (15) days of said notice if prior thereto he does not take proper steps to meet said requirements. If the Employer questions the propriety of the discharge, he shall immediately submit the matter to the Arbitrator. If the Arbitrator determines that the employee has not complied with Section 2, he/she shall be discharged within ten (10) days after written notice of the determination has been given to the Employer.

4. The Union will hold the Employer harmless for any liability arising from any discharge asked by the Union pursuant to the provisions of this Article provided the Employer has done nothing to cause or increase its own liability concerning removal of employees.

5. The Employer shall be responsible for unpaid dues or other monies after receipt of notice provided for in this Article and exhaustion of contractual remedies. The Employer's obligation shall begin fifteen (15) days after such notice or if the Employer questions the discharge after the final determination of the Arbitrator.

6. Nothing in this Article shall be construed as an admission that the Employer or his employees are engaged in interstate commerce, in an activity affecting interstate commerce, in the production of goods for interstate commerce, or that the provisions of the Labor-Management Relations Act, as amended, cover any building.

7. The Employer shall on execution of this Agreement furnish to the Union a complete list of the names, Social Security numbers and home addresses of all employees covered by this Agreement, plus their hours of employment, hourly rate of pay and union affiliation. The Employer shall immediately notify the Union in writing of the name, Social Security number, and home address of each new employee engaged by the Employer. The Employer shall also notify the Union, in writing, as soon as a cancellation of an account becomes effective where Union members are employed, and the Employer shall notify the Union when it acquires a new building service job.

8. For the purpose of determining the employees who should be members of the Union and to insure that the terms of this Agreement are being complied with, the Union shall have the right to inspect the Employer's Social Security reports and all payroll and tax records and any other record of employment, and the Employer shall make such records available to the Union upon request therefor. The Union shall have the right to expedited arbitration in the event the Employer fails to comply with this right of inspection. The Health, Pension, Training, Legal and Supplemental Retirement and Savings Fund (SRSF) Funds shall have the same right to inspect as the Union.

9. The Union does hereby authorize the Employer and the Employer does hereby agree to deduct the Union's monthly dues, initiation fees, and all legal assessments from the pay of each employee covered by this Agreement from whom it receives written authorization and will continue to make such deductions while the authorization remains in effect. The Employer hereby agrees to deduct voluntary political contributions based upon authorization signed by the employees in accordance with applicable law. Such deductions will be made from the pay for the first full period worked by each employee following the receipt of authorization, and thereafter will be made the first payday of each month, and forwarded by the Employer to the Union not later than the twentieth (20th) day of each and every current month. Such deductions shall constitute trust funds while in the possession of the Employer. The Union will furnish to the Employer the necessary authorization forms.

If the Employer fails to remit to the Union the dues or other monies deducted in accordance with this section by the twentieth (20th) day, the Employer shall pay interest on such dues or other monies at the rate of one percent per month beginning on the twenty-first day, unless the Employer can demonstrate the delay was for good cause due to circumstances beyond its control. The interest shall not be assessed for an Employer's initial failure to deduct voluntary political contributions until thirty (30) days after the Employer has received written notice from the Union of its failure to deduct.

The Employer shall provide employee information in connection with the transmission of dues, initiation fees, all legal assessments and other deductions required to be transmitted to the Union (collectively, "Deductions"). Deductions from employees' paychecks shall be transmitted to the Union electronically via ACH or wire transfer utilizing the 32BJ self-service portal, unless the Union directs, in writing, that Deductions be remitted by means other than electronic transmittals. The Union shall specify reasonable information to be recorded and/or transmitted by the Employer, as necessary and consistent with this Agreement.

If the Employer is currently transmitting Deductions by ACH, it shall continue to do so. The parties recognize that an Employer who is not currently transmitting Deductions by ACH may need time and/or training to be able to do so. The Union shall provide any necessary training opportunity to the Employer to facilitate electronic transmissions. If the Employer is not currently transmitting Deductions by ACH, it shall commence transmission by ACH no later than September 30, 2016 (the "Transition Period"), provided that any reasonably requested training has been provided by the Union. It is understood that the transition to ACH payment may cause some delays in effecting transmission. During the Transition Period, an Employer who deducts appropriately, but whose transmissions are delayed, shall not be subject to interest or penalties owing to such delays.

If a signatory does not revoke his/her authorization at the end of a year following the date of authorization, or at the end of the current contract, whichever is earlier, it shall be deemed a renewal of authorization, irrevocable for another year, or until the expiration of the next succeeding contract, whichever is earlier.

ARTICLE II – Effective Date and Working Conditions

1. This Agreement shall be effective as of January 1, 2016, except as otherwise provided herein.

2. There shall be no lowering of any standards of working conditions of any employee in the employ of the Employer as a result of this Agreement. All employees enjoying higher wages, higher benefits or better working conditions than provided for herein, either pursuant to a prior collective bargaining agreement or otherwise, shall continue to enjoy at least the same.

A change of schedules or duties, so long as required relief and luncheon periods are reasonably spaced, shall not violate this Section provided the employee and the Union shall be given at least three (3) weeks' advance written notice and such change is reasonable. However, every employee presently working a regular Monday through Friday workweek (and if such employee leaves his job for any reason whatsoever, his replacement) shall receive pay at time and one-half the regular straight-time hourly rate for any work performed by him on a Saturday or Sunday.

3. All employees hired on or after the effective date of this Agreement may be offered and assigned to any cleaning duty in the building, provided that it does not exceed a reasonable day's work.

Office cleaning employees already employed on the effective date of this Agreement may be assigned to any cleaning duty on office floors provided (1) that the Employer give the Union three (3) weeks' written notice of any new assignment except for temporary assignments, and (2) that the Employer shall not assign employees to workloads or work duties requiring unusual physical exertion, strength or dexterity. This provision shall not be applied by the Employer to substantially increase present workloads or to substantially alter duties so as to require the employee to perform more than a reasonable day's work.

If the Union arbitrates a dispute pursuant to this provision, the Employer in such arbitration shall have the burden of showing that only a reasonable day's work as provided above is required of the employee.

ARTICLE III – Management Rights

1. The Union recognizes management's right to direct and control its policies subject to the obligations of this Agreement.

2. Employees will cooperate with management within the obligations of this Agreement to facilitate efficient building operation.

3. Employees shall not be discharged by the Employer except for justifiable cause. If any employee is unjustly discharged, he/she shall be reinstated to his former position without loss of seniority and without salary reduction. The Arbitrator may determine whether, and to what extent, the employee shall be compensated by the Employer for time lost.

4. Any employee who is discharged shall be furnished a written statement of reasons for such discharge no later than five (5) working days after the date of discharge. In appropriate circumstances, the Employer may supplement and/or amend its written statement of the reason(s) for discharge within a reasonable time. Such amended statement shall be substituted for the initial statement without prejudice to the Employer, including in an arbitration.

5. If an employee is removed from a location at the good faith demand of a customer, the Employer may remove the employee from further employment at that location, provided there is a good faith reason to justify such removal, apart from the demand itself. Upon the Union's request, the Employer will advise the Union of information it has relating to the customer's complaint and make reasonable efforts to secure from the customer a written confirmation of the customer's request. Unless the Employer has cause to discharge the employee, the Employer will place the employee in a similar job at another facility within the same county covered by this Agreement (or another SEIU Local 32BJ collective bargaining agreement with equivalent terms), unless the Union and the Employer shall agree to place the employee in a similar job in a different county covered by another SEIU Local 32BJ collective bargaining agreement, without loss of entitlement seniority or reduction in pay or benefits and pay Displacement Pay to such employee equivalent to the Termination Pay Schedule set forth in Article X, Sec. 23(a), but not less than two (2) weeks' pay. In the event an employee is transferred to another building and is not filling a vacant position, the Employer shall seek volunteers on the basis of seniority within the job title. If there are no volunteers, the junior employees shall be selected for transfer and receive the same Displacement Pay and protection afforded to the transferred employee. If an employee is discharged and the matter is grieved by the Union, the Employer at such discharge arbitration must raise the issue of a transfer, pursuant to this Section, at that time.

ARTICLE IV – No Strikes or Lockouts

1. There shall be no work stoppage, strike, lockout or picketing, except as provided in Sections 2 and 3 of this Article. If this provision is violated, the matter may be submitted immediately to the Arbitrator. In the event of an alleged violation of this Article, the Employer or the Union may, by facsimile, request an immediate arbitration. The Office of the Contract Arbitrator

shall schedule a hearing on the alleged violation within twenty-four (24) hours after receipt of said facsimile. The Arbitrator shall issue an award determining whether or not said alleged strike or lockout is in violation of the collective bargaining agreement and award appropriate remedy. This is a procedural provision intended only to bring the arbitration on more quickly.

2. If an Arbitrator's award or a judgment against any Employer is not complied with within three (3) weeks after such award, or notice if such judgment is given pursuant to law, is sent by registered or certified mail to the Employer, at his last known address, the Union may order a stoppage of work, strike or picketing to enforce such award or judgment and it may also compel payment of lost wages to any employee for the period he engaged in such activity. Upon compliance with the award or judgment and payment of lost wages, such activity shall cease.

3. The Union may order a work stoppage, strike or picketing at a building where the Employer has violated Article VII, provided that seventy-two (72) hours written notice is given by hand delivery or facsimile transmission to the Employer of the Union's intention to do so.

4. The Union shall not be held liable for any violation of this Article where it appears that it has taken all reasonable steps to avoid and end the violation.

5. No employee covered by this Agreement shall be required by the Employer to pass lawful picket lines established by any local of Service Employees International Union in an authorized strike (including picket lines established by Local 32BJ in another bargaining unit).

6. The Employer will not do the work of the striking employees if the Union is conducting an authorized strike.

ARTICLE V – Grievance and Arbitration

1. A grievance shall first be taken up directly between the Employer and the Union. Grievances shall be resolved, if possible, within seventy-two (72) hours after they are initiated, and, if not so resolved, shall be promptly submitted to the Office of the Contract Arbitrator.

2. Any grievance, except as otherwise provided herein and except a grievance involving basic wage violations including Pension, Health, Training, Legal and SRSF contributions as set forth in Article X, Section 47, shall be presented to the Employer in writing within one hundred twenty (120) days of its occurrence, except for grievances involving suspension without pay or discharge, which shall be presented within forty-five (45) days, unless the Employer agrees to an extension. The Arbitrator shall have the authority to extend the above time limitations for good cause shown.

Where a failure to compensate overtime work can be unequivocally demonstrated through employer payroll records, the Union may grieve the failure to compensate overtime for the three year period prior to the filing of the grievance.

Any dispute or grievance between the Employer and the Union which cannot be settled directly by them shall be submitted to the Office of the Contract Arbitrator, including issues initiated by the Trustees pursuant to Article X, Section 47. The Office of the Contract Arbitrator shall schedule a hearing within two (2) to fifteen (15) days after either party has served written notice upon the Office of the Contract Arbitrator with copy to the other party of any issue to be submitted. The Arbitrator's oath-taking, and the period and the requirements for service of notice in the form prescribed by statute are hereby waived. Arbitration expenses shall be borne equally by the parties unless otherwise specified herein.

Nothing in this Agreement shall preclude deferral where the National Labor Relations Act provides for deferral.

3. A written award shall be made by the Arbitrator within thirty (30) days after the hearing closes. Upon joint request of both parties, the Arbitrator shall issue a "bench decision" with written award to follow within the required time period. If a written award is not timely rendered, either the Union or the Employer may demand in writing of him/her that the award must be made within ten (10) more days. If no decision is rendered within that time, either the Union or the Employer may notify the Arbitrator of the termination of his/her office as to all issues submitted to him/her in that proceeding. By mutual consent of the Union and Employer, the time of both the hearing and decision may be extended in a particular case. If a Party, after due written notice, defaults in appearing before the Arbitrator, an award may be rendered upon the testimony of the other party. Due written notice means mailing, faxing, or hand delivery to the address specified in the Agreement or in an assumption. No more than one adjournment per party shall be granted by the Arbitrator without consent of the opposing Party.

All Union claims are brought by the Union alone and no individual shall have the right to compromise or settle any claim without the written permission of the Union. Counsel for the Union and the Employer may be present at any grievance procedure meeting.

In the event that the Union appears at arbitration without the grievant, the Arbitrator shall conduct the hearing provided it is not adjourned. The Arbitrator shall decide the case based upon the evidence adduced at the hearing.

4. The procedure herein with respect to matters over which a Contract Arbitrator has jurisdiction shall be the sole and exclusive method for the determination of all such issues, and the Arbitrator shall have the power to award appropriate remedies, the award being final and binding upon the parties and the employee(s) or Employer(s) involved. Nothing herein shall be construed to forbid either party from resorting to court for relief from or to enforce rights under any award.

There is presently an agreement between the Union and the RAB designating the Office of the Contract Arbitrator-Building Service Industry as contract arbitrator for all disputes. It is agreed by the parties hereto that the arbitrators serving in such office shall also serve as contract arbitrators under this Agreement. The arbitrators currently are: John Anner, Stuart Bauchner, Noel Berman, Melissa Biren, Dean Burrell, Howard C. Edelman, Deborah Gaines, Gary Kendellen, Marilyn M. Levine, Randi Lowitt, Ruth Moscovitch, Earl Pfeffer, David Reilly, William Reilly, and William Schecter. Any additional arbitrators designated to serve in the Office of the Contract Arbitrator by the Union and the RAB shall be deemed added to the list of contract arbitrators for this Agreement.

In the event that one or more of the contract arbitrators is terminated at the request of the Union, pursuant to the agreement between the Union and the RAB, such arbitrator(s) shall be automatically deleted as contract arbitrator under this Agreement. In the event that one or more of the contract arbitrators is terminated from the Contract Arbitrator's office at the request of the RAB, pursuant to the agreement between the Union and the RAB, the Employer may, upon thirty (30) days' written notice to the Union, terminate the services of any such arbitrator(s).

5. Should either party fail to abide by an arbitration award within two (2) weeks after such award is sent by registered or certified mail to the parties, either party may, in its sole and absolute discretion, take any action necessary to secure such award including but not limited to suits at law. Should either party bring such suit, it shall be entitled, if it succeeds, to receive from the other party all expenses for counsel fees and court costs. In any proceeding to confirm an award, service may be made by registered or certified mail within or without the State of New York as the case may be.

6. Grievants attending grievances and arbitrations shall be paid their regularly scheduled hours during such attendance. If the Union requires an employee of the building to be a witness at the hearing and the Employer adjourns the hearing, the employee witness shall be paid by the Employer for his regularly scheduled hours during attendance at such hearing. This provision shall be limited to one (1) employee witness.

ARTICLE VI – Sale or Transfer of Building

1. (a) In case of any sale, lease, transfer or assignment of control, occupancy or operation of the premises (hereinafter referred to as "transfer") the Employer shall give the Union two (2) weeks' written notice prior to the effective date thereof; the Employer, be he seller, lessor, transferor, assignor or otherwise, shall, as a condition of the transfer, require the transferee to agree in writing to adopt this Agreement and offer employment to all employees of the Employer. Without in any way limiting the other rights and remedies of the Union, anyone failing to adhere to the foregoing provisions shall pay, in addition to such further damages as may be found by the Arbitrator, six (6) months' pay for the benefit of the employees as liquidated damages to them in addition to any other accrued payments due under this Agreement.

(b) In the event of a transfer of the building at any time during which a subcontract exists for work covered by this Agreement, the transferor shall require the transferee, as a condition of the transfer, to adopt the provisions of this Agreement with respect to the subcontracted work and become bound by the provisions of Article I and VII of this Agreement. In the event that any transferee during the period of subcontracting shall fail to become a party to this Agreement as aforesaid, the Union, in addition to the other remedies provided herein, upon three (3) days oral or written notice to the Employer, may cancel Article IV of this Agreement, and then engage in any stoppage, strike or picketing, without thereby causing a termination of any other provisions of this Agreement, until an agreement is concluded.

(c) Upon the expiration date of this Agreement as set forth in Article VIII, this Agreement shall thereafter continue in full force and effect for an extended period until a successor shall has been executed. During the extended period, all terms and conditions hereof shall be in effect including, subject to the provisions of this paragraph, the provisions of this Article VI, Section 1(a), (b), and (c). During the extended period, the Employer shall negotiate for a successor agreement retroactive to the

expiration date and all benefits and improvements in such successor agreement shall be retroactive, if such agreement shall so provide. In the event the parties are unable to agree upon terms of a successor agreement, the Union, upon three (3) days oral or written notice to the Employer, may cancel Article IV of this Agreement, and then engage in any stoppage, strike or picketing, without hereby causing a termination of any other provision of this Agreement, until the successor agreement is concluded.

In the event of a transfer during the extended period, the Employer shall comply with Article VI, Section 1(a), (b), and (c) of this Agreement and, subject to provisions of this Article, negotiations shall continue with the transferee Employer; in the event the transferee shall not agree to make benefits or improvements retroactive to the expiration date hereof as set forth in Article VIII, then, whether or not adjustments have been made therefor at the closing, the Employer shall pay the value or amount of all improvements in benefits, wages and working conditions from the expiration date to the date of closing, in the amount agreed to by such transferee Employer.

2. Nothing herein contained shall be deemed to limit or diminish in any way the Union's right to enforce this Agreement against any transferee pursuant to applicable law concerning rules of successorship or otherwise; limit or diminish in any way the Union's or any employee's right to institute proceedings pursuant to the provisions of State or Federal labor relations laws, or any statutes, rules or regulations which may be applicable.

3. Any transferee who has failed to adopt this Agreement pursuant to the provisions of Section 1 of this Article VI by reason of such transferee's lack of knowledge of the requirements thereof may within twenty (20) days after the date of transfer adopt this Agreement provided that, prior to the date of such adoption, there has been no layoff or reduction in force, and that such adoption is retroactive to the date of transfer of title or control.

4. Where a building is acquired by a public authority of any nature through condemnation, purchase or otherwise, the last owner shall guarantee the payment of termination pay and of accrued vacation due to the employees up to the date of transfer of title. The Union will, however, seek to have such authority assume the obligations for payments. If unsuccessful and the last owner becomes liable for such payments, the amounts thereof shall be liens upon any condemnation award or on any amount received by such last owner.

ARTICLE VII – Subcontracting

1. The Employer shall not make any agreement or arrangement for the performance of work and/or for the categories of work heretofore performed by employees covered by this Agreement except within the provisions and limitations set forth below.

2. The Employer or contractor shall give advance written notice to the Union at least three (3) weeks prior to the effective date of its contracting for services, or changing contractors, indicating name and address of the contractor.

3. The Employer shall require the contractor to retain all bargaining unit employees working at the location at the time the contract was awarded and to maintain the existing wage and benefit structure.

The Employer agrees that employees then engaged in the work which is contracted out shall become employees of the initial contractor or any successor contractor, and agrees to employ or re-employ the employees working for the contractor when the contract is terminated or cancelled. This provision shall not be construed to prevent termination of any employee's employment under other provisions of this Agreement relating to illness, retirement, resignation, discharge for cause, or layoff by reason of reduction of force; however, a contractor may not reduce force or change the work schedule without first obtaining written consent from the Union.

With respect to all jobs contracted for by the Employer where members of the Union were employed when the contract was acquired, it is agreed that the Employer shall retain at least the same number of employees, the same employees, under the same work schedule and assignments including starting and quitting times of each employee.

If the contractor adopts this Agreement and fails to comply with this Agreement, the Employer shall be liable severally, and jointly with the contractor, for any and all damages sustained by the employees as a result thereof, or for any unpaid Health, Pension, Training, Legal and/or SRSF contributions. The Employer's liability shall commence the date it receives written notice from the Union of the contractor's failure to so comply.

Any contractor who performs services for an owner and/or managing agent who is signatory to this Agreement and who is party to a collective bargaining agreement with the Union that includes this provision, shall be entitled to the following provisions of this Agreement at the signatory building: Seniority, Hours, Flexibility, and Work of Absentees.

4. This Article and Article VI are intended to be work preservation provisions for the employees employed in a particular building and to categories of employees to the extent that such categories of employees are "fairly claimable" by the Union within existing National Labor Relations Board case law. In the event that the application of this Article or Article VI, or any part thereof, is held to be in violation of law, then this Article or Article VI, or any part thereof, shall remain applicable to the extent permitted by law.

ARTICLE VIII – Term and Expiration of Agreement

1. This Agreement shall be effective January 1, 2016 and shall expire at the conclusion of December 31, 2019, for all employees excluding security guards. With regard to security guards, this Agreement shall continue until March 31, 2019, but all economic terms in the successor agreement to this contract shall be retroactive to January 1, 2019.

ARTICLE IX – Building Classifications, Wages & Other Working Conditions

SECTION I - Building Classifications

1. Office buildings are classified as A, B, or C buildings as follows:

- (a) Class A Building – Gross area of more than 280,000 square feet;
- (b) Class B Building – Gross area of more than 120,000 and not over 280,000 square feet;
- (c) Class C Building – Gross area of less than 120,000 square feet.

2. In calculating the area of an office building, the formula for measurement shall be as follows:

Gross area of an office building is the sum total of areas existing on the various floors of the building, including the basement space, but excluding that portion of the penthouse used for the machinery and appurtenances of the building and that portion of the basement used for public utilities and general operation of the property. Gross area of an entire floor shall be computed by measuring from the inside plaster surfaces of all exterior walls of space used by the tenant on the floor, including columns and corridors, but excluding toilets, porters' closets, slop sinks, elevators shafts, stairs, fire towers, vents, pipe shafts, meter closets, flues and stacks, and any vertical shafts and their enclosing walls. No deductions shall be made for columns, pilasters, or projections necessary to the building.

SECTION II - Wages

1. (a) Effective January 1, 2016, each employee covered hereunder shall receive a wage increase of \$0.70 for each regular straight time hour worked. Additionally, the minimum hourly rate differential for handypersons, forepersons, starters (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by \$0.05 respectively for each regular straight-time hour worked.

Effective January 1, 2016 the minimum regular wage rates shall be as follows:

	Class A		Class B		Class C	
	Regular Hourly Rate	40 Hour Wage	Regular Hourly Rate	40 Hour Wage	Regular Hourly Rate	40 Hour Wage
Handyperson	\$26.9480	\$1,077.92	\$26.9170	\$1,076.68	\$26.8730	\$1,074.92
Foreperson	\$26.8355	\$1,073.42	\$26.8045	\$1,072.18	\$26.7605	\$1,070.42
Starter	\$26.8355	\$1,073.42	\$26.8045	\$1,072.18	\$26.7605	\$1,070.42
Other	\$24.6230	\$984.92	\$24.5920	\$983.68	\$24.5480	\$981.92
*Guards	\$23.1660	\$926.64	\$23.1660	\$926.64	\$23.1600	\$926.40

* Guards hired before January 1, 1978, shall receive the rate of "Other."

(b) Effective January 1, 2017, each employee covered hereunder shall receive a wage increase of \$0.60 for each regular straight time hour worked.

Additionally, the minimum hourly rate differential for handypersons, forepersons, starters (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by \$0.05 respectively for each regular straight-time hour worked.

Effective January 1, 2017, minimum regular wage rates shall be as follows:

	Class A		Class B		Class C	
	Regular Hourly Rate	40 Hour Rate	Regular Hourly Rate	40 Hour Wage	Regular Hourly Rate	40 Hour Wage
Handyperson	\$27.5980	\$1,103.92	\$27.5670	\$1,102.68	\$27.5230	\$1,100.92
Foreperson	\$27.4855	\$1,099.42	\$27.4545	\$1,098.18	\$27.4105	\$1,096.42
Starter	\$27.4855	\$1,099.42	\$27.4545	\$1,098.18	\$27.4105	\$1,096.42
Other	\$25.2230	\$1,008.92	\$25.1920	\$1,007.68	\$25.1480	\$1,005.92
*Guards	\$23.7660	\$950.64	\$23.7660	\$950.64	\$23.7600	\$950.40

* Guards hired before January 1, 1978, shall receive the rate of "Other."

(c) Effective January 1, 2018, each employee covered hereunder shall receive a wage increase of \$0.60 for each regular straight time hour worked.

Additionally, the minimum hourly rate differential for handypersons, forepersons, starters (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by \$0.05 respectively for each regular straight-time hour worked.

Effective January 1, 2018, minimum regular wage rates shall be as follows:

	Class A		Class B		Class C	
	Regular Hourly Rate	40 Hour Rate	Regular Hourly Rate	40 Hour Rate	Regular Hourly Rate	40 Hour Rate
Handyperson	\$28.2480	\$1,129.92	\$28.2170	\$1,128.68	\$28.1730	\$1,126.92
Foreperson	\$28.1355	\$1,125.42	\$28.1045	\$1,124.18	\$28.0605	\$1,122.42
Starter	\$28.1355	\$1,125.42	\$28.1045	\$1,124.18	\$28.0605	\$1,122.42
Other	\$25.8230	\$1,032.92	\$25.7920	\$1,031.68	\$25.7480	\$1,029.92
*Guards	\$24.3660	\$974.64	\$24.3660	\$974.64	\$24.3600	\$974.40

* Guards hired before January 1, 1978, shall receive the rate of "Other."

(d) Effective January 1, 2019, each employee covered by this Agreement shall receive a wage increase of \$0.775 for each regular straight-time hour worked.

Additionally, the minimum hourly rate differential for handypersons, forepersons, starters (which shall include all employees doing similar or comparable work by whatever title known) shall be increased by \$0.05 respectively for each regular straight-time hour worked.

Effective January 1, 2019, minimum regular wage rates shall be as follows:

	Class A		Class B		Class C	
	Regular Hourly Rate	40 Hour Rate	Regular Hourly Rate	40 Hour Rate	Regular Hourly Rate	40 Hour Rate
Handyperson	\$29.0730	\$1,162.92	\$29.0420	\$1,161.68	\$28.9980	\$1,159.92
Foreperson	\$28.9605	\$1,158.42	\$28.9295	\$1,157.18	\$28.8855	\$1,155.42

Starter	\$28.9605	\$1,158.42	\$28.9295	\$1,157.18	\$28.8855	\$1,155.42
Other	\$26.5980	\$1,063.92	\$26.5670	\$1,062.68	\$26.5230	\$1,060.92
*Guards	\$25.1410	\$1,005.64	\$25.1410	\$1,005.64	\$25.1350	\$1,005.40

* Guards hired before January 1, 1978, shall receive the rate of "Other."

(e) The Union and the RAB presently have a provision in the 2016 Commercial Building Agreement which provides that:

(1) Effective January 1, 2017, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from November 2015 to November 2016 exceeds 6.5%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6.5% shall be granted effective for the first full work week commencing after January 1, 2017. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6.5%, less than .5 % shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

(2) Effective January 1, 2018, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from November 2016 to November 2017 exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after January 1, 2018. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

(3) Effective January 1, 2019, in the event that the percentage increase in the cost of living [Consumer Price Index for the City of New York - Metropolitan Area (New York-New Jersey) Urban Wage Earners and Clerical Workers] from November 2017 to November 2018 exceeds 6%, then, in that event, an increase of \$.10 per hour for each full 1% increase in the cost of living in excess of 6% shall be granted effective for the first full work week commencing after January 1, 2019. In no event shall said increase pursuant to this provision exceed \$.20 per hour. In computing increases in the cost of living above 6%, less than .5% shall be ignored and increases of .5% or more shall be considered a full point. Any increases hereunder shall be added to the minimum.

The parties hereto agree that any such increases referred to above in this subsection (e), which may result, shall be fully binding upon the parties hereto in the same amounts and upon the same effective date(s) as between the Union and the RAB.

2. (a) The standard workweek shall consist of five (5) consecutive days, Monday through Sunday, and shall not exceed eight (8) hours in any one day.

Overtime at the rate of time and one-half the regular straight-time hourly rate shall be paid for all hours worked in excess of eight (8) hours per day or forty (40) hours per week, whichever is greater. There shall be no split shifts. A paid holiday shall be considered as a day worked for the purpose of computing overtime pay. The straight-time hourly rate shall be computed by dividing the weekly wage by the number of hours in the standard workweek.

(b) Employees on the payroll on or before the effective date of this Agreement shall not have their scheduled hours reduced. Employees on the payroll on or before the effective date of this Agreement shall not have their scheduled hours increased by more than one hour a day without written consent of the Union. The Employer shall give the Union three (3) weeks' written notice of any change of scheduled hours except in case of temporary changes. Employees employed after the effective date of this Agreement shall work such hours as may be assigned by the Employer provided they are not less than five (5) hours a day and five (5) consecutive days a week.

(c) The weekly working hours for elevator operators and starters shall include two (2) twenty (20) minute relief periods each day, but shall exclude luncheon recess of not less than forty-five (45) minutes or more than one (1) hour each day.

Employees, other than those referred to in the paragraph above, the majority of whose hours fall between 7 P.M. and 6 A.M. shall receive a fifteen (15) minute relief/lunch period. At the option of the Employer, employees who work seven (7) hours or more per day shall, in addition to their regular pay for scheduled hours, receive either additional straight-time pay for one-half

(1/2) hour or be relieved one-half (1/2) hour earlier. For those employees working six (6) hours per day, they shall receive an additional twenty-five (25) minutes straight-time pay or be relieved twenty-five (25) minutes earlier. For those employees working five (5) hours per day, they shall receive an additional fifteen (15) minutes straight-time pay or be relieved fifteen (15) minutes earlier. This shall in no way affect the overtime provisions of the Agreement, nor affect the Employer's right to reschedule hours to provide necessary continuity of coverage.

(d) Where through absenteeism there are insufficient employees to service the building, the Employer may: (1) request service employees in the building to work additional time over and above their work schedule; or (2) employ additional or extra employees to perform the work; or (3) request employees in the building to perform work of an absent employee, on a voluntary basis, during their regular working hours. Additional time over and above work schedules, as described above in option (1), shall not be mandatory unless the Employer cannot satisfactorily fill the work requirements from service employees in the building on a voluntary basis. In such event, work over and above the regular work schedule shall be in reverse order of seniority.

Employees in the building assigned to perform absentee work as described in option (3) above shall be paid straight-time pay in addition to their regular daily pay, for each hour of work performed in the absent worker's section. Employees assigned to perform absentee work under option (3) hereof shall only be required to perform an amount of work proportionate to the number of hours assigned, e.g. if an employee is assigned to work one hour in an absentee Section which is normally cleaned in six (6) hours, the employee shall only be required to do one-sixth (1/6) of the normal work load in that section.

Employees performing absentee work under paragraphs (1), (2), or (3) above shall be given written instructions as to the work to be performed in absentee sections upon the request of the Union.

This paragraph (d) shall not apply to employees at newly constructed buildings.

(e) Every employee shall be entitled to two (2) consecutive days off in any seven (7) days. Any work performed on such days shall be considered overtime and paid for at time and one-half.

(f) No employee or his replacement shall have his regular working hours as set forth above reduced below the standard workweek in order to effect a corresponding reduction in pay.

3. Saturday and Sunday are premium days for all employees (excluding guards hired after January 1, 1978), and work performed on such days shall be paid for at the rate of time and one-half the regular straight-time hourly rate of pay.

In determining whether an employee's work shift is to be considered as falling on Saturday or Sunday, for the purpose of premium pay, it is understood that the meaning of Saturday or Sunday work shall be the same as now applies or, where there is no such practice, shall be based upon the holiday premium pay practice.

In newly constructed buildings, employees whose regular shifts include work on Saturday or Sunday shall not receive weekend premium pay for work on those days. This shall not affect the eligibility for other premium pay for which the employees might otherwise qualify, including but not limited to overtime.

4. Except for required relief periods and luncheon recess, hours of work in each day shall be continuous and no employee shall be required to take a relief period or time off in any day in excess of the required relief periods and said luncheon recess, without having said excess relief period or time off charged as working time.

5. Any employee called in to work by the Employer for any time not consecutive with his regular schedule shall be paid for at least four (4) hours of overtime.

6. Employees required to work overtime shall be paid at least one hour at the overtime rate, except for employees working overtime due to absenteeism or lateness.

7. Any employee who has worked eight (8) hours a day and is required to work at least four (4) hours of overtime in that day shall be given a \$15.00 meal allowance.

8. Any employee classified as an "other" who substitutes for an absent "foreperson" for more than four (4) hours shall receive the "foreperson" wage rate for the entire shift.

Any employee who spends one (1) full week or more performing work in a higher-paying category shall receive the higher rate of pay for such service.

9. No overtime shall be given for disciplinary purposes. An Employer shall not require an employee to work an excessive amount of overtime.

10. The Employer agrees to use its best efforts to provide a minimum of sixteen (16) hours off between shifts for its employees.

ARTICLE X – General Clauses

1. DIFFERENTIALS. Existing wage differentials among classes of workers within a building shall be maintained. It is recognized that wage differentials other than those herein required may now or hereafter arise or exist because of pay rates above the minima required by this Agreement. No change in such differentials shall be considered a violation of this Agreement unless it appears that such change results from an attempt to break down the wage structure for said building.

When an employee possesses considerable mechanical or technical skill and devotes more than 75% of his working time in the building to work involving such a skill, his wage rate shall be determined by mutual agreement between the Employer and the Union. Such an employee shall receive a wage of not less than ten dollars (\$10.00) per week above the contract minimum rate for handyperson.

If the Employer and the Union cannot agree upon the rate of pay of such an employee, or in cases where an obvious inequity exists because of an employee's regular application of specialized abilities in his work, the amount or correctness of the differential may be determined by arbitration.

Notwithstanding the above, it is understood that licensed engineers covered under this agreement shall constitute a separate bargaining unit and shall receive the same wages and benefits as paid to engineers under the Realty Advisory Board (RAB) Agreement covering licensed engineers in New York City except that Pension, Health, Legal and Training Funds contributions shall continue to be paid under the terms of this Agreement.

2. PYRAMIDING. There shall be no pyramiding of overtime pay, sick pay, holiday pay or any other premium pay. If more than one of the aforesaid are applicable, compensation shall be computed on the basis giving the greatest amount.

3. HOLIDAYS. The following are the recognized contract holidays and the dates when they will be observed as contract holidays:

<u>Contract Holidays</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
New Year's Day	Friday, Jan 1	Sun, Jan 1	Mon, Jan 1	Tues, Jan 1
President's Day	Mon, Feb 15	Mon, Feb 20	Mon, Feb 19	Mon, Feb 18
Good Friday	Fri, Mar 25	Fri, Apr 14	Fri, Mar 30	Fri, Apr 19
Memorial Day	Mon, May 10	Mon, May 29	Mon, May 28	Mon, May 27
Independence Day	Mon, July 4	Tues, July 4	Wed, July 4	Thu, July 4
Labor Day	Mon, Sept 5	Mon, Sept 4	Mon, Sept 3	Mon, Sept 2
Columbus Day	Mon, Oct 10	Mon, Oct 9	Mon, Oct 8	Mon, Oct 14
Thanksgiving Day	Thu, Nov 24	Thu, Nov 23	Thu, Nov 22	Thu, Nov 28
Day After Thanksgiving	Fri, Nov 25	Fri, Nov 24	Fri, Nov 23	Fri, Nov 29
Christmas Day	Sun, Dec 25	Mon, Dec 25	Tues, Dec 25	Wed, Dec 25
<u>Elective Contract Holidays:</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Martin Luther King Jr.	Mon, Jan 18	Mon, Jan 16	Mon, Jan 15	Mon, Jan 21
Yom Kippur	Wed, Oct 12	Sat, Sept 30	Wed, Sept 19	Wed, Oct 9
Eid al-Fitr	Thu, July 7	Mon, Jun 26	Fri, Jun 15	Wed, June 5

September 11 (Day of Remembrance)	Sun, Sep 11	Mon, Sep 11	Tue, Sep 11	Wed, Sep 11
Veterans Day	Fri, Nov 11	Sat, Nov 11	Sun, Nov 11	Mon, Nov 11

There shall be one (1) elective holiday in each contract year which shall be Martin Luther King Jr.'s Day, Eid al-Fitr, Yom Kippur, September 11th (Day of Remembrance), Veterans Day or a personal day at the option of the employee. The personal day shall be scheduled in accordance with paragraphs (c) and (d) below.

In buildings where the major occupants are operating on Good Friday and/or the day after Thanksgiving, Lincoln's Birthday and/or Veterans Day may be substituted for such days provided notice is given to the Union on or before March 1 of each year. The Employer shall be required to post on a bulletin board for the employees the contract holidays and changes, if any, for the year. This notification shall remain posted for the entire year.

President's Day, Good Friday, Columbus Day and the Day after Thanksgiving may be treated as personal days rather than fixed holidays under the following conditions:

(a) Prior to February 1st each year, each building may designate one or more such days as a personal day upon written notice to the Union and the employees. Failure to do so shall be deemed agreement to leave such days as fixed holidays.

(b) Each building designating such days as personal days may upon thirty (30) days' written notice to the Union and the employees change such designation and make the day a fixed holiday. Employees who have received a personal day for such holiday shall be employed on such holiday at time and one half.

(c) Employees entitled to personal days may select such day or days off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of normal working staff. Such selections shall be made in accordance with seniority.

(d) Employees entitled to personal days who do not use such day or days in a calendar year must use such day or days off during the first six (6) months of the following year provided, however, that the Employer inform in writing both the employees and the Union by January 31st of such succeeding year that such days are available and will be lost if not used prior to July 1st of that year.

In the event this Agreement is in effect subsequent to December 31, 2019, whatever holidays are agreed to between the Union and the RAB in the successor agreement to the 2016 Commercial Building Agreement shall apply to the employees covered by this Agreement.

Employees shall receive straight-time pay for said holidays and in addition thereto all work required to be performed on any of said holidays shall be paid for at time and one-half. Any employee required to work on a holiday shall receive at least his or her regular hours' pay for such work at the holiday rate of pay (in addition to the regular hours' pay he/she receives for such holiday) even though he/she is not required to work his/her regular hours. All hours worked over eight (8) on such a holiday shall be paid for at two and one-half times his/her regular rate of pay.

Any regular full-time employee ill in any payroll week in which a holiday falls shall receive holiday pay or one day off if he worked at least one day during said payroll week.

Any regular full-time employee whose regular day off, or one of whose days off, falls on a holiday shall receive an additional day's pay, or, at the option of the Employer, shall receive an extra day off within ten (10) days immediately before or after the holiday. If the employee receives the extra day off before the holiday and his employment is terminated for any reason, he need not compensate the Employer for the day.

A holiday shall be considered as a day worked for the purpose of computing overtime pay.

4. VOTING TIME. Any employee required to work on Election Day, and who gives legal notice, shall be allowed two (2) hours off, such hours to be designated by the Employer, while the polls are open.

5. PERSONAL DAY. All employees shall receive a personal day in each contract year. This personal day is in addition to the holidays listed in paragraph 3 above. The personal day shall be scheduled in accordance with the following provision:

Employees may select such day off on five (5) days' notice to the Employer provided such selection does not result in a reduction of employees in the building below 75% of the normal work staff. Such selection shall be made in accordance with seniority.

6. SCHEDULING OVERTIME & PREMIUM PAY WORK. Overtime, Saturday, Sunday and holiday work shall be evenly distributed so far as is compatible with efficient operation of the building, except where Saturday or Sunday is a regular part of the workweek. Preference for Saturday and Sunday work shall be given to the regular full-time employees of the building.

7. RELIEF EMPLOYEES. Relief or part-time employees shall be paid the same hourly rate as provided for full-time employees in the same occupational classification.

8. METHOD OF PAYMENT OF WAGES. All wages, including overtime, shall be paid weekly in cash or by check with an itemized statement of payroll deductions. If a regular payday falls on a holiday, employees shall be paid on the preceding day.

Employees paid by check who work during regular banking hours shall be given reasonable time to cash their checks exclusive of their break and lunch period. The Employer shall make suitable arrangements at a convenient bank for such check cashing.

In the event an Employer's check to an employee for wages is returned due to insufficient funds on a bona fide basis twice within a year's period, the Employer shall be required to pay all employees by cash or certified check. The Employer may require, at no cost to the employee, that an employee's check be electronically deposited at the employee's designated bank or that a paycheck card be utilized. The Union shall be notified by the Employer of this arrangement.

9. SENIORITY AND LAYOFF. (a) For purposes of layoff and recall, all employees covered by this Agreement shall be placed on building seniority lists based upon their date of employment in the building or with the Employer, whichever is greater.

The seniority date for all positions under the Agreement shall be the date the employee commenced working in the building for the agent and/or owner regardless of whether there is a collective bargaining agreement and regardless of the type of work performed by the employee.

In the event of layoff due to reduction in force, the inverse order of departmental or job classification seniority shall be followed, except as provided in Termination Pay, Section 23, with due consideration for efficiency and special needs of a department. In the event that an employee is assigned to another job classification and there is a reduction in force in that department or job classification, the employee shall have the right to exercise his total building seniority to return to his former department or job classification.

Nothing contained in this section shall be construed in such a manner as to permit an employee to bump a less senior employee working for another Employer in the same building. Seniority of an employee shall be based upon total length of service with the Employer or in the building, whichever is greater.

(b) REDUCTION IN FORCE - The Employer shall have the right to reduce its work force in its building pursuant to this Agreement provided that it can establish that the changes listed below eliminate an amount of work similar to the proposed reduction in worker hours:

- (i) Vacancies in the building;
- (ii) Reconstruction of all or part of building;
- (iii) The tenant is performing the work itself.

If the Employer seeks to reduce its work force it shall give four (4) weeks' written notification to the Union of any anticipated reduction in force. The Employer shall also give one (1) weeks' notice of layoff (or discharge), or, in lieu thereof, an additional one (1) week's pay to any employee employed for one (1) year or more. The one (1) weeks' pay provided herein shall be in addition to any termination pay and/or accrued vacation pay that might be due to the employee. The notice should include the specific reason for the reduction and the number of worker hours being reduced. Upon request of the Union, additional information with respect to changes in work assignments occasioned by the reduction shall be provided.

In the event that the four (4) weeks' notice provided for herein is not given and the Employer lays off employees pursuant to this provision, the Employer shall pay an amount equal to the laid-off employees' wages and fringe benefits (including, but not limited to Pension, Health, Training, Legal and SRSF Fund Contributions, Holidays, Vacation, Sick Pay and Premium Pay) for the period beginning with the layoff until four (4) weeks after the Employer notifies the Union or the issuance

of a final arbitration award, whichever is sooner, but in no event less than four (4) weeks, even if the layoff is upheld by the arbitrator. The arbitrator shall not grant any adjournments of reduction in force cases without mutual consent.

In the event that a reduction in work force is implemented pursuant to this section, and the reason for the reduction ceases to exist, the work force that existed prior to the reduction shall be restored.

In the event that the Employer desires to implement a reduction in force among employees working in its building that is not provided for above, it may do so provided that it can demonstrate to the Union that such reduction is justified. No such reduction may be implemented without the written consent of the Union.

For any violation by the Employer of any provision which deals with the necessity of obtaining the written consent of the Union regarding a decrease in the number of employees and/or hourly work schedules and maintenance of conditions on all jobs, the Employer shall pay the fee of the Contract Arbitrator and all expenses in connection with the arbitration of the dispute, including but not limited to counsel fees, auditor's fees, arbitration costs and fees and court costs.

10. JOB SECURITY & CONTRACTOR TRANSITION SENIORITY.

(a) The Employer shall follow and be bound by the rules of seniority of all employees of the Employer theretofore employed on all jobs, in respect to job security, promotion, accrued vacations and other benefits.

(b) No employee who is transferred from a contractor to building payroll, as a result of the owner and/or agent (collectively "the Employer") terminating the contractor, and performing building service work directly for the Employer, shall suffer a loss of benefits that are determined by an employee's accrued time (years of service) as provided in Article X, Section 46 (Sickness Benefits), Section 12 (Recall), Section 13 (Leaves of Absence), Section 14 (Vacation), and Section 23 (Termination Pay).

11. VACANCIES AND POSTING, TRIAL PERIOD, "NEW HIRES" AND "EXPERIENCED EMPLOYEES".

(a) In filling vacancies or newly created positions in the bargaining unit, preference shall be given to those employees already employed in the building, based upon the employee's seniority, but training, ability and appearance, where required, shall also be considered. For the purpose of this provision, employees already employed in the building shall be deemed to include guards. Nothing contained in this Section shall be construed in such a manner as to entitle an employee to fill a vacancy or newly created position with another Employer in the same building.

All vacancies and newly created positions shall be subject to a posting in the building for a period of seven (7) calendar days so that bargaining unit employees can express an interest in filling the position. In buildings where the Employer employs fifteen (15) or more employees, if filling of the initially posted vacancy or newly created position causes another vacancy that vacancy shall be subject to a posting in the respective building. Any subsequent vacancy caused by the filling of a posted position shall not be required to be posted before being filled.

Anyone employed as a vacation replacement, extra or contingent with substantial regularity for a period of four (4) months or more shall receive preference for steady employment. If a present employee cannot fill the job vacancy, the Employer must fill the vacancy in accordance with the other terms of this Agreement. In the event that a new classification is created in a building, the Employer shall negotiate with the Union a wage rate for that new classification.

(b) There shall be a trial period for all newly hired employees for sixty (60) calendar days.

(c) Effective February 4, 1996, a New Hire employed in the "Guard" or "Other" category shall be paid a starting rate of eighty percent (80%) of the minimum regular hourly wage rate, and that notwithstanding Article IX, Section II, paragraph 1, the rates for the thirty (30) month new hire period shall reflect annual increases of 80% of the annual increase.

Upon completion of thirty (30) months of employment, the New Hire shall be paid the full minimum wage rate. For purposes of this provision, thirty (30) months of employment shall include each month (counting portions of a month in excess of fifteen (15) days as a full month but excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in Section 14(b) below) that a New Hire worked in the New York City Building Industry ("Industry") during the twenty-four (24) months immediately preceding the date of hire by the current employer.

A New Hire hired on or after January 1, 2012 shall be paid seventy-five percent (75%) of the applicable minimum regular hourly wage rate for the first twenty-one (21) months of employment. Such employees shall be paid eighty-five percent

(85%) of the applicable minimum regular hourly wage rate for the twenty-second (22nd) through forty-second (42nd) months of employment. Upon completion of forty-two (42) months of employment, such employees shall be paid the full minimum wage rate. For purposes of this provision, twenty-one (21) months of employment and forty-two (42) months of employment shall include each month (counting portions of a month in excess of fifteen (15) days as a full month but excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in Section 14(b) below) that a New Hire worked in the Industry during the twenty-four (24) months immediately preceding the date of hire by the current employer.

Any employee who was employed in the Industry as of February 3, 1996 shall be considered an "Experienced Employee." An Experienced Employee shall receive the full minimum rate of pay from the date of hire.

There shall be no Employer contributions to the Building Service Pension Fund on behalf of any New Hire employed in the category of "Guard" or "Other" during the first year of employment. Employer contributions for employees described above shall be required commencing on the first day of the month following the employee's completion of twelve (12) calendar months of employment with the Employer, less the number of calendar months (counting portions of a month in excess of fifteen (15) days as a full month) worked in the Industry during the preceding two (2) years (excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in Section 14(b) below).

There shall be no Employer contributions to the Supplemental Retirement and Savings Fund on behalf of any New Hire employed in the category of "Guard" or "Other" during the first two (2) years of employment. Employer contributions for employees described above shall be required commencing on the first day of the month following the employee's completion of twenty-four (24) calendar months of employment with the Employer, less the number of calendar months (counting portions of a month in excess of fifteen (15) days as a full month) worked in the Industry during the preceding two (2) years (excluding employment as a vacation relief unless such vacation relief work immediately precedes permanent hire as noted in Section 14(b) below).

Contributions to the Building Service Pension Fund and Supplemental Retirement and Savings Fund shall commence after three (3) months of employment for employees hired in job categories other than "Guard" and "Other" and Experienced Employees.

No Experienced Employee may be terminated or denied employment for the purpose of discrimination on the basis of his/her compensation and/or benefits. The Union may grieve such discrimination in accordance with the grievance and arbitration provisions of the Agreement (Article V). If the arbitrator determines an Experienced Employee has been terminated or denied employment because of such discrimination, the arbitrator shall: (1) In case of termination, reinstate the experienced employee with full back pay and all benefits retroactive to the date of experienced employee's discharge; (2) In case of failure to hire, if the Arbitrator determines that an experienced employee was not given preference for employment absent good cause, he or she shall direct the Employer to hire the experienced employee with full back pay and benefits retroactive to date of denial of hire.

12. RECALL - Any employee who has been employed for one (1) year or more in the same building and who is laid off shall have the right of recall, provided that the period of layoff of such employee does not exceed six (6) months. Recall shall be in the reverse order of laid-off employees' department and job classification seniority (i.e., the most recently terminated employee in that department shall have the first right of recall). Recall rights apply to all vacant permanent positions and temporary positions if it is expected that the temporary position will last for a period of at least sixty (60) days.

The Employer shall notify by certified mail, return receipt requested, the last qualified laid-off employee, at his last known address, of any job vacancy, and a copy of this notice shall be sent to the Union. The employee shall then be given seven (7) days from the date of mailing of the letter in which to express in person or by registered or certified mail his/her desire to accept the available job. In the event any employee does not accept recall, successive notice shall be sent to qualified employees until the list of qualified employees is exhausted. Upon re-employment, full seniority status, less period of layoff, shall be credited to the employee. Any employee who received termination pay and is subsequently rehired shall retain said termination pay and for purpose of future termination pay shall receive the difference between what he/she has received and what he/she is entitled to if subsequently terminated at a future date. Any vacation monies paid shall be credited to the Employer against the current vacation entitlement.

Further, in the event an Employer or agent has a job vacancy in a building where there are no qualified employees on layoff status, the Employer or agent shall use its best efforts to fill the job vacancy from qualified employees of the Employer or agent who are on layoff status from other buildings.

13. LEAVE OF ABSENCE AND PREGNANCY LEAVE.

(a) Once every three (3) years, upon written application to the Employer and the Union, a regular employee who works five (5) days per week and at least five (5) hours per day and has been employed in the building for five (5) years or more shall be granted a leave of absence for illness or injury not to exceed six (6) months. The leave of absence outlined above is subject to an extension not exceeding six (6) months in the case of bona fide inability to work whether or not covered by the New York State Workers' Compensation Law or New York State Disability Benefits Law. When such employee is physically and mentally able to resume work, that employee shall on one (1) week's prior written notice to the Employer be then re-employed with no seniority loss. In cases involving on-the-job injuries, employees who are on medical leave for more than one year may be entitled to return to their jobs if there is good cause shown.

Employees employed in the building for less than five (5) years but at least two (2) years shall be granted a leave of absence for a period not to exceed one hundred twenty (120) days.

(b) In cases of pregnancy, it shall be treated as any other disability suffered by an employee in accordance with applicable law. In buildings where there are more than three (3) employees, an employee shall be entitled to a four (4) week leave of absence without pay for paternity/maternity leave. The leave must be taken immediately following the birth or adoption of the child.

(c) Once every five (5) years, upon six (6) weeks' written application to the Employer, a regular employee who works five (5) days per week and at least five (5) hours per day and has been employed at the building for five (5) years or more shall be granted a leave of absence for personal reasons not to exceed four (4) months. Upon returning to work the employee shall be re-employed with no loss of seniority.

An employee requesting a personal leave of absence shall be covered for health benefits during the period of the leave provided the employee requests health coverage while on leave of absence and pays the Employer in advance for the cost of same. Any employee on leave due to workers' compensation or disability shall continue to be covered for health benefits without the necessity of payment to the Employer in accordance with Section 47, Paragraph A, Subparagraph 1 below.

Any time limitation with regard to the six (6) weeks' written application shall be waived in cases where an emergency leave of absence is required.

(d) Any Employer who is required by law to comply with the provisions of the Family and Medical Leave Act (FMLA) shall comply with the requirements of said Act. All leaves of absence under paragraphs (a) and (b) of this Section will run concurrently with applicable FMLA leave and/or applicable State or City law leave requirements.

(e) The Employer agrees to cooperate with the Union in granting employees leaves of absence for Union business.

14. VACATIONS AND VACATION RELIEF EMPLOYEES.

(a) Every employee employed with substantial continuity in any building or by the same Employer shall receive each year a vacation with pay as follows:

Employees who have worked 6 months.....	3 working days
Employees who have worked 1 year.....	2 weeks
Employees who have worked 5 years.....	3 weeks
Employees who have worked 15 years.....	4 weeks
Employees who have worked 21 years.....	21 working days
Employees who have worked 22 years.....	22 working days
Employees who have worked 23 years.....	23 working days
Employees who have worked 24 years.....	24 working days
Employees who have worked 25 years.....	5 weeks

Length of employment for vacation shall be based upon the amount of vacation that an employee would be entitled to on September 15th of the year in which the vacation is given, subject to negotiation and arbitration where the result is unreasonable.

Part-time employees regularly employed shall receive proportionate vacation allowances based on the average number of hours per week they are employed.

Firemen who have worked substantially one (1) firing season in the same building or for the same Employer, when laid off, shall be paid at least three (3) days' wages in lieu of vacation. Firemen who have been employed more than one (1) full firing season in the same building or by the same Employer shall be considered full-time employees in computing vacations.

Regular days off and holidays falling during the vacation period shall not be counted as vacation days. If a holiday falls during the employee's vacation period, he shall receive an additional day's pay therefor, or, at the Employer's option, an extra day off within ten (10) days immediately preceding or succeeding his vacation. Vacation wages shall be paid prior to the vacation period by the Employer on the job at that time unless otherwise requested by the employee, who is entitled to actual vacation and cannot instead be required to accept money. However, if the Employer on the job when the money is due is not in contractual relations with the Union, the last Employer with whom the Union had a contract will be responsible for vacation pay.

Any employer who fails to pay vacation pay in accordance with this provision where the vacation has been regularly scheduled shall pay an additional two (2) days for each vacation week due at that time.

Employees regularly working overtime or on premium days or required to work during their early relief time shall not suffer any reduction in wages while being paid or scheduled for vacation time.

When compatible with proper building operation, choice of vacation periods shall be according to seniority and confined to the period beginning April 1st and ending September 15th of each year. These dates may be changed, and the third vacation week taken at a separate time, by mutual agreement of the Employer and the employee.

The fourth and fifth week of vacation may, at the Employer's option, be scheduled upon two (2) weeks' notice to the employee for a week or two weeks (which may not be split) other than the period when he takes the rest of his vacation.

Any employee leaving his/her job for any reason shall be entitled to vacation accrual allowance, computed on his/her length of service as provided in the vacation schedule based on the elapsed period from the previous September 16th (or from the date of his/her employment if later employed) to the date of his/her leaving. Any employee who has received a vacation during the previous vacation period (April 1st through September 15th) and who leaves his/her job during the next vacation period shall be entitled to full vacation accrual allowance instead of on the basis of the elapsed period from the previous September 16th.

No employee leaving his/her position voluntarily shall be entitled to accrued vacation pay unless he/she gives five (5) working days' termination notice. Any employee who has received no vacation and has worked at least six (6) months before leaving his/her job shall be entitled to vacation accrual allowance equal to the vacation allowance provided above.

Any Employer assuming this Agreement shall be responsible for payment of vacation pay and granting of vacations required under this Agreement which may have accrued prior to the Employer taking over or acquiring the building less any amounts paid or given for that vacation year by the predecessor employer. In the event that the Employer terminates its employer-employee relationship under this Agreement and the successor Employer does not have a collective bargaining agreement with the Union providing for at least the same vacation benefits, the Employer shall be responsible for all accrued vacation benefits.

(b) A person hired solely for the purpose of relieving employees for vacation shall be paid 60% of the minimum applicable regular hourly wage rate. Should a vacation relief employee continue to be employed beyond five months, such employee shall be paid the wage rate of a new hire or experienced person, as the case may be. If a vacation replacement is hired for a permanent position immediately after working as a vacation replacement, such employee shall be credited with time worked as a vacation replacement toward completion of the thirty (30) or forty-two (42) month period, whichever applies, required to achieve the full rate of pay under the "New Hire" provision above at Section 11(c).

In the event that the Arbitrator finds that an Employer is using this rate as a subterfuge, such Arbitrator may, among other remedies, award full pay from the date of employment at the applicable hiring rate. No contribution to any Benefit Funds shall be made for a vacation relief person. Vacation relief persons are not eligible for 32BJ Benefit Fund coverage during the five month vacation relief period.

15. DAY OF REST. Each employee shall receive at least one (1) full day of rest in every seven (7) days.

16. UNIFORMS.

(a) The Employer shall supply and maintain uniforms for all employees. All uniforms must be laundered at least once a week. All uniforms must be maintained in a good and serviceable condition by the Employer at all times.

(b) All uniforms shall be appropriate for the season. Employees doing outside work shall be furnished adequate wearing apparel for the purpose.

17. HEALTH & SAFETY/FIRST AID KIT. An adequate and complete first aid kit shall be supplied and maintained by the Employer in a place readily available to all employees. The Employer shall continue to provide safe and healthy working conditions.

18. LOSS OF EMPLOYEE'S PROPERTY. Employees shall be reimbursed for loss of personal property caused by fire or flood in the building.

19. EYE GLASSES AND UNION INSIGNIA. Employees may wear eyeglasses and the Union insignia while on duty.

20. BULLETIN BOARD. A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices of meetings.

21. SANITARY ARRANGEMENTS. Adequate sanitary arrangements shall be maintained in every building, and individual locker and key thereto and rest room key, where rest room is provided, and soap, towels and washing facilities shall be furnished by the Employer for all employees. The restroom and locker room shall be for the use of employees servicing and maintaining the building.

22. WORK SCHEDULE. The Employer shall furnish the Union, to the extent available, with work schedules, showing hours, cleaning area footage, type or frequency of cleaning work of porters and cleaners and with similar workload schedules of other employees.

23. TERMINATION PAY.

(a) In case of termination of employment because of the employee's physical or mental inability to perform his/her duties or from reduction in force occurring for reasons other than conversion of elevators to automatic operation, the employee shall receive, in addition to accrued vacation, termination pay according to service in the building or with the Employer, whichever is greater, as follows:

Employee with:	Pay:
5 and less than 10 years.....	1 weeks' wages
10 and less than 12 years.....	2 weeks' wages
12 and less than 15 years.....	3 weeks' wages
15 and less than 17 years.....	6 weeks' wages

Employee with:	Pay:
17 and less than 20 years.....	7 weeks' wages
20 and less than 25 years.....	8 weeks' wages
25 years or more.....	10 weeks' wages

An employee physically or mentally unable to perform his/her duties may resign and receive the above termination pay if he/she submits written certification from a physician of such inability at the time of termination. In such event, the Employer may require the employee to submit to a medical examination by a physician designated by the Employer at the expense of the Employer to determine if in fact the employee is physically or mentally unable to perform his duties. If the Employer's designated physician disagrees with the physician's certificate submitted by the employee, the employee shall be examined by a physician designated by the Medical Director of the Building Service 32BJ Health Fund to make final and binding determination whether the employee is physically or mentally unable to perform his/her duties.

(b) In case of termination of employment because of conversion of elevators to automatic operation, the employee shall receive, in addition to any accrued vacation, termination pay according to years of service in the building or with the Employer as follows:

Employee with:	Pay:
5 and less than 10 years.....	2 weeks' wages
10 and less than 12 years.....	4 weeks' wages
12 and less than 15 years.....	5 weeks' wages
15 and less than 17 years.....	7 weeks' wages

Employee with:	Pay:
17 and less than 20 years.....	8 weeks' wages
20 and less than 22 years.....	9 weeks' wages
22 and less than 25 years.....	10 weeks' wages
25 years or more.....	11 weeks' wages

(c) The right to accept termination pay and resign where there has been a reduction in force shall be determined by seniority, i.e., termination pay shall be offered to the most senior employee, then to the next most senior and so on until accepted

and notice of an intended layoff shall be posted in the building. If no employee accepts the offer, the least senior employee or employees shall be terminated and shall receive applicable termination pay.

(d) "Week's pay" in the above paragraphs means the regular straight-time weekly pay at the time of termination. If the Employer offers part-time employment to the employee entitled to termination pay, he/she shall be entitled to termination pay for the period of his/her full-time employment, and if he accepts such part-time employment, he/she shall be considered a new employee for seniority purposes.

(e) Where an employee was placed on a part-time basis or suffered a wage reduction because of a change in his/her work category prior to February 1, 1966, and did not receive termination pay based upon his former pay, "week's pay" shall be determined by agreement or through arbitration.

(f) Any employee accepting termination pay who is rehired in the same building or with the same Employer shall be considered a new employee for all purposes except as provided in the Recall clause.

(g) For the purpose of this section, sale or transfer of a building shall not be considered a termination of employment so long as the employee or employees are hired by the purchaser or transferee, in which case they shall retain their building seniority for all purposes.

24. TOOLS, PERMITS, FINES, AND LEGAL ASSISTANCE.

(a) All tools, of which the Superintendent shall keep an accurate inventory, shall be supplied by the Employer. The Employer shall continue to maintain and replace any special tools or tools damaged during ordinary performance of work but shall not be obligated to replace "regular" tools if lost or stolen. The Employer shall bear the expense of securing or renewing permits, licenses or certificates for specific equipment located on the Employer's premises, and it will pay fines and employees' applicable wages for required time spent for the violation of any codes, ordinances, administrative regulations or statutes, except any resulting from the employees' gross negligence or willful disobedience.

(b) The Employer shall supply legal assistance where required to employees who are served with summons regarding building violations.

25. MILITARY SERVICE. All statutes and valid regulations about reinstatement and employment of veterans shall be observed. The Employer and the Union will cooperate in an effort to achieve the objectives of this provision. They shall also consider the institution of plans to provide training of veterans to improve their skills and to enter into employment in the industry.

26. NO DISCRIMINATION. There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, sex, sexual orientation, union membership, or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the New York State Human Rights Law, 42 U.S.C. Section 1981, the Family Medical Leave Act, the New York City Human Rights Code or any other similar laws, rules or regulations. All such claims shall be subject to the grievance and arbitration procedure (Article V) as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

27. DAMAGE OR BREAKAGE. It is agreed that employees shall not be held liable for any damage or breakage occasioned by them in the course of their employment or for damage or loss to equipment unless negligence in cases of damage or loss to equipment is established.

28. PLACEMENT/EMPLOYMENT AGENCY FEE. No employee shall be employed through a fee-charging agency unless the Employer pays the full fee. There is presently an agreement between the Union and the RAB which provides that the Union may establish a Hiring Hall. In that event, the Employer agrees that if it shall require employees in the classifications of employment covered by this Agreement, it shall hire such employees from a Hiring Hall operated by the Union. The Hiring Hall shall refer only qualified applicants on the basis of their total industry-wide seniority. In the event the Hiring Hall is unable to supply satisfactory applicants to the Employer within three (3) working days following the request, the Employer shall be free to hire in the open market. The facilities of the Hiring Hall operated by the Union shall be made available to both members and non-members of the Union. The Union warrants that in the operation said Hiring Hall and in referrals to the Employer, it will not discriminate against any individual applicant for employment.

29. EMPLOYEES' ROOM AND UTILITIES.

Any employee occupying a room or apartment on the Employer's property may be charged a reasonable rental therefor. If such occupancy is a condition of his/her employment, the premises shall be adequate and properly maintained by the Employer, no rent shall be charged and the Employer shall provide normal gas and electric service and pay business telephone bills.

If the Employer terminates the service of an employee occupying living space in the building it shall give him/her thirty (30) days' written notice, except where there is a discharge for a serious breach of the employment contract. The Employer's notice to the employee to vacate his/her apartment shall be considered held in abeyance and the effective date thereof considered postponed, if necessary, until the matter is adjusted or determined through grievance or arbitration.

30. JOB DEFINITIONS.

(a) Elevator Starter. Chief responsibility is to direct elevator operations and traffic in the building and does not normally operate an elevator.

(b) Handyperson. Possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) percent of working time in a building to work involving such skill.

(c) Foreperson. Differs from a porter or cleaning person in that the main responsibility is to direct cleaning operations.

(d) Guard. An employee whose function is to enforce rules to protect the property of the Employer or to protect the safety of persons on Employer's premises and whose duties shall not include the work performed under any other job classification covered in this Agreement.

(e) Others. Includes elevator operators, porters, porter/watchmen, cleaning persons, matrons, security porters, fire safety directors, exterminators and all other service employees employed in the building under the jurisdiction of the Union except those other classifications specified above.

(f) A "regular full-time employee," unless otherwise specified, shall be defined as one who is regularly scheduled to work five (5) days per week and at least five (5) hours a day.

All references to the male gender shall be deemed to include the female gender.

31. REQUIRED TRAINING PROGRAMS. The Employer shall compensate any employee now employed in a building for any time required for the employee to attend any instruction or training program in connection with the securing of any license, permit or certificate required by the Employer for the performance of duties in the building. Time spent shall be considered as time worked for the purpose of computing overtime pay.

32. GARNISHMENTS. No employee shall be discharged or laid off because of the service of an income execution, unless in accordance with applicable law.

33. DEATH IN THE FAMILY (BEREAVEMENT LEAVE). A regular, full-time employee with at least one (1) year of employment in the building shall not be required to work for a maximum of three (3) days immediately following the death of his/her parent, brother, sister, spouse or child, and shall be paid his/her regular, straight-time wages for any of such three days on which he/she was regularly scheduled to work or entitled to holiday pay. With respect to grandparents, the Employer shall grant a paid day off on the day of the funeral if such day is a regularly scheduled work day.

34. UNION VISITATION. Union representatives shall, at all times, be permitted to confer with employees in the service of the Employer.

35. JURY DUTY

(a) Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said Jury with a maximum of three (3) weeks in any calendar year.

(b) Pending receipt of the jury-duty pay, the Employer shall pay the employee his/her regular pay on his scheduled payday. As soon as the employee receives the jury-duty pay, he/she shall reimburse his Employer by signing the jury paycheck

over to the Employer. Employees who serve on a jury shall not be required to work any shift during such day. If an employee is a weekend employee and assigned to jury duty, he/she shall not be required to work the weekend.

(c) In order to receive jury duty pay, the employee must notify the Employer at least two (2) weeks before he is scheduled to serve. If less notice is given by the employee, the notice provision regarding change in shift shall not apply.

36. IDENTIFICATION. Employees may be required to carry with them and exhibit proof of employment on the premises. If an identification system is not timely established, either party may submit the matter to arbitration.

37. SERVICE CENTER VISIT DAYS.

(a) Every regular full-time employee who has been employed in the building for one (1) year or more shall be entitled, upon one (1) weeks' notice to his/her Employer, to take one (1) day off in each calendar year at straight-time pay to visit the office of any one of the 32BJ Benefit Funds for the purpose of conducting business at the Benefit Funds office or to visit an employee's personal physician.

Such employee shall receive an additional one (1) day off with pay to visit the Benefit Fund office if the office requires such a visit or to visit the employee's personal physician's office if such a visit is requested. If the additional day is to visit a personal physician, the Employer can request, and the employee must provide a HIPAA compliant release (to be developed by the Health Fund) sufficient to provide proof that the employee visited the personal physician at the physician's request for this additional one (1) day.

To receive payment for such day(s), the employee shall exhibit a signed statement from the benefit fund office or their personal physician. In the event that an employee chooses to visit any one of the benefit fund offices after having used up his/her entitlement pursuant to the above two paragraphs, he/she may use any of his sick days for that purpose.

38. AUTOMATION EMPLOYMENT POOL. The Employer and the Union will cooperate with the industry Automation Employment Pool committees. Whenever practicable, preference in hiring will be given to qualified employees represented by the Union with long service who have lost their jobs because of technological advances including conversion to automatic elevators, at a time when they are approaching the age and service requirements to become eligible for pension benefits. The Employer will advise the Union of any job openings. The committee shall also consider the institution of plans to provide training of employees to improve their skills and to enter into employment in the industry.

39. DEATH OF EMPLOYEE. If an employee dies after becoming entitled to, but before receiving, any wage or pay hereunder, it shall be paid to his/her estate, or pursuant to Section 1310 of the New York Surrogate's Court Procedure Act, unless otherwise provided herein. This shall not apply to benefits under Section 47, where the rules and regulations of the Health, Pension, Legal, Training and SRSF Funds shall govern.

40. GOVERNMENT DECREE. There is presently in effect an agreement between the Union and the RAB covering commercial buildings in the City of New York which provides that if because of legislation, governmental decree or order, any increase or benefit herein provided is in any way blocked, frustrated, impeded or diminished, the Union may upon ten (10) days' notice require negotiation with the RAB to take such measures and reach such revisions in the contract as may legally provide substitute benefits and improvements for the employees at no greater cost to the Employer. The employees hereto agree that any terms or provisions which may be negotiated between the Union and the RAB as a result of any such renegotiation shall be fully binding upon the parties hereto upon the same terms and effective date(s) as between the Union and RAB.

In the event that any provision of this contract requires approval of any governmental agency, the Employer shall cooperate with the Union with respect thereto.

41. WEATHER CONDITIONS. Where extreme cold or hot weather causes hardship to the employees in the performance of their normal duties, the Union has the right to request the Employer to revise work schedules so as to give employees such advantage of retained heat or cold as may be compatible with the efficient operation of the building.

42. COMMON DISASTER. There shall be no loss of pay as a result of any Act of God or common disaster causing the shutdown of all or virtually all public transportation in the City of New York, making it impossible for employees to report for work, or where the Mayor of the City of New York or the Governor of the State of New York directs the citizens of the City not to report to work. The Employer shall not be liable for loss of pay for more than the first full day affected by such Act of God or common disaster. Employees necessary to maintain the safety or security of the building shall be paid only if they have no

reasonable way to report to work and employees refusing the Employer's offer of alternate transportation shall not qualify for such pay. The term "public transportation" as used herein shall include subways and buses.

43. LIE DETECTOR. The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

44. CUSPIDORS. Employees will not be required to clean cuspidors.

45. DISABILITY BENEFITS & UNEMPLOYMENT INSURANCE.

(a) The Employer shall cover its employees so that they shall receive maximum weekly cash benefits provided under the New York State Disability Benefits Law on a noncontributory basis, and also under the New York State Unemployment Insurance Law, whether or not such coverages are mandatory. Failure to so cover employees makes the Employer liable to an employee for all loss of benefits and insurance.

(b) The Employer will cooperate with employees in processing their claims and shall supply all necessary forms, properly addressed, and shall post adequate notice of places for filing claims.

(c) If an employee informs the Employer that he/she is requesting workers' compensation benefits, then no sick leave shall be paid to such employee unless he/she specifically requests in writing payment of such leave. If an employee informs the Employer he/she is requesting disability benefits, then only five days' sick leave shall be paid to such employee (if he/she has that amount unused) unless he specifically requests in writing payment of additional available sick leave.

(d) Any employee required to attend his Workers' Compensation hearing shall be paid for his regularly scheduled hours during such attendance.

(e) Any cost incurred by the Union to enforce the provisions of this article shall be borne by the Employer.

(f) The Parties agree to establish a committee under the auspices of the Building Service 32BJ Health Fund to investigate and report on the feasibility of self-insuring disability and unemployment benefits.

46. SICKNESS BENEFITS.

(a) Any regular employee with at least one (1) year of service (as defined in Section d below) in the building or with the same Employer shall receive in a calendar year from the Employer ten (10) paid sick days for bona fide illness.

Any employee entitled to sickness benefits shall be allowed five (5) single days of paid sick leave per year taken in single days. The remaining five (5) days of paid sick leave may be paid either for illnesses of more than one (1) day's duration or may be counted as unused sick leave days.

The employee shall receive the above sick pay whether or not such illness is covered by New York State Disability Benefits Law or the New York State Workers' Compensation Act; however, there shall be no pyramiding or duplication of Disability Benefits and/or Workers' Compensation Benefits with sick pay.

(b) An employee absent from duty due to illness only on a scheduled workday immediately before and/or only on the scheduled workday immediately after a holiday shall not be eligible for sick pay for said absent workday or workdays.

(c) Employees who have continued employment to the end of the calendar year and have not used all sickness benefits shall be paid, in the succeeding January, one full day's pay for each unused sick day.

Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$125.00 in addition to payment of the unused sick days. For the purpose of this provision, perfect attendance shall mean that the employee has not used any sick days, except that any sick day or unpaid leave that qualifies under the Family and Medical Leave Act shall not be considered in determining perfect attendance.

If an Employer fails to pay an employee before the end of February, then such Employer shall pay one additional day's pay unless the Employer challenges the entitlement or amount due.

(d) For the purpose of this Section, one (1) year's employment shall be reached on the anniversary date of employment. Employees who complete one (1) year of service after January 1 shall receive a pro-rata share of sickness benefits for the balance of the calendar year.

A "regular" employee shall be defined as one who is a full-or part-time employee employed on a regular schedule. Those employed less than forty (40) hours a week on a regular basis shall receive a pro rata portion of sickness benefits provided herein computed on a forty (40) hour workweek.

(e) All payments set forth in this Article are voluntarily assumed by the Employer, in consideration of concessions made by the Union with respect to various other provisions, of this Agreement, and any such payment shall be deemed to be a voluntary contribution or aid within the meaning of any applicable statutory provisions.

(f) The parties agree that on an annual basis the paid leave benefits provided regular employees under this Agreement are comparable to or better than those provided under the New York City Earned Sick Time Act, N.Y.C. Admin. Code § 20-911 et seq. Therefore, the provisions of that Act are hereby waived.

47. HEALTH, PENSION, TRAINING, LEGAL & SUPPLEMENTAL RETIREMENT AND SAVINGS FUNDS

A. Health Fund

1. The Employer shall make contributions to a health trust fund, known as the "Building Service 32BJ Health Fund," to cover employees covered by this Agreement who work more than two (2) days per week with such health benefits as may be determined by the Trustees of the Fund. The Employer may, unless rejected by the Trustees, upon execution of a participation agreement in the form acceptable by the Trustees, cover such other of his employees as he/she may elect, and provided such coverage is in compliance with law and the Trust Agreement.

Employees who are on workers' compensation or who are receiving statutory short term disability benefits or Building Service 32BJ long term disability benefits, or a Building Service 32BJ disability pension, shall be covered by the Health Fund without employer contributions until they may be covered by Medicare or thirty (30) months from the date of disability, whichever is earlier.

In no event shall any employee who was previously covered for health benefits lose such coverage as a result of a change or elimination of the Health Fund provision extending coverage for disability. In the event the provision extending coverage for disability is discontinued for any reason, the Employer shall be obligated to make contributions for the duration of the period that would have otherwise been available.

2. Effective January 1, 2016, the rate of contribution to the Health Fund shall be \$16,448.24 per year for each covered employee, payable when and how the Trustees determine.

3. Effective January 1, 2017, the rate of contribution to the Health Fund shall be \$17,446.64 per year for each covered employee.

4. Effective January 1, 2018, the rate of contribution to the Health Fund shall be \$18,494.44 per year for each covered employee.

5. Effective January 1, 2019, the rate of contribution to the Health Fund shall be \$19,790.80 per year for each covered employee.

6. Any Employer who becomes party to this Agreement and who has a plan in effect prior to the effective date of this Agreement, which provides health benefits, the equivalent of or better than, the benefits provided for herein, and the cost of which to the Employer is at least as great, may upon the agreement of the Union cover his/her employees under his/her existing plan in lieu of this Fund. If any future applicable legislation is enacted, there shall be no duplication or cumulation of coverage and the parties will negotiate such changes as may be required by law.

7. If during the term of this Agreement, the Trustees find the payment provided herein is insufficient to maintain benefits and adequate reserves for such benefits, they shall require the parties to increase the amounts needed to maintain such benefits and reserves. In the event the Trustees are unable to reach agreement on the amount required to maintain benefits and reserves, the matter shall be referred to arbitration pursuant to the deadlock provisions of the Fund's Agreement and Declaration of Trust. The preceding maintenance of benefits provision shall be suspended for the life of this Agreement.

8. The RAB and the Union have agreed that if there is governmental health care reform mandating payment, in full or part, by a contributing Employer for some or all of the benefits already provided for in the Health Fund to participants, the parties shall meet to discuss what ameliorative steps, if any, might be appropriate to minimize any adverse impact on the Health Fund, its participants and Employers.

B. Pension Fund

1. The Employer shall make contributions to a pension trust known as the "Building Service 32BJ Pension Fund" to cover bargaining unit employees who are regularly employed twenty (20) or more hours per week, including paid time off. The Employer shall also make contributions on behalf of other bargaining unit employees to the extent that such employees work a sufficient number of hours to require benefit accrual pursuant to Section 204 of ERISA.

Employees unable to work and who are on statutory short term disability benefits or workers' compensation shall continue to accrue pension credits without employer contributions during the periods of disability up to six (6) months or the period of disability, whichever is earlier.

2. Effective January 1, 2016, the rate of contribution to the Pension Fund shall be \$102.75 per week for each covered employee, payable when and how the Trustees determine.

3. Effective January 1, 2017, the rate of contribution to the Pension Fund shall be \$106.75 per week for each covered employee.

4. Effective January 1, 2018, the rate of contribution to the Pension Fund shall be \$110.75 per week for each covered employee.

5. Effective January 1, 2019, the rate of contribution to the Pension Fund shall be \$114.75 per week for each covered employee.

The parties agree that the foregoing contribution requirements for the Pension Fund are consistent with the contribution rate schedules required by the Pension Fund's rehabilitation plan under Section 432 of the Internal Revenue Code.

6. Any Employer who becomes a party to this Agreement and who immediately prior thereto, has a pension plan in effect which provides benefits equivalent to or better than the benefits provided herein, may, upon agreement with the Union (and RAB) cover his employees under his existing plan in lieu of this Fund and be relieved of the obligation to make contributions to the Fund for the period of such other coverage.

7. If the Employer has an existing plan as referred to above, it shall not discontinue or reduce benefits without prior Union consent and the existing plan shall remain obligated to the employee(s) for whatever benefits they may be entitled.

8. In no event shall the Trustees or any of them, the Union or the Employer, directly or indirectly, by reason of this Agreement, be understood to consent to the extinguishment, change or diminution of any legal rights, vested or otherwise, that anyone may have in the continuation in existing form of any such Employer pension plan, and the Trustees or any of them, the Union and the Employer, shall be held harmless by an Employer against any action brought by anyone covered under such Employer's plan asserting a claim based upon anything done pursuant to Section 6 of this Article. Notice of the pendency of any such action shall be given the Employer who may defend the action on behalf of the indemnitee.

9. The parties agree that if there are new governmental regulations issued that implement the excise tax provisions of the Pension Protection Act (PPA), or there is further governmental reform relating to the funding of pension funds, the parties shall meet to discuss what steps, if any, might be appropriate to ameliorate and adverse impact on the Funds, its participants and employers.

To the extent that the Employer, with respect to employees covered by this Agreement, becomes subject to an automatic employer surcharge or any excise tax, penalty, fee increased contribution rate or other amount relating to the funding of the Pension Fund (but not including interest, liquidated damages, or other amounts owed as a consequence of failing to make timely remittance of contributions to the Pension Fund) under Sections 412 or 432 of the Internal Revenue Code then the parties agree that the required contributions to the Health Fund, Training Fund and/or Legal Services Fund shall be reduced dollar for dollar by the aggregate amount of any additional contribution and/or surcharge amounts, excise taxes, penalties, fees or other amounts that such employer is required to pay, as provided in this subsection. Unless a different allocation among the Funds is agreed upon in

advance of any applicable due date for such contributions by the Presidents of the RAB and Local 32BJ, such amount shall be allocated solely from the Health Fund.

C. Training, Scholarship and Safety Fund

1. The Employer shall make contributions to a training and scholarship trust fund known as the "Thomas Shortman Training, Scholarship and Safety Fund" to cover employees covered by this Agreement who work more than two (2) days per week, with such benefits as may be determined by the Trustees.

2. Effective January 1, 2016, the rate of contribution to the Thomas Shortman Training, Scholarship and Safety Fund shall be \$169.60 per year for each covered employee, payable when and how the Trustees determine.

D. Group Prepaid Legal Plan

1. The Employer shall make contributions to a prepaid legal services trust fund known as the "Building Service 32BJ Legal Services Fund" to cover employees covered by this Agreement who work more than two (2) days per week, with such benefits as may be determined by the Trustees.

2. Effective January 1, 2016, the rate of contribution to the Legal Fund shall be \$199.60 per year for each covered employee, payable when and how the Trustees determine.

E. Supplemental Retirement and Savings Fund

1. The Employer shall make contributions to a trust fund known as the "Building Service 32BJ Supplemental Retirement and Savings Fund" to cover bargaining unit employees who are regularly employed twenty (20) or more hours per week, including paid time off, with employer contributions as hereinafter provided and tax exempt employee wage deferrals as provided by the Plan and/or Plan Rules. Employer contributions for other bargaining unit employees shall also be required for each week in which they work twenty (20) or more hours, including paid time off.

2. Effective January 1, 2016, the rate of contribution to the Supplemental Retirement and Savings Fund shall be \$13.00 per week per covered employee, payable in the Fund when and how the Trustees determine.

F. Provisions Applicable to All Funds

1. If the Employer fails to make required reports or payments to the Funds, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Funds' Trust Agreements, and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees, and court costs.

Any Employer regularly or consistently delinquent in Health, Pension, Legal, Training or Supplemental Retirement and Savings Fund payments may be required, at the option of the Trustees of the Funds to provide the appropriate Trust Fund with security guaranteeing prompt payment of such payments.

2. By agreeing to make the required payments into the Funds, the Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees of each Fund in connection with the provision and administration of benefits and the collection of contributions. The Trustees of the Funds shall make such amendments to the Trust Agreements, and shall adopt such regulations, as may be required to conform to applicable law, and which shall in any case provide that employees whose work comes within the jurisdiction of the Union (which shall not be considered to include anyone in an important managerial position) may only be covered for benefits if the building in which they are employed has a collective bargaining agreement with the Union. Any dispute about the Union's jurisdiction shall be settled by the Arbitrator if the parties cannot agree.

3. There shall be no Employer contributions to the Funds on behalf of employees during their first ninety (90) days, except as provided in Section 11(c) above, with respect to the Building Service Pension and Supplemental Retirement and Savings Funds.

4. There is presently an Agreement between the Union and the RAB which provides that the Presidents of the RAB and Union may determine, in their discretion and upon mutual consent, prior to the beginning of the contract years January 1, 2016,

55. COMPLETE AGREEMENT. This Agreement constitutes the full understanding between the parties and, except as they may otherwise agree, there shall be no demand by either party for the negotiation or renegotiation of any matter covered or not covered by the provisions hereof.

EMPLOYER:

AMALGAMATED BANK
275 SEVENTH AVE.
NEW YORK, NY 10001

Employer Entity Name (Please Print Clearly)

Address-Line 1

Address-Line 2

Telephone

212-895-4354

By: _____

Signature



Toni-Ann M. Sforza
Senior Vice President
Director of Human Resources

As Agent for AMALGAMATED BANK OF NEW YORK
OWNER ENTITY

Dated: _____, 2016

March 7

SERVICE EMPLOYEES INTERNATIONAL

UNION LOCAL 32BJ

25 West 18th Street
New York, New York 10011
Tel. No. (212) 388-3800

By: _____

Date: _____

ARTICLE X - continued

SECTION 54 – Superintendents

SUBSECTION I – Wages and Hours

1. (a) Effective January 1, 2016, Superintendents covered by this Agreement shall receive a \$32.00 weekly wage increase, and the minimum weekly wage shall then be \$ _____.

(b) Effective January 1, 2017, Superintendents covered hereunder shall receive a weekly wage increase of \$28.00.

(c) Effective January 1, 2018, Superintendents covered hereunder shall receive a weekly wage increase of \$28.00.

(d) Effective January 1, 2019, Superintendents covered hereunder shall receive a weekly wage increase of \$35.00.

Minimum wage rates shall be increased accordingly to reflect the above increases.

(e) Cost-of-living increases, if any, granted to employees under Article IX of this Agreement shall be granted to the Superintendents in the same amount and on the same effective date.

2. (a) The Superintendent shall be entitled to two (2) days off in each workweek, one of which shall be Sunday, and any work performed on either of those days shall be paid for at the rate of time and one-half the regular straight-time rate for all hours worked.

(b) Saturday shall continue to be a premium day, and any work performed on this day shall be paid for at the rate of time and one-half the regular straight-time rate of pay.

SUBSECTION II – Working Conditions

1. Any replacement Superintendent shall receive the contract wage, except where it includes extra pay attributable to years of service, special competence or special considerations beyond job requirements.

2. The Superintendent shall not be required to: (a) renew cables on elevators or build block or hollow tile walls; (b) run elevators except during relief period, lunch period, and emergencies and except that in any building employing three or less employees during the daytime, exclusive of the superintendent, the superintendent in such buildings shall do all the duties which he/she has heretofore been accustomed to do; (c) do any porter work except in a building employing three employees or less during the daytime, exclusive of the superintendent, in which case he/she should continue to do work he/she has heretofore performed; (d) perform work on a scaffold that is not directly over a roof, setback, or within the building; (e) perform work on the inside of any fuel oil, pressure or hermetically sealed tank, (f) build cutting tables, machine stands, or dress racks; or (g) do any work that conflicts with State, Federal, or Municipal laws.

3. The Superintendent shall not be penalized or discriminated against for attending arbitrations, hearings or meetings, but this privilege shall not be construed so as to interfere with the orderly operations of the building.

4. There may be added to the duties of the Superintendent more or less miscellaneous and relief work for which his/her additional compensation distinguishes him/her from other classes of workers on the premises, subject to the grievance and arbitration procedures provided herein.

5. The Arbitrator may consider exceptional cases in which the Union claims that excessive work or the utilization of unique skills or painting is required of the Superintendent and may relieve the Superintendent of, or require additional compensation for, such excessive work.

6. No Superintendent leaving his/her position of his/her own accord shall be entitled to accrued vacation allowance unless he/she has given the Employer at least thirty (30) days' written termination notice.

7. The Union may question the propriety of the termination of the Superintendent's services and demand his/her reinstatement to his/her job or severance pay, if any, as the case may be, by filing a grievance under Article V of this Agreement. The Arbitrator shall give due consideration to the Superintendent's management responsibilities and to the need for cooperation between the Superintendent and the Employer.

8. No provision of this Agreement shall be so construed as to reduce the wages or lower the rate of pay of the Superintendent, or to lower or worsen the terms or conditions of his/her employment. This provision shall not be construed as to in any way prevent the exercise by the Employer of its normal management prerogatives to make changes in equipment, schedules, shifts, number of employees and duties necessary and incident to the operation, maintenance and servicing of the building not inconsistent with the letter or the spirit of any other specific provision of this Agreement.

9. The provisions of this Agreement applicable to Superintendents shall expire January 31, 2020.

10. Wherever a conflict may exist between the 2016 Independent Office Agreement and terms of this Article and Section, the terms of this Article and Section shall prevail.

EXHIBIT 10.7 TO FORM 10

Form of Side Letter

_____, 2018

Re: Amalgamated Bank

Ladies and Gentlemen:

Reference is made to that certain Investor Rights Agreement, dated as April 11, 2012, by and among Amalgamated Bank, a New York bank (the “Bank”), and the various stockholders party thereto (the “Investor Rights Agreement”). In connection with the termination of the Investor Rights Agreement by its terms on the date hereof due to the occurrence of a Qualifying Registration Event (as defined in the Investor Rights Agreement and that certain Registration Rights Agreement, dated as of April 11, 2012, by and among the Bank and the stockholders named therein (the “Registration Rights Agreement”), the Bank and _____ (“Investor”) are contemporaneously entering into this agreement (this “Side Letter Agreement”) and, as such, the parties hereto acknowledge and agree that this Side Letter Agreement shall remain in full force and effect notwithstanding the termination of the Investor Rights Agreement and the continuing effectiveness of the Registration Rights Agreement.

The Bank and Investor hereby agree as follows:

1. Appointment of a Director

(a) The Bank hereby agrees that, from and after the date hereof, for so long as Investor and its Affiliates (as defined in the Registration Rights Agreement) own in the aggregate at least 5.0% of the Bank’s Class A Common Stock then outstanding (the “Minimum Ownership Interest”), the Bank shall take all requisite corporation action with respect to the nomination of one individual designated by Investor (the “Investor Nominee”) for service on the Board of Directors of the Bank (the “Board”), subject in each case, to satisfaction of all applicable legal and governance requirements regarding service as a director of the Bank.

(b) The Investor Nominee shall hold office until the earlier of (x) a Vacancy Event (as defined below) with respect to such Investor Nominee and (y) the election of a Replacement Investor Nominee in accordance with the provisions of Section 1(e).

(c) The Bank agrees to use commercially reasonable efforts to cause each person nominated pursuant to and in accordance with this Section 1 to be elected to the Board (including but not limited to, (i) causing the Board to appoint such nominee to the Board, (ii) recommending such nominee to its stockholders at the Bank’s annual meeting and (iii) soliciting proxies for such nominee).

(d) Investor shall, and shall cause any Investor Nominee, promptly to provide to the Bank all information concerning an Investor Nominee that is reasonably necessary to submit any notice or application required by any governmental entity in connection with the appointment or election of such Investor Nominee to the Board; *provided, however*, that Investor and the Investor Nominee shall not be required to furnish the Bank with any sensitive personal biographical or personal financial information of the Investor Nominee so long as Investor or Investor Nominee, as the case may be, will furnish directly to the applicable governmental entity such information and will confirm such submission in writing to the Bank.

(e) Investor shall have the exclusive right to nominate the replacement for an Investor Nominee (a "Replacement Investor Nominee") upon the death, disability, resignation, retirement, disqualification, removal or otherwise (each a "Vacancy Event") of the Investor Nominee (except vacancies arising pursuant to Section 1(f)). Subject to receipt of any necessary regulatory approvals, the Bank agrees to use its reasonable best efforts to cause any Replacement Investor Nominee to be elected to the Board as soon as practicable following the occurrence of a Vacancy Event with respect to an Investor Nominee (including, but not limited to, (i) causing the Board to elect such Replacement Investor Nominee to fill the vacancy resulting from such Vacancy Event, (ii) recommending that the stockholders vote in favor of such Investor Nominee at each subsequent annual meeting, and (iii) soliciting proxies for the election of such Replacement Investor Nominee).

(f) If, at any time subsequent to the date of this Side Letter Agreement, Investor and its Affiliates in the aggregate no longer own a Minimum Ownership Interest, Investor shall (i) have no further rights under this Section 1; (ii) promptly notify the Bank that Investor and its Affiliates no longer own a Minimum Ownership Interest and (iii) use its reasonable best efforts to the Investor Nominee to immediately resign from the Board.

2. Expenses. The Bank shall reimburse the Investor Nominee for his or her reasonable out-of-pocket expenses incurred by the Investor Nominee in connection with attending regular and special meetings of (i) the Board and any committee thereof and (ii) the board of directors of any Subsidiary of the Bank and any committee thereof.

3. Voting. Except as provided in the Bylaws of the Bank, either (i) the approval by a vote of at least a majority of the entire Board or (ii) the written consent of all of the directors shall be required for all actions requiring approval of the Board; *provided that*, if, at the time of the meeting for the taking of such vote or at the time of the taking of any such action by written consent, there is a vacancy on the Board and a Replacement Investor Nominee has been nominated to fill such vacancy pursuant to Section 1(e), the first order of business to be conducted at such meeting or pursuant to such consent shall be to fill such vacancy by appointing such Replacement Investor Nominee, provided that any required regulatory approvals shall have been obtained in order for such appointment to be effective. For the avoidance of doubt and unless otherwise required under applicable law, unanimous written consent of the Board shall only require the written consent of the directors then in office; *provided that* if there is a vacancy with respect to an Investor Nominee, notice of any Board meeting (other than a regularly scheduled Board meeting) or action to be taken by written consent must be provided to Investor at least ten (10) business days prior thereto and Investor shall have the ability to nominate a Replacement Investor Nominee to fill such vacancy and, *provided that* any required regulatory

approvals shall have been obtained, the first order of business to be conducted at such meeting or pursuant to such consent shall be to fill such vacancy by appointing such Replacement Investor Nominee prior to any other action or before such written consent of the Board shall be effective.

4. Information

(a) The Investor Nominee shall have the right to receive from the Bank as promptly as reasonably practicable such information with respect to the Bank or any of its subsidiaries as the Investor Nominee reasonably requests, including (i) as soon as practicable and, in any event, within sixty (60) days after the beginning of each fiscal year, the Bank's annual operating budget for such fiscal year, (ii) promptly following the preparation thereof, a copy of any revisions to the annual operating budget delivered pursuant to the preceding clause (i); and (iii) as soon as practicable, and in any event within twenty (20) days after the end of each month, the monthly management reporting packages of the Bank and, to the extent the following items are not included in the monthly management reporting packages, the unaudited consolidated balance sheet of the Bank and its subsidiaries as at the end of such month and the related unaudited statement of operations and cash flow for such month, and for the portion of the fiscal year then ended, in each case prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied, setting forth in comparative form the figures for the corresponding month and portion of the previous fiscal year, and the figures for the corresponding month and portion of the then current fiscal year as in the Bank's annual operating budget. Subject to Section 6 and Sections 4.2(b)-(e), the Investor Nominee shall be allowed to share any information received pursuant to this Section 4(a) with Investor and its Affiliates to the fullest extent permitted under applicable Law.

(b) The Bank shall maintain, at its principal place of business, separate books of account for the Bank that shall show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all income derived in connection with the operation of the Bank's business in accordance with GAAP consistently applied. Such books of account shall at all times be maintained at the principal place of business of the Bank and shall be open to inspection and examination at reasonable times and upon reasonable notice by Investor and its duly authorized representative for any purpose reasonably related to the Investor's stockholdings in the Bank.

(c) At any time during which the Bank is not required to file annual, quarterly and periodic reports with the FDIC pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"), the Bank will furnish to the Investor, as soon as practicable, but in any event within one hundred twenty (120) calendar days after the end of each fiscal year of the Bank, (i) a consolidated balance sheet of the Bank and its Subsidiaries as of the end of such fiscal year and statements of operations, changes in capital and a statement of cash flows for such fiscal year, such year-end financial reports to be prepared in accordance with GAAP consistently applied and audited and certified by independent public accountants of nationally recognized standing selected by the Bank, together with a comparison of the figures in such financial statements with the figures for the previous fiscal year and the figures in the Bank's annual operating budget and (ii) any management letters or other similar correspondence from such accountants.

(d) At any time during which the Bank is not required to file annual, quarterly and periodic reports with the FDIC pursuant to Section 13 or 15(d) of the Exchange Act, the Bank will furnish to Investor, as soon as practicable, but in any event within forty-five (45) calendar days after the end of each of the first three (3) quarters of each fiscal year of the Bank, an unaudited consolidated balance sheet of the Bank and its Subsidiaries as of the end of such fiscal quarter and statements of operations, changes in capital and a statement of cash flows for such fiscal quarter, in each case prepared in accordance with GAAP consistently applied.

(e) On an ongoing basis, the Bank shall provide Investor with such business plans, projections and other financial and operating information reports (and any material revisions or updates to the foregoing) prepared by the Bank in the usual and ordinary course.

Notwithstanding anything to the contrary contained herein, none of Investor or any directors, officers, employees, agents, general or limited partners, managers, members, fiduciaries, stockholders, representatives or Affiliates of Investor shall receive any information about, be present for any discussion concerning, discuss state or local political contributions or advisory services business with the board or staff of, or otherwise be involved in any capacity with the operations, management or oversight of, Amalgamated Bank NY PAC.

5. Insurance. The Bank shall maintain directors' and officers' liability insurance and fiduciary liability insurance with insurers of recognized financial responsibility in such amounts as the Board determines to be prudent and customary for the Bank's business and operations.

6. Confidentiality

(a) Investor shall, and shall cause each of its Affiliates to, maintain in confidence and not use in any way other than in connection with evaluating and monitoring its investment in the Bank, any nonpublic or confidential proprietary information furnished to it by or on behalf of the Bank, or any of its subsidiaries or any other stockholder or their respective Affiliates, except that such information may be disclosed to:

(i) Investor's directors, officers, employees, agents, general or limited partners, managers, members, fiduciaries, stockholders, representatives or Affiliates of any of the foregoing or to any financial institution providing credit to Investor or its Affiliates or to any financing source or potential financing source of Investor or its Affiliates; provided that Investor shall be responsible for any use or disclosure of such confidential information by such persons that would constitute a breach of this Section 6;

(ii) the extent required by applicable law (including complying with any oral or written questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process to which Investor is subject, provided that Investor gives the Bank prompt notice of such request(s), to the extent practicable, so that the Bank may seek an appropriate protective order or similar relief (and Investor shall cooperate (at the expense of the Bank) with such efforts by the Bank, and shall in any event make only the minimum disclosure required by applicable law);

(iii) any governmental entity with jurisdiction over Investor or any of its Affiliates or any rating agency in connection with or relating to any securities of Investor

or any of its Affiliates which are rated by such rating agency, as long as such governmental entity or rating agency is advised of the confidential nature of such information (and, in the case of a rating agency, expressly agrees to maintain the confidentiality of such information); or

(iv) another stockholder (or Affiliate thereof) who has a contractual right to designate a director of the Bank.

(c) All information provided under this Side Letter Agreement shall be subject to this Section 6 and shall be deemed confidential; provided, however, that information shall not be deemed confidential if (i) at the time of disclosure, such information is generally available to the public (other than as a result of a disclosure directly by the recipient or any of its representatives in violation of this Section 6), (ii) such information was available to the recipient on a non-confidential basis from a source that was not, at the time of disclosure, prohibited from disclosing such information to the recipient by a contractual, legal or fiduciary obligation, or (iii) such information is known to the recipient prior to or independently of its relationship with the party providing such information. Investor shall be liable for breaches of this Section 6 by any person to whom it has disclosed confidential information in accordance with Section 6(a)(i) above, unless such person to whom it has disclosed confidential information has executed a confidentiality agreement with the Bank, pursuant to which such Person has agreed to keep such information confidential in accordance with this Section 6 or in accordance with other confidentiality restrictions with respect to such information that are at least as restrictive as those contained herein.

(d) Notwithstanding anything herein to the contrary, from time to time directors of the Bank may receive certain highly confidential information regarding (i) the compensation of specific individuals (as opposed to general employee compensation information) by the Bank and/or the Bank's subsidiaries, (ii) the pricing of products and services of the Bank and/or the Bank's subsidiaries, or (iii) identifying or other similar information (*e.g.*, names, addresses, tax identification numbers and contact information) related to customers of the Bank and/or the Bank's subsidiaries, in each case that is not provided directly to Investor and is designated as "Directors Only" information by the Chief Executive Officer of the Bank. The Investor Nominee shall not disclose such information to any other person (other than (x) as may be required by applicable law, or (y) to their legal advisors for the purpose of seeking legal advice) unless they have first obtained the consent of the designating Chief Executive Officer, such consent not to be unreasonably withheld.

7. Indemnification Agreements. The Investor Nominee shall have the option to enter into an indemnification agreement with the Bank, substantially in the form attached as an Exhibit hereto.

8. ERISA Matters. Subject to the Bank's reasonable restriction on the use and disclosure of information and the Bank's right to limit such disclosure to comply with applicable Laws and to protect any attorney-client privilege, subject to Section 6, and without limitation or prejudice of any of the rights provided to the Investor under this Agreement, Investor and, at the written request of Investor, each Affiliate of Investor that indirectly has an interest in the Bank's securities through Investor, in each case that is intended to qualify as a "venture capital operating

company” (a “VCOC”) as defined in the U.S. Department of Labor Regulations codified at 29 C.F.R. Section 2510.3-101 (each, a “VCOC Investor”), will have customary and appropriate VCOC rights relating to inspection, information, and consultation with respect to the Bank (including customary consultation, inspection and access rights at mutually agreeable times (but not more frequently than quarterly), and rights to receive written materials prepared for distribution to members of the Board at the regularly scheduled Board meetings (“Board Papers”), *provided, however*, that the Bank reserves the right to exclude a VCOC Investor from access to any Board Papers or meeting or portion thereof if the Bank believes that such exclusion is reasonably necessary to preserve the attorney-client privilege, to protect confidential proprietary information, to comply with regulatory restrictions, or for other similar reasons), and the right to audited and unaudited financial statements; *provided, however*, that the Bank shall be under no obligation to provide a VCOC Investor with any material non-public information with respect to future corporate actions, and provided further that nothing herein shall entitle more than one Affiliate of Investor to the rights under this Section 8 without the consent of the Bank. The Bank agrees to consider, in good faith, the recommendations of a VCOC Investor or its designated representative in connection with the matters on which it is consulted as described above, recognizing that the ultimate discretion with respect to all such matters shall be retained by the Bank. The right of any person to receive information or access hereunder shall be subject to such person executing a customary confidentiality agreement in favor of the Bank and Investor shall, in addition to the person executing such agreement, be responsible for any breach thereof.

9. Corporate Opportunities

(a) Investor may engage in or possess an interest in other business ventures of any nature or description, independently or with others, similar or dissimilar to the business of the Bank or any subsidiary thereof, and the Bank, any subsidiary thereof, the directors of the Bank, the directors of any subsidiary of the Bank and the other stockholders shall have no rights by virtue of this Agreement in and to such ventures or the income or profits derived therefrom, and the pursuit of any such venture, even if competitive with the business of the Bank, shall not be deemed wrongful or improper.

(b) Except as otherwise provided below, neither Investor nor any of its directors, principals, officers, members, limited or general partners, fiduciaries, managers, employees and/or other representatives or its or their Affiliates or its Investor Nominee shall be obligated to refer or present any particular business opportunity to the Bank or any subsidiary thereof even if such opportunity is of a character that, if referred or presented to the Bank or any subsidiary thereof, could be taken by the Bank or any subsidiary thereof, and Investor or any of its Affiliates shall have the right to take for its own account (individually or as a partner, investor, member, participant or fiduciary) or to recommend to others such particular opportunity.

(c) In the event that an Investor Nominee who is also a director, officer or employee of Investor acquires knowledge of a potential transaction or other matter which may be a corporate or business opportunity for both the Bank and Investor, the Investor Nominee shall have fully satisfied and fulfilled the fiduciary duty of the Investor Nominee as a director of the Bank to the Bank and its stockholders with respect to such corporate or other business

opportunity, if the Investor Nominee acts in a manner consistent with the following policy: A business or corporate opportunity offered to any person who is a director but not an officer of the Bank and who is a director, officer, employee, partner, member or stockholder of Investor or its Affiliates shall belong to the Bank only if such opportunity is expressly offered to such person in his or her capacity as a director of the Bank, and otherwise shall belong to Investor.

(d) Notwithstanding Sections 9(b) and (c), if a particular opportunity is expressly presented by a third party to the Investor Nominee or, to the actual knowledge of the Investor Nominee, to Investor as an opportunity specifically for the Bank or any of the Bank's subsidiaries, such opportunity shall be presented to the Board, and if both (x) the Bank or any Bank subsidiary, and (y) the Investor Nominee or, to the actual knowledge of the Investor Nominee, Investor pursues such opportunity, Investor and the Investor Nominee shall have no right to participate in any vote or consent or deliberations of the Board or its stockholders, as the case may be, with respect to such opportunity.

No act or omission by Investor or any of its Affiliates in accordance with this Section 9 shall be considered contrary to (i) any fiduciary duty that Investor or any of its Affiliates may owe to the Bank or any of its subsidiaries or to any other stockholder by reason of Investor being a stockholder of the Bank, or (ii) any fiduciary duty the Investor Nominee who is also a director, officer or employee of Investor or any of its Affiliates to the Bank or any of its subsidiaries, or to any stockholder thereof.

10. Governing Law. This Side Letter Agreement and all acts and transactions pursuant hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York without giving effect to principles of conflicts of laws.

11. Counterparts. This Side Letter Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, with the same effect as if all parties had signed the same document. All such counterparts will be deemed an original, will be construed together and will constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Side Letter Agreement as of the date first above written.

AMALGAMATED BANK

By: _____
Name: _____
Title: _____

Agreed and acknowledged as of the date first above written:

By: _____
Name: _____
Title: _____

EXHIBIT 10.8 TO FORM 10

CRF Retirement Plan Document

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
CONSOLIDATED RETIREMENT PLAN**

The undersigned, Administrator of the Consolidated Retirement Fund (the "Fund") hereby certifies that the Board of Trustees (the "Board") of the Fund adopted the following resolutions at its meeting held on December 12, 2014:

WHEREAS, the Board maintains the Consolidated Retirement Plan (the "Plan") as a qualified plan under Section 401(a) of the Internal Revenue Code of 1986, as amended;

WHEREAS, Section 12.1 of the Plan provides that the Trustees have the authority to amend the Plan, in whole or in part, at any time;

WHEREAS, the Trustees desire to amend and restate the Plan to conform to the cumulative list of changes in plan-qualification requirements as set forth in Notice 2013-84, and to incorporate administrative and conforming amendments since the issuance of the Plan's prior Internal Revenue Service favorable determination letter;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto agree as follows:

It IS HEREBY RESOLVED, that subject to the approval of the Internal Revenue Service, the Plan, substantially in the form attached hereto, be and hereby is approved and adopted in all respects, effective as of January 1, 2015; and it is further

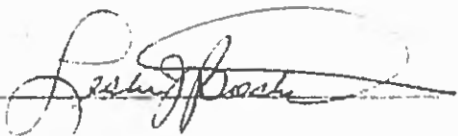
RESOLVED, that the Trustees hereby direct Counsel, Schulte Roth & Zabel LLP, to prepare and file with the Internal Revenue Service an application for a determination letter that the Plan continues to meet the qualification requirements under Section 401(a) of the Internal Revenue Code; and it is further

RESOLVED, that the Trustees and the Administrator acting on behalf of the Plan, be, and each of them hereby is, authorized, empowered and directed to execute such documents, enter into such agreements and take such steps and actions as they, together with and upon the advice of counsel, shall deem necessary, appropriate or advisable to carry out the intent and purposes of all the foregoing, such determination to be conclusively evidenced by the execution of such documents, the entry into such agreements and the taking of such steps and actions.

IN WITNESS WHEREOF, the undersigned has duly executed this instrument
this 17 day of December, 2014.

CONSOLIDATED RETIREMENT PLAN

By: _____

A handwritten signature in dark ink, appearing to read "Leslie Bostic", written over a horizontal line.

Name: Leslie Bostic

Title: Plan Administrator

CONSOLIDATED RETIREMENT PLAN

**Amendment and Restatement effective as of January 1, 2015
except as otherwise provided herein**

Foreword

This Consolidated Retirement Plan (the "Plan"), is the result of a merger of various legacy plans. The prior restatement of the Plan was effective January 1, 2009 (at which time it was known as the UNITE HERE Staff Retirement Plan).

The Plan has a core text ("Base Plan") which covers the basic operation of the Plan for all Participants, and specifies the benefit provisions applicable to UNITE HERE international union employees (and the employees of certain affiliates) hired after July 12, 2004 and UNITE international union employees (and the employees of certain affiliates) hired after January 1, 2003. The Appendices cover benefit provisions applicable to various other groups of Participants covered under the Plan, as specified in each Appendix, and override the Base Plan. Section 14 of the Plan describes the treatment of individuals who transfer between the various benefit coverage provisions under the Plan. The interpretation of the Plan shall be guided by the legal necessity to preserve certain features of the predecessor plans with respect to participants in those plans. Except as otherwise expressly provided or required by law, the intention of all of the mergers was to continue the provisions of such predecessor plans with no changes in benefit provisions. The relevant provisions of the merged plans are incorporated into the Plan by means of an Appendix specific to each merged plan. It is intended that the provisions of a relevant Appendix shall supersede any similar provision in the Base Plan and that matters not specifically addressed in an Appendix shall be governed by the provisions of the Base Plan.

The Plan was previously amended and restated effective as of January 1, 2009. The Plan is hereby amended and restated effective as of January 1, 2015 (unless otherwise noted) to reflect the provisions of the Heroes Earnings Assistance and Relief Tax Act of 2008, the Worker, Retiree, and Employer Recovery Act of 2008 and other amendments to the Plan since January 1, 2009. The Appendices applicable to specific plans that were merged into the Plan shall be effective as of the relevant merger effective date, as detailed in the relevant Appendix.

The terms and provisions of the Plan as hereinafter set forth and as it hereafter may be amended from time to time, apply only to a Participant (as hereinafter defined) who completes an Hour of Service on or after January 1, 2015 and to certain transactions under the Plan on or after such date. The rights and benefits, if any, of any other Participant shall be determined in accordance with the provisions of the Plan (or prior plan) in effect on his last day of covered employment.

The adoption of the Plan in its entirety is intended to comply with the provisions of Section 401(a) of the Internal Revenue Code and applicable regulations there under, and the adoption of the Plan is expressly conditioned upon receipt of a favorable determination letter from the Internal Revenue Service with respect to the continued qualification of the Plan as set forth in this document. When an amendment to the Base Plan is legally required to maintain the Plan's qualified status, such amendment shall apply to all Appendices as well as the Base Plan.

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Section One - Definitions

The following words and phrases as used in the Plan shall have the following meanings unless, in any case, a different meaning is required by the context. With respect to any group of Employees, if an Appendix to this Plan provides a different definition than the definition herein provided, the definition in the Appendix shall control in all cases.

- 1.1. "Accrued Benefit" shall mean a Participant's benefit payable as a single life annuity commencing on his Normal Retirement Date (or his Annuity Starting Date, if later), based on his Credited Service and Average Salary as of the date of determination in accordance with the benefit formula set forth in Section 5.1, but not less than the Participant's Accrued Benefit derived from his Accumulated Contributions.
- 1.2. "Accumulated Contributions" shall mean the aggregate of a Participant's contributions, as made in accordance with Section I-3.7 (in Appendix I, or as otherwise defined in any other Appendix), together with Credited Interest.
- 1.3. "Actuarial Equivalent" with respect to any specified annuity or benefit means, except as otherwise may be provided in the Plan, another annuity or benefit, commencing at a different date and/or payable in a different form than the specified annuity or benefit, when measured on the basis of the interest rate, mortality table and other factors, if any, applicable to such other annuity or benefit, as specified in Exhibit I as in effect at the date of commencement of such other annuity or benefit, which Exhibit I is attached hereto and made a part hereof.
- 1.4. "Actuary" means an individual who is an enrolled actuary pursuant to the provisions of the ERISA, as amended, or a firm of actuaries which has on its staff such an actuary, as appointed by the Trustees.
- 1.5. "Affiliate" means a local union or joint board affiliated with the Union, The Amalgamated Life Insurance Company, Inc., The Amalgamated Bank, Union Health Center, or any other fund which is created or exists for the benefit of the Union, its members or any corporation the majority of stock of which is held by or for the benefit of the Union, its members or a local union or joint board affiliated with the Union. Affiliate shall also mean any other company which is related to an Employer as a member of a controlled group of corporations in accordance with Section 414(b) of the Code or as a trade or business under common control in accordance with Section 414(c) of the Code, any organization which is part of an affiliated service group in accordance with Section 414(m) of the Code, or any entity required to be aggregated with an Employer in accordance with Section 414(o) of the Code and the regulations there under.
- 1.6. "Annuitant" means a Participant, Surviving Spouse or Beneficiary when he or she becomes entitled to annuity payments hereunder.
- 1.7. "Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity to a Participant or his Beneficiary, or, in the case of a benefit not

payable in the form of an annuity, the first day on which all events have occurred which entitles the Participant to such benefits.

- 1.8. "Average Salary" shall mean the average Salary rate received by a Participant during the highest consecutive ten-year period preceding severance from employment. Salary will be increased to full-time pay for periods of partial pay due to short term illnesses. For purposes of this Section, Participants who are on leave from the Employer to provide services to the Union shall have their Salary during such period of leave disregarded for purposes of computing their Average Salary. Such period during which Salary is disregarded shall be for a maximum of six months. If a Participant receives a fraction of a month of Credited Service because his scheduled number of hours of duty is less than the normally scheduled number of hours (except for periods of short-term disability), his Salary for this purpose shall be deemed to be his basic compensation rate divided by a fraction equal to the number of his scheduled hours divided by the normally scheduled number, unless such change in the normally scheduled number of hours is temporary in nature.
- 1.9. "Beneficiary" means the individual(s) or entity designated by the Participant to receive benefits under the Plan in accordance with Plan procedures. In the absence of a named Beneficiary, benefits otherwise payable from the Fund will be paid in the following order: Spouse, children, parent(s), brother(s) and sister(s), the administrator of the Participant's estate.
- 1.10. "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 1.11. "Credited Interest" means interest computed at such rate per annum on the Accumulated Contributions, compounded annually, as specified in Exhibit I hereto as in effect on the appropriate date.
- 1.12. "Credited Service" shall be used to determine a Participant's amount of retirement annuity payable under the Plan and shall be determined pursuant to Section 3.2.
- 1.13. "Effective Date" means January 1, 2015.
- 1.14. "Eligible Employee" shall mean each Employee, but excluding any Leased Employee. Employees who are eligible to participate in the Plan under the terms of any Appendix to the Plan shall be subject to the terms of such Appendix for all purposes to the extent that such Appendix has terms different than the terms of the Plan.
- 1.15. "Employee" means each individual whose relationship with an Employer or any Affiliate is, under common law, that of an employee, including a Leased Employee. For this Base Plan Employee shall include any employee of the Union general office or Affiliate who has adopted the Plan and not covered under any Appendix hereto.

However, "Employee" shall exclude any individual retained by an Employer to perform services for such Employer (for either a definite or indefinite duration) and is characterized thereby as a fee-for-service worker or independent contractor or in a similar capacity (rather than in the capacity of an employee), regardless of such individual's

status under common law, including, without limitation, any such individual who is or has been determined by a third party, including, without limitation, a government agency or board or court or arbitrator, to be an employee of an Employer for any purpose, including, without limitation, for purposes of any employee benefit plan of an Employer (including this Plan) or for purposes of federal, state or local tax withholding, employment tax or employment law.

- 1.16. "Employer" means the Union and any Affiliate that has adopted the Plan.
- 1.17. "ERISA" means the Employee Retirement Security Act of 1974, as amended.
- 1.18. "Fund" shall mean the fund or funds established under the terms of a trust agreement or agreements.
- 1.19. "Highly Compensated Employee" means a highly compensated active employee or a highly compensated former employee.
 - (i) A highly compensated active employee, for any Plan Year, is any Employee who performs service for the Employer or an affiliated company during the Plan Year, and who:
 - (A) was a 5-percent owner at any time during the Plan Year or the preceding Plan Year; or
 - (B) for the preceding Plan Year, had compensation from the Employer or such affiliated company in excess of \$80,000 (as adjusted for cost-of-living increases under Section 414(q)(1) of the Code).

If the Employer or any affiliated company elects, for any other plan, or for any plan year of such other plan that starts in the same calendar year as the Plan Year of this Plan, to identify highly compensated active employees without regard to the top paid-group requirement, or to determine whether the \$80,000 (as adjusted) threshold is met and whether an Employee is included in the top-paid group on the basis of the calendar year which begins with or in the preceding plan year, such election shall also apply to this Plan for such Plan Year.

- (ii) A highly compensated former employee, for any Plan Year, is any former Employee who:
 - (A) separated from service (or was treated as if he or she had separated from service) before the Plan Year;
 - (B) performed no service for the Employer or any affiliated company during the Plan Year; and
 - (C) was a highly compensated active employee either for his or her separation year or for any Plan Year ending on or after his or her 55th birthday.

- 1.20. "Hours of Service" shall mean each hour of which the Employee performs duties for the Employer and receives compensation and shall also include each hour for which the Employee receives compensation, either directly or indirectly, for a period during which no duties are performed (irrespective of whether the employment relationship has terminated) by reason of vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. For the purposes of crediting hours for periods during which the Employee receives compensation but performs no duties for the Employer, no more than 501 Hours of Service will be credited for any one such continuous period of non-performance of duties. Further, an Employee will be credited with an Hour of Service for each hour in which the Employee performs no duties for the Employer but for which the Employee is granted, irrespective of mitigation of damages, an award of back pay. Such Hours of Service credited in the preceding sentence shall be credited towards the period to which the back pay award pertains. The crediting of Hours of Service in this paragraph is intended to comply with Department of Labor Regulation 2530.200(b)-2(b) and (c). In the absence of Hours of Service being recorded, Hours of Service under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference.
- 1.21. "Leased Employee" shall mean any person (other than an Employee) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient (or for the recipient and related persons determined in accordance with Section 414(n)(6) of the Code) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient employer. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.
- 1.22. "Leave of Absence" shall have the meaning ascribed thereto by Section 3.7.
- 1.23. "Normal Retirement Age" means the Participant's sixty-fifth birthday.
- 1.24. "Normal Retirement Date" shall mean the first day of the month coinciding with or next following the Participant's Normal Retirement Age.
- 1.25. "Participant" shall mean an Eligible Employee who meets the eligibility requirements provided in Section Two. Participant also means any Employee or former Employee who is receiving or entitled to receive benefits under the Plan.
- 1.26. "Plan" means this Consolidated Retirement Plan.
- 1.27. "Plan Year" means the 12-month period commencing on January 1 and ending on December 31st.
- 1.28. "Regular Benefit" or "Regular Annuity" means the form of benefit payable under the plan and is a straight lifetime annuity payable in equal monthly installments.

- 1.29. "Salary" for compensation earned prior to January 1, 2011, with respect to any Participant means the basic compensation rate paid by an Employer. Amounts contributed under this Plan and any nontaxable fringe benefits provided by an Employer shall not be considered as Salary. In addition, Salary shall include salary reduction contributions made on behalf of the Participant to a Code Section 401(k), 125, 401(h) or 403(b) Plan maintained by an Employer.

For Plan Years beginning on and after January 1, 2001, for all purposes of the Plan, Salary paid or made available during such Plan Years shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4).

The annual Salary of each Eligible Employee taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual Salary means Salary during the Plan Year, as otherwise defined in the Plan. For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Salary for prior Plan Years shall be limited to \$200,000. The \$200,000 limit on annual Salary shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code.

For compensation earned on or after January 1, 2011, "Salary" with respect to any Participant shall mean:

- (a) basic compensation paid for services actually rendered in the course of employment with the Employer, including, but not limited to, payments for unused and accrued vacation days; and
- (b) any elective deferrals contributed or deferred by the Employer at the election of an Employee and which is not includible in the gross income of the Employee by reason of Sections 401(k), 125, 132(f)(4), 401(h), 402(g), 403(b) or 457 of the Code.

Salary shall not include:

- (a) overtime, bonuses, severance pay, moving expenses, nontaxable fringe benefits, taxable fringe benefits that are not specified above;
- (b) life insurance premiums and car allowances, to the extent such amounts are included in gross income as taxable fringe benefits;
- (c) payments or pay increases made prior to retirement, which are not made in the ordinary course of business, unless otherwise determined by the Trustees;
- (d) contributions made by the Employer to a plan of deferred compensation to the extent that, before the application of Code Section 415 limitations to that plan, the contributions are not includible in the gross income of the Employee for the taxable year in which contributed;

- (e) contributions made by the Employer on behalf of an Employee to a simplified employee pension plan described in Code Section 408(k) for the taxable year in which contributed;
- (f) distributions from a plan of deferred compensation, regardless of whether such amounts are includible in the gross income of an Employee when distributed;
- (g) amounts realized from the exercise of a non-qualified stock option or when restricted stock (or property) held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (h) amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option; and
- (i) other amounts which receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee), or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Code Section 403(b) (whether or not the contributions are excludable from the gross income of the Employee).

For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2011, Salary for prior Plan Years shall be limited to \$200,000. The \$200,000 limit on annual Salary shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code.

- 1.30. "Spouse" means the person to whom the Participant is legally married. Effective September 16, 2013, Spouse means an individual whose marriage to the Participant was validly entered into in a jurisdiction whose laws authorize the marriage, regardless of where such individual currently resides.
- 1.31. "Surviving Spouse" means, as of any date, the person to whom the Participant has been legally married throughout the one-year period immediately preceding such date including, effective September 16, 2013, an individual whose marriage to the Participant was validly entered into in a jurisdiction whose laws authorize the marriage, regardless of where such individual currently resides.
- 1.32. "Trustees" means the Board of Trustees and their successors thereto as provided for in the trust agreement entered into pursuant to this Plan.
- 1.33. "Union" means, prior to February 1, 2009, UNITE HERE, UNITE, or any successor organization. On and after February 1, 2009, Union means UNITE HERE and any entity that was affiliated with UNITE HERE on December 31, 2008, and any entity affiliated with any entity that was affiliated with UNITE HERE on December 31, 2008.
- 1.34. "Year of Service" means the period of a Participant's employment considered in determining eligibility to participate and determination of vested benefits in accordance with Sections 3.1 and 4.5.

Construction – the masculine or feminine gender, where appearing in the Plan, shall be deemed to include the other gender, and the singular may include the plural, unless the context clearly indicates the contrary.

Section Two - Participation

- 2.1. Each person who is a Participant as of December 31, 2014 shall continue to be a Participant as of January 1, 2015.
- 2.2. Each other person who is or becomes an Eligible Employee shall be a Participant in the Plan three months after he completes his first Hour of Service with his Employer. All Eligible Employees shall be required to become members of the Plan as a condition of employment. Provided, however, if a participating Employer merges or consolidates with a non-participating local union or joint board, there will be no obligation for all employees of the merged local union or joint board to become Participants of the Plan, provided, however, that all Participants in the Plan as of the date of the merger or consolidation shall remain members of the Plan as a continued condition of employment.

Section Three - Service, Credited Service, and Contributions

- 3.1. In accordance with this Section 3.1, a Participant's period of Service for vesting purposes (Sections 4.5 and 4.6) shall be determined by his number of Years of Service.

A Year of Service shall mean any Plan Year during which an Employee is credited with at least 1,000 Hours of Service, subject to Sections 3.3 through 3.6.

- 3.2. The amount of the benefit payable to or on behalf of a Participant shall be determined on the basis of his Credited Service.

For purposes of computing Credited Service for periods on and after January 1, 2003, a Year of Service shall be measured in years and months while a Participant in the Plan, irrespective of the number of Hours of Service completed by the Participant in a Plan Year. For this purpose, 15 or more full days in a month counts as one month; months with less than 15 days worked (or the equivalent as described in Section 3.5) are disregarded. Periods of Credited Service may be disregarded upon application of Section 3.3.

- 3.3. For a former Participant who previously satisfied the requirements of Section 4.5 for vested benefits, and who again is employed, his pre-break Service and Credited Service shall be restored as of his reemployment date in determining his rights and benefits under the Plan.

For a former Participant who, at the time of a Break in Service, as defined in Section 3.4, had not fulfilled the requirements for vested benefits, and who again is employed, years of Service and Credited Service before the Break in Service shall be restored as of his reemployment date if the number of consecutive one year Breaks in Service was less than the greater of: (i) five, or (ii) the aggregate number of years of Service before the Break in Service.

- 3.4. Break in Service means a Plan Year during which a Participant does not completed more than 500 Hours of Service with an Employer, except as provided in the "Leave of Absence" rules under Section 3.7.

- 3.5. If a Participant receiving or entitled to receive benefits under the Plan is reemployed by the Employer to do the same trade or craft in which the Participant was employed at any time under the Plan and in the same geographic area covered by the Plan at the time payment of benefits commenced, or would have commenced if the Participant had not returned to employment, any benefit payments then being made to him shall be suspended during the period of such reemployment for each calendar month prior to the April 1 following age 70½ in which he works more than 83 hours per month. The above notwithstanding, if a Participant has accrued benefits under this Plan and another plan which subsequently merges or merged with this Plan, and on the date of such merger, such Participant would have been permitted to commence benefits under that plan while in covered employment under this Plan, then such benefits accrued under such plan may be paid while an Eligible Employee under the Plan, provided the Participant otherwise

meets the requirements for benefits. Further, only with respect to re-employment for the first time since retiring, the suspension rules noted above do not apply for up to the first six months of such re-employment. After such six-month period of re-employment, the suspension rules shall not apply to any Participant reemployed for 83 hours or fewer per month (which is deemed to be the equivalent of less than 12 days per month) and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. On the Participant's subsequent termination of employment, the amount of his benefit shall be redetermined in accordance with the provisions of the Plan as then in effect. For such purpose, his Credited Service as of the date of his original termination shall be added to the Credited Service, if any, earned during the period of reemployment. The amount of benefit payable on his subsequent termination of employment shall be reduced by an amount which is the Actuarial Equivalent of any benefits previously paid to him under the Plan. Notwithstanding the foregoing, in no event shall the amount of benefit payable to a Participant on his subsequent termination of employment be less than the amount of benefit (under the same form of payment) which he was receiving, or entitled to receive, as of the date preceding his reemployment.

Suspension of benefits shall be made in accordance with Department of Labor Regulation Section 2530.203-3 with regard to: (1) notifying a Participant that his benefits are suspended, (2) responding to a Participant's request for a specific determination as to whether his employment will result in a suspension of benefits, (3) resumption of payments, and (4) permissible offsets to resumed benefits in the case of benefits previously paid when such benefits should have been suspended.

- 3.6. For purposes of suspending benefits, a Participant who continues his employment with an Employer beyond his Normal Retirement Date shall be subject to the notification requirements in this Section 3.5 and shall not be eligible to receive benefits unless he works 83 hours or fewer in a calendar month.
- 3.7. A "Leave of Absence" will mean an Eligible Employee's absence from active employment with an Employer by reason of service in the armed forces of the United States, jury duty, sick or disability leave, or any Employer-approved absence granted, provided that the Eligible Employee returns to active employment with an Employer on or before the expiration of his leave or while his reemployment rights are protected by applicable federal law. If he does not return to active employment, the period of absence shall not be taken into account in computing Hours of Service, and his employment shall be considered terminated as of the beginning of the absence.

For purposes of determining whether an Eligible Employee has a Break in Service only, an Eligible Employee shall be credited with 40 Hours of Service for each full week the Eligible Employee is on a Leave of Absence if he is not otherwise credited with such Hours of Service; however, if an Eligible Employee customarily worked fewer than 40 hours per week in the six months immediately preceding the beginning of his leave, then he shall be credited for each full week of such Leave of Absence with the customarily worked number of hours, if he is not otherwise credited with such Hours of Service.

For purposes of determining whether an Eligible Employee has a Break in Service only, an Employee shall receive credit during a maternity/paternity absence for the Hours of Service which would otherwise normally have been credited to the Eligible Employee but for such absence. Hours of Service shall be credited in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or, in all other cases, in the following Plan Year. However, in no event shall more than 501 Hours of Service be credited with respect to any such absence. A maternity/paternity absence shall mean an absence from work by reason of the pregnancy of the Employee, the birth of a child of the Employee, or the placement of a child with the Employee in connection with the adoption of such child by the Employee, or for purposes of caring for such a child for a period immediately following such birth or placement.

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

In the event a Participant dies while serving in qualified military service as defined in Section 414(u) of the Code, the Participant's survivors are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had returned to Covered Employment on the day before such death and then terminated from Covered Employment on the actual date of death.

- 3.8. Participant contributions – Participant contributions under the Base Plan are neither required nor permitted.
- 3.9. Employer contributions – Unless otherwise specified in a participation agreement or merger agreement, each participating employer shall contribute a percentage (as determined from time to time by the Trustees) of Salary (as defined in this Base Plan document or applicable Appendix) starting at each Participant's date of participation in the Plan. Notwithstanding the foregoing, effective September 27, 2011, participating Employers shall not make contributions for Participants who complete 83 hours or fewer per month as described in Section 3.5

Section Four - Retirement Dates and Eligibility

- 4.1. **Normal Retirement:** Each Participant who terminates from employment with an Employer on or after his Normal Retirement Date shall receive a Regular Benefit as determined in Section 5.1. Each Participant, upon attainment of his Normal Retirement Age shall have a nonforfeitable right to his Accrued Benefit.
- 4.2. **Early Retirement:** Each Participant who terminates from employment with an Employer prior to his Normal Retirement Date, if he has attained the age of 55 and completed 15 Years of Credited Service, shall receive a benefit determined in accordance with Section 5.2.
- 4.3. **Late Retirement:** If a Participant continues his employment beyond the Participant's Normal Retirement Date, upon termination of employment (except as provided in Section 8), the Participant shall be able to retire at any time thereafter and shall be eligible for a late Retirement Benefit in accordance with Section 5.5.
- 4.4. **Disability Retirement:** A Participant who terminates employment as a result of a physical or mental disability after completing at least 15 Years of Credited Service, at any age, shall begin to receive a Disability Retirement Benefit determined in accordance with the provisions of Section 5.7 on the first day of the month following such disability, provided, however, that such physical or mental disability, as evidenced by a Social Security Administration award, in the opinion of a physician designated by the Trustees, is permanent and prevents him from performing his duties. The Trustees shall have the right from time to time to examine the Participant receiving a disability benefit to determine if the disability is permanent and prevents him from performing his duties.
- 4.5. **Deferred Vested Retirement:** If a Participant's employment relationship with an Employer terminates for any reason such that he ceases to be a Participant in the Plan before he is eligible for normal retirement or early retirement in accordance with Sections 4.1 or 4.2, but after he has completed five Years of Service, as determined in accordance with Section 3.1, he shall be entitled to a vested benefit under Section 5.3.
- 4.6. **Non Vested:** If a Participant's employment relationship with an Employer terminates for any reason such that he ceases to be a Participant in the Plan before he has completed five Years of Service, as determined in accordance with Section 3.1, he shall not be entitled to any benefit under the Plan. Any Participant who terminates employment and is not vested shall be deemed to have received a distribution of the present value of his Accrued Benefit equal to zero.

Section Five - Amount of Regular Annuities

- 5.1. The annual amount of Regular Annuity payable to a Participant retiring in accordance with Section 4.1 or 4.4 and commencing at retirement, shall be equal to 2.50% of his Average Salary multiplied by his Credited Service, not in excess of 30 years.
- 5.2. If a Participant retires under Section 4.2 of the Plan, the amount of Regular Benefit to which he is entitled, commencing at his Normal Retirement Date, is determined pursuant to the formula in Section 5.1. At the Participant's request a benefit may become payable on any date between his termination date and his Normal Retirement Date. Such reduced benefit shall be the Regular Benefit determined pursuant to Section 5.1 multiplied by a percentage equal to (a) 100% minus (b) 0.5% multiplied by the number of full months that the benefit commencement precedes his Normal Retirement Date.
- 5.3. The vested benefit under Section 4.5 payable at or prior to his Normal Retirement Date shall be an annuity commencing at his Normal Retirement Date equal to 2.25% multiplied times Average Salary times Credited Service, to a maximum of 75% of Average Salary. A Participant who is entitled to a vested annuity in accordance with Section 5.3 may elect, by filing a written application with the Trustees, to commence receiving a reduced annuity on the first day of any month after he has reached the age of 55. Such reduced annuity shall be the annuity determined pursuant to this Section 5.3 multiplied by a percentage equal to 100% minus 0.5% multiplied times the number of full months that the date of commencement precedes his Normal Retirement Date.
- 5.4. Actuarial Adjustment for delayed retirement under Section 4.5:
 - (a) If a Participant does not retire directly from active service, and the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the Retirement Benefit based on age and Years of Service at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended, and then converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of Husband-and-Wife Pension if no other form is elected.
 - (b) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
 - (c) The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.
 - (d) If a Participant's benefit is delayed beyond his Normal Retirement Date, such Participant must be given a choice of an Actuarially Increased benefit (as provided in this Section 5.4) or a retroactive annuity, with retroactive payments made at an interest rate of 4% per annum.

- 5.5. If a Participant's employment with the Employer continues after his Normal Retirement Date, the amount of his Accrued Benefit shall be the benefit determined in accordance with Section 5.1 on the basis of his Credited Service and his Average Salary as of his date of termination of employment. In the case of an active Participant receiving payments in accordance with Section 8 (Required Beginning Date), his Accrued Benefit shall be re-determined annually based on his Credited Service and Average Salary at the end of each calendar year.
- 5.6. Additionally, all non-union Employees of UNITE HERE Local 6 receive up to five (5) years of past (pre-2005) Credited Service under the Base Plan provisions. The benefit under the Plan attributable to such past Local 6 Credited Service will be calculated as 2.5% times a Participant's Local 6 salary as of December 31, 2004 times Credited Service at December 31, 2004 (maximum of 5 years), and with such benefit to be calculated and accrued independently of benefits accrued under other provisions of the Plan and Appendix XVII (other provisions of this Plan notwithstanding, the same period of service for the five years ending December 31, 2004 may receive credit under this Section 5.6 as well as under Appendix XVII).
- 5.7. For benefit applications received on or after December 1, 2014 and benefit commencement dates on or after January 1, 2015, if a Participant retires under Section 4.4 of the Plan, the amount of the Disability Retirement Benefit to which he is entitled, is equal to the greater of (a) 70% of the annuity determined under Section 5.1 or (b) 100% of the annuity determined under Section 4.2, and such amount shall be adjusted in accordance with Section 7.1(d)(ii) or Section 7.1(e)(ii). For benefit commencement dates prior to January 1, 2015, the amount of the Disability Retirement Benefit to which he is entitled is determined under Section 5.1.

Section Six - Pre-Retirement Death Benefits

- 6.1. The Surviving Spouse of any Participant who dies prior to his Annuity Starting Date with a vested right to his Accrued Benefit shall be entitled to receive a Qualified Preretirement Survivor Annuity, to be paid to such Surviving Spouse in accordance with the rules and procedures set forth in Section 6.2.
- 6.2. The amount of the Qualified Preretirement Survivor Annuity is:
- (a) If the Participant's death occurs on or after the date on which the Participant attains age 55, survivor annuity payments shall commence on the Participant's Normal Retirement Date and shall be made to the Participant's Surviving Spouse for the then remaining lifetime of the Surviving Spouse. The Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as of the first day of any month after the Participant's death but prior to his Normal Retirement Date, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his death, elected to commence receiving his benefit, and died on the next day, as follows:
 - (i) If the Participant meets the requirements of Section 4.2 at date of death then the survivor annuity payment shall equal 50% of the amount of pension which would have been payable to the Participant under the provisions of Section 5.2 if the Participant had retired on the day before death and pension payments had then commenced assuming coverage under Section 7.1(d).
 - (ii) If Participant does not meet the requirements of Section 4.2 at date of death then the survivor annuity payment shall equal 50% of the amount of pension payable to the Participant under the provisions of Section 5.3, assuming coverage under Section 7.1(d) and assuming pension payments commence at date of death.
 - (b) If the Participant's death occurs before the Participant attains age 55, survivor annuity payments shall commence on the Participant's Normal Retirement Date and shall be made to the Surviving Spouse of the Participant for the then remaining lifetime of the Surviving Spouse in an amount equal to 50% of the amount of benefit which the Participant had accrued at the date of death in accordance with the formula in Section 5.3 assuming coverage under Section 7.1(d). The Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as of the first day of any month after both the Participant's death and the date on which he would have attained age 55 if he had lived, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his death, elected to commence receiving his benefit under the benefit option selected under Section 7.1(d), and died on the next day.

- (c) Sections 6.2(a) and (b) notwithstanding, the Spouse of an actively employed Participant, provided they have been married for at least five years prior to the Participant's death, in the event of the Participant's death after he has completed 15 or more Years of Credited Service and prior to his retirement, shall be entitled to receive an annuity commencing on the first day of the calendar month following the Participant's death. Such annuity shall equal 75% of the amount which would have been payable to the Participant commencing on the aforementioned date pursuant to Section 5.1 if the Participant met the requirements of Section 4.2 or pursuant to Section 5.3 otherwise, based on his Average Salary and Credited Service at his date of death. Such amount shall be reduced by 2% for each year that commencement of such benefits precedes the date in which the Participant would have attained age 55, and shall be further reduced by 0.5% for each year in excess of (5) five that the Spouse is younger in age than the Participant.

Section Seven - Post-Retirement Death Benefits; Forms and Timing of Payments

7.1. The normal forms of benefit payment at retirement shall be:

- (a) Life Annuity: The normal form of payment for a single Participant is a benefit payable for his lifetime, as determined under Section 5, with no further payments beyond the month of his death
- (b) Qualified Joint and Survivor Annuity:
 - (1) The normal form of payment for a married Participant is a Qualified Joint and Survivor Annuity which shall be equal to a percentage of the Regular Annuity as follows:
 - (i) For benefits earned before January 1, 2015, the percentage is as specified in Section 7.1(c) or 7.1(d) and payable in accordance with those Sections.
 - (ii) For benefits earned on or after January 1, 2015, the percentage is as specified in Section 7.1(d) and payable in accordance with such Section.
 - (2) Notwithstanding paragraph (1), no benefit shall be payable to a Participant's Spouse under this Section 7.1(b) unless the Participant and his Spouse were legally married throughout the 12-month period ending on the date of the Participant's death. If the Participant and his Spouse were not legally married for at least 12 months before the Annuity Starting Date, the normal form of payment nevertheless shall be a Qualified Joint and Survivor Annuity; however, if the Participant dies within 12 months after the date of his marriage, the form of payment shall revert to the normal form of payment in Section 7.1(a), and no benefit shall be payable to the Participant's Spouse except as otherwise provided in Section 7.3.
 - (3) An election not to take the Qualified Joint and Survivor Annuity shall be made on an appropriate election form filed with the Trustees no more than 90 days (180 days effective January 1, 2008), and not less than 30 days, before the Annuity Starting Date, as specified by the Trustees. Such an election shall be effective only if accompanied by the written consent of the Participant's Spouse, witnessed by the Trustees or a notary public, acknowledging the effect of the designation and the specific non-spouse Beneficiary, including any class of Beneficiaries or any contingent Beneficiary. Any consent of a Participant's Spouse shall be valid only with respect to that Spouse and shall be irrevocable as to that Spouse. Any such election may be revoked in writing by the Participant without spousal consent at any time before the Annuity Starting Date. After such election is revoked, another such election may be made at any time before the Annuity Starting Date; however, any new election will require a new

spousal consent. Spousal consent shall not be required if it can be established to the satisfaction of the Trustees that the required consent cannot be obtained because there is no spouse, the spouse cannot be located, or there are other circumstances for which regulations do not require such consent.

- (4) The Trustees shall provide to a Participant, before he makes any election with regard to a form of benefit payment (and within the time described in paragraph (3) for making the election), a written explanation of (i) the terms and conditions of the Qualified Joint and Survivor Annuity; (ii) the Participant's right to make an election to waive the Qualified Joint and Survivor Annuity and the effect of such election; (iii) the rights of the Participant's Spouse with respect to any election to waive the Qualified Joint and Survivor Annuity; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity. For notices given in plan years beginning after December 31, 2006, such notification shall also include a description of how much larger benefits will be if the commencement of distributions is deferred.
 - (5) Notwithstanding the foregoing, an Annuity Starting Date which is not at least 30 days after the written explanation described in paragraph (4) above was provided to the Participant will be permitted if the following conditions are satisfied:
 - (i) the written explanation is provided to the Participant before the Annuity Starting Date;
 - (ii) the written explanation explains that the Participant has the right to at least 30 days to consider whether to make an election with regard to a form of benefit payment;
 - (iii) the Participant is permitted to revoke a benefit election at any time until the Annuity Starting Date, or if later, at any time before the end of the 7-day period beginning on the day after the written explanation is provided to the Participant; and
 - (iv) distribution of benefits does not begin before the date the 7-day period described above expires (which date may be later than the Annuity Starting Date).
 - (6) Payments under the Qualified Joint and Survivor Annuity shall begin on the Annuity Starting Date and shall end with the payment due as of the first day of the month in which occurs the death of the last person entitled to payments under the annuity.
- (c) Subsidized Joint and Survivor Annuity: For benefits earned prior to January 1, 2015, a Participant who has completed 10 Years of Credited Service and is eligible to retire under any of Sections 4.1, 4.2, 4.3 or 4.4 may elect from various

joint annuity options in accordance with Table A. A joint annuity shall be payable to the annuitant during his life and, after his death, to his Spouse, if surviving, during her life. The amount of the monthly payments to an annuitant who has elected a joint annuity and to his Surviving Spouse, shall be computed by applying to the monthly Regular Annuity to which the annuitant would otherwise have been entitled, the percentage determined in accordance with Table A annexed hereto. If no election is made, Option E will be deemed to have been elected.

- (d) **Non-subsidized Joint and 50% Survivor Annuity**– For benefits earned prior to January 1, 2015, the provisions of this Section apply only to those Participants not covered by Section 7.1(c). For benefits earned on or after January 1, 2015, the provisions of this Section are applicable to all Participants. If a Participant has been married for at least one year at the Annuity Starting Date, the amount of each such annuity payment which would otherwise be payable to such Participant shall be reduced to be the Actuarial Equivalent of the Regular Annuity and if the Participant's Spouse shall survive him, an annuity shall be payable under the Plan to the Spouse during such Spouse's remaining lifetime after the Participant's death in an amount equal to 50% of his reduced annuity payment. The reduction of the amount of the Regular Annuity shall be done in accordance with the following:
 - (i) For retirement under Sections 4.1, 4.2, 4.3 or 4.5, 93% plus 0.3% for each year that the Beneficiary's age is greater than the Participant's or minus 0.3% for each year that the Beneficiary's age is less than the Participant's age with a maximum factor of 99%. (For example: Participant is age 65 and Spouse is age 62; factor = 92.1%).
 - (ii) For Retirement under Section 4.4, 79% plus 0.4% for each year that the Beneficiary's age is greater than the participant's age or minus .4% for each year that the Beneficiary's age is less than the participant's age with a maximum factor of 99%.
- (e) **Non-subsidized Post-Retirement Joint & 75% Survivor Annuity**– For benefits earned prior to January 1, 2015, the provisions of this Section apply only to those Participants not covered by Section 7.1(c). For benefits earned on or after January 1, 2015, the provisions of this Section are applicable to all Participants. If a Participant has been married for at least one year at the Annuity Starting Date, the Participant may elect that the amount of each such annuity payment which would otherwise be payable to such Participant shall be reduced to be the Actuarial Equivalent of the Regular Annuity and if the Participant's Spouse shall survive him, an annuity shall be payable under the Plan to the Spouse during such Spouse's remaining lifetime after the Participant's death in an amount equal to 75% of his reduced annuity payment. The reduction of the amount of the Regular Annuity shall be done in accordance with the following:

- (i) For retirement under Sections 4.1, 4.2, 4.3 or 4.5, 89.5% plus 0.45% for each year that the Beneficiary's age is greater than the Participant's or minus 0.45% for each year that the Beneficiary's age is less than the Participant's age with a maximum factor of 98%.
- (ii) For Retirement under Section 4.4, 69% plus 0.6% for each year that the Beneficiary's age is greater than the Participant's age or minus .6% for each year that the Beneficiary's age is less than the Participant's age with a maximum factor of 98%.

7.2. Optional Forms of Payment

- (a) Married participants – rules regarding optional forms of payments are as noted in Section 7.1(b)(3), and Section 7.1(c) for benefits earned prior to January 1, 2015.
- (b) Unmarried participants: prior to January 1, 2006, no optional forms of payment apply to unmarried participants. Effective January 1, 2006, for Participants with one or more Hours of Service after January 1, 2005, an unmarried participant may elect a life annuity with ten years of guaranteed payments, with such option being the Actuarial Equivalent of the normal form. For this purpose, Actuarial Equivalent means the otherwise payable benefit multiplied by the following factors:

<u>Ages</u>	<u>Factor</u>	<u>Ages</u>	<u>Factor</u>
55 or less	0.988	62-65	0.960
56	0.984	66	0.954
57	0.980	67	0.948
58	0.976	68	0.942
59	0.972	69	0.936
60	0.968	70 or higher	0.930
61	0.964		

7.3. Other Death Benefits: No other death benefits are payable under the Plan.

7.4. Payment of Small Benefits:

Notwithstanding any provision of the Plan to the contrary, the Actuarial Equivalent value of any benefit (derived from both Employer and Employee contributions) payable hereunder shall be paid in a lump sum, provided that such Actuarial Equivalent value is less than \$5,000 or such other amount prescribed by Code Section 411(a)(11). Effective March 28, 2005, the maximum amount of lump sum payable under the above provisions is \$1000.

Any Participant who terminates employment and is not vested shall be deemed to have received a distribution of the present value of his vested Accrued Benefit equal to zero.

7.5. Termination of Marriage:

Subject to Code Section 414(p), the spouse to whom the Participant was married at the Participant's pension commencement date is entitled to the survivor annuity upon the death of the Participant after the pension commencement date, whether or not the Participant and such Spouse were married at the date of the Participant's death.

7.6. Latest Commencement of Retirement Benefits:

Payment of retirement benefits to a Participant shall commence not later than 60 days after the close of the Plan Year in which occurs the latest of (a) the Participant attains his Normal Retirement Age; (b) the Participant terminates employment; or (c) the tenth anniversary of the year in which the Participant commenced participation in the Plan.

7.7. Late Payments:

Effective April 14, 2004, if a Participant's benefit is delayed beyond his selected Annuity Starting Date, such Participant must be given a retroactive annuity, with retroactive payments made at an interest rate of 4% per annum.

Section Eight - Minimum Distribution Requirements

Section 8.1. General Rules

8.1.1. **Effective Date.** The provisions of this Section Eight will apply for purposes of determining required minimum distributions for calendar years beginning with the 2005 calendar year.

8.1.2. **Precedence.** The requirements of this Section will take precedence over any inconsistent provisions of the Plan.

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

8.1.4. **Limits on Distribution Periods.** As of the first distribution calendar year, distributions to a Participant, if not made in a single sum, may only be made over one of the following periods: the life of the Participant, the joint lives of the Participant and Beneficiary, a period certain not extending beyond the life expectancy of the Participant, or a period certain not extending beyond the joint life and last survivor expectancy of the Participant and Beneficiary.

Section 8.2. Time and Manner of Distribution.

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

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

- (a) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, then, distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
- (b) If the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (c) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (d) If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the

Surviving Spouse begin, this section 8.2.2, other than section 8.2.2(a), will apply as if the Surviving Spouse were the Participant.

For purposes of this section 8.2.2 and section 8.5, distributions are considered to begin on the Participant's required beginning date (or, if section 8.2.2(d) applies, the date distributions are required to begin to the Surviving Spouse under section 8.2.2(a)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under section 8.2.2(a)), the date distributions are considered to begin is the date distributions actually commence.

8.2.3. Form of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with sections 3, 4 and 5 of this Section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions there under will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the Code will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

Section 8.3. Determination of Amount to be Distributed Each Year.

8.3.1. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:

- (a) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
- (b) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in section 8.4 or 8.5;
- (c) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;
- (d) payments will either be non-increasing or increase only as follows:
 - (I) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index for a 12-month period ending in the year during which the increase occurs or a prior year;
 - (II) by a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index since the Annuity Starting Date, or if later, the date of the most recent percentage increase;

- (III) by a constant percentage of less than 5 percent per year, applied not less frequently than annually;
 - (IV) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in subsection (d) of this Section 6.9 dies or is no longer the Participant's Beneficiary pursuant to a qualified domestic relations order within the meaning of Code Section 414(p);
 - (V) to provide a final payment upon the Participant's death not greater than the excess of the actuarial present value of the Participant's accrued benefit (within the meaning of Section 411(a)(17) of the Code) calculated as of the Annuity Starting Date using the applicable interest rate and the applicable mortality table over the total of payments before the Participant's death;
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- (VI) to allow a Beneficiary to convert the survivor option of a joint and survivor annuity into a lump-sum distribution upon the Participant's death; or
 - (VII) to pay increased benefits that result from a Plan amendment.

8.3.2. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under section 8.2.2(a) or (b)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

8.3.3. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

Section 8.4. Requirements For Annuity Distributions That Commence During Participant's Lifetime.

8.4.1. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of

Section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

8.4.2. Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 8.4.2, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the annuity starting date.

Section 8.5. Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin.

8.5.1. Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in section 8.2.2(a) or (b), over the life of the designated Beneficiary or over a period certain not exceeding:

- (a) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
- (b) if the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.

8.5.2. No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

8.5.3. Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this Section 5 will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to section 2.2(a).

Section 8.6. Definitions.

8.6.1. Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.3 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations.

8.6.2. Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 2.2.

8.6.3 Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

8.6.4. Required beginning date. The date when payment to a Participant are required to begin pursuant to this Section 8 of the Plan. A Participant's Required Beginning Date is the April 1 of the calendar year following the calendar year that the Participant attains age 70-1/2.

Section Nine - Limitations on Benefits

9.1. Maximum retirement allowance:

Prior to January 1, 2006:

Subject to the following provisions of this Section 9.1 and the limitations set forth in Section 415 of the Code, and any regulations or rulings thereunder, and notwithstanding any provision of the Plan to the contrary, the maximum annual benefit provided by Employer contributions payable to a Participant under the Plan in the form of a single life annuity in any Limitation Year, when added to any pension attributable to contributions of an Employer provided to the Participant under any other qualified defined benefit plan, shall be equal to the maximum permissible benefit, as defined below. For the purpose of this Section 9.1, there shall be taken into account Post-Termination Adjustments. "Post-Termination Adjustment" shall mean any adjustment to the limit set forth in Code section 415(b) made pursuant to Code section 415(d) for a Limitation Year after the Limitation Year in which the Participant has his last termination of employment.

Definitions.

Defined benefit dollar limitation. The "defined benefit dollar limitation" is \$170,000 (effective for 2005), as adjusted, effective January 1 of each year, under Section 415(d) of the Code in such manner as the Secretary shall prescribe, and payable in the form of a straight life annuity. A limitation as adjusted under Section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

Defined benefit compensation limitation. The "defined benefit compensation limitation" is the Participant's average annual Statutory Compensation during the three consecutive calendar years of his Service with an Employer affording the highest such average or during all of the years of such Service if less than three years. For purposes of this Section 9.1, Statutory Compensation shall mean earnings as reported on a Participant's annual form W-2 plus pre-tax contributions to a Code Section 401(k) Plan and other pre-tax deductions including medical premiums, insurance premiums, Health and Dependent Care contributions. Statutory Compensation shall not include, however, imputed income for excess group term life insurance and other non-salary items such as car allowances or moving expenses.

Limitation Year shall mean the calendar year.

Maximum permissible benefit. The "maximum permissible benefit" is the lesser of the defined benefit dollar limitation or the defined benefit compensation limitation (both adjusted where required, as provided in (a) and, if applicable, in (b), (c) or (d) below).

- (a) If the Participant has fewer than 10 years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii)

the denominator of which is 10. In the case of a Participant who has fewer than 10 years of Service with the Employer, the defined benefit compensation limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of Service with the Employer and (ii) the denominator of which is 10.

- (b) If the benefit of a Participant begins prior to age 62, the defined benefit dollar limitation applicable to the Participant at such earlier age is an annual benefit payable in the form of a straight life annuity beginning at the earlier age that is the Actuarial Equivalent of the defined benefit dollar limitation applicable to the Participant at age 62 (adjusted under (a) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Exhibit I of the Plan and (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate and the applicable mortality table specified in Code section 417(e)(3). Any decrease in the defined benefit dollar limitation determined in accordance with this paragraph (b) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Participant. If any benefits are forfeited upon death, the full mortality decrement is taken into account.
- (c) If the benefit of a Participant begins after the Participant attains age 65, the defined benefit dollar limitation applicable to the Participant at the later age is the annual benefit payable in the form of a straight life annuity beginning at the later age that is Actuarially Equivalent to the defined benefit dollar limitation applicable to the participant at age 65 (adjusted under (a) above, if required). The Actuarial Equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Exhibit I of the Plan and (ii) the Actuarial Equivalent (at such age) of the defined benefit dollar limitation computed using a 5 percent interest rate assumption and the applicable mortality table specified in Code section 417(e)(3). For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.
- (d) If the benefit of a Participant is payable neither as a Regular Annuity nor as a Qualified Joint and Survivor Annuity, the maximum limitation shall be of Actuarially Equivalent Value to the maximum limitation otherwise applicable. Actuarially Equivalent Value for purposes of this Section 9.1 shall be determined in accordance with Section 415(b) of the Code and the regulations or rulings issued thereunder and using the Plan's optional form of payment factors, or, if less, using factors calculated from the applicable mortality table specified in Code section 417(e)(3), if applicable, and either:
 - (A) if the benefit is not subject to the provisions of Section 417(e)(3) of the Code, an interest rate of 5 percent, or

- (B) if the benefit is subject to the provisions of Section 417(e)(3) of the Code:
- (1) an interest rate of 5.5 percent for distributions made in 2004 and 2005, and
 - (2) annual interest rate on 30-year Treasury securities specified by the Commissioner for the fourth calendar month preceding the first day of the month during which the Annuity Starting Date occurs for distributions made in 2006 or in any subsequent Limitation Year.

However, in the case of a Participant who receives a distribution in calendar year 2004, the amount payable under any form of payment subject to the provisions of Section 417(e)(3) of the Code and subject to adjustment under the preceding paragraph shall not be less than the amount that would have been payable if 'the interest rate described in subsection (B)(2) that was in effect on December 31, 2003' was substituted for 'an interest rate of 5.5 percent' in subsection (B)(1) of the preceding paragraph.

Grandfathered Provisions. If an individual was a Participant in one or more defined benefit plans of the Amalgamated or an Affiliate as of the first day of the first Limitation Year beginning after December 31, 1986, the application of the limitations of this Section 9.1 shall not cause the maximum permissible amount for such individual under all such defined benefit plans to be less than the individual's accrued benefit as of December 31, 1986. The preceding sentence applies only if such defined benefit plans met the requirements of Section 415 of the Code, for all Limitation Years beginning before January 1, 1987.

Repeal of Provision. In the event that Congress should provide by statute, or the Internal Revenue Service should provide by regulation or ruling, that any or all of the conditions set forth in this Section 9.1 are no longer necessary for the Plan to meet the requirements of Section 401 or other applicable provisions of the Code then in effect, such conditions shall immediately become void and shall no longer apply, without the necessity of further amendment to the Plan.

On and after January 1, 2006:

Notwithstanding any other provision of the Plan, the annual benefit to which a Participant is entitled under the Plan shall not, in any Limitation Year, be in an amount which would exceed the applicable limitations under Section 415 of the Code and regulations thereof. If the benefit payable under the Plan would (but for this Section) exceed the limitations of Section 415 of the Code by reason of a benefit payable under another defined benefit plan aggregated with this Plan under Code Section 415(f), the benefit under this Plan shall be reduced only after all reductions have been made under such other plan. As of January 1 of each calendar year commencing on or after January 1, 2002, the dollar limitation as determined by the Commissioner of Internal Revenue for that calendar year shall become effective as the maximum permissible dollar amount of benefit payable under the Plan during the Limitation Year ending within that calendar year, including benefits payable to Participants who retired prior to that Limitation Year. The term 'compensation' for purposes of applying the applicable limitations under Section 415 of the

Code with respect to any Participant shall mean Statutory Compensation. Statutory Compensation means the wages, salaries, and other amounts paid in respect of an employee for services actually rendered to the Employer or an Affiliate, including by way of example, overtime, bonuses, and commissions, but excluding deferred compensation, stock options, and other distributions which receive special tax benefits under the Code. Statutory Compensation paid or made available during a Limitation Year shall include any elective deferral (as defined in Section 402(g)(3) of the Code), and any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includible in the gross income of the Employee by reason of Section 125 or 457 of the Code. For Limitation Years beginning after December 31, 2000, Compensation shall also include any elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Code.

Effective as of January 1, 2008, Statutory Compensation shall also include amounts required to be recognized under the provisions of U.S. Treasury Department regulation 1.415(c)-2(e). For purposes of Statutory Compensation, as well as compensation for purposes of determining highly compensated employees pursuant to Code Section 414(q) and for top-heavy purposes under Code Section 416 (including the determination of key employees), the following elections apply: (1) include payments for unused accrued bona fide sick, vacation or other leave, (2) exclude payments from nonqualified unfunded deferred compensation plans that is includible in the Participant's gross income, (3) include salary continuation payments for participants on military service (as that term is used in Code § 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service, and (4) exclude salary continuation payments for a Participant who is permanently and totally disabled (as defined in Code § 22(e)(3)).

Statutory Compensation shall be adjusted, as set forth herein, for "Regular Pay" paid after a Participant's severance from employment with the Employer maintaining the Plan (or any other entity that is treated as the Employer pursuant to Code § 414(b), (c), (m) or (o)). However, Regular Pay may only be included in Statutory Compensation to the extent such amounts are paid by the later of 2 1/2 months after severance from employment or by the end of the limitation year that includes the date of such severance from employment. Any other payment of compensation paid after severance of employment that is not described in the following types of compensation is not considered Statutory Compensation within the meaning of Code § 415(c)(3), even if payment is made within the time period specified above. Statutory Compensation shall include Regular Pay after severance of employment only if: (A) The payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (B) The payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

Statutory Compensation for a limitation year shall not include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates. Participants may not make elective deferrals with respect to amounts that are not Statutory Compensation. Code § 415(c)(3) Compensation for any limitation year shall not exceed the annual compensation limit of Code § 401(a)(17).

Statutory Compensation shall include amounts that are includible in the gross income of a Participant under the rules of Code Section 409A or Code Section 457(f)(1)(A) or because the amounts are constructively received by the Participant.

This Section 9.1 is intended to satisfy the requirements imposed by Section 415 of the Code and the U.S. Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section shall not be construed in a manner that would impose limitations that are more stringent than those required by Section 415 of the Code and the U.S. Treasury Regulations thereunder. If and to the extent that the rules set forth in this Section are no longer required for qualification of the Plan under Section 401(a) and related provisions of the Code and the U.S. Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

9.2. Restrictions on Benefits Paid to Highly Compensated Employees

- (a) The purpose of this Section 9.2 is to conform the Plan to the requirements of Treasury Regulation Section 1.401-4(c) and Treasury Regulation Section 1.401(a)(4)-5(b).
 - (i) In the event of the termination of the Plan, the benefit of any Highly Compensated Employee (as defined in Section 414(q) of the Code) shall in no event exceed an amount that is nondiscriminatory under Section 401(a)(4) of the Code.
 - (ii) The annual payments to an Employee described in Section 9.2(a)(iii) may not exceed an amount equal in each year to the payments that would be made on behalf of the Employee under a straight life annuity that is the Actuarial Equivalent value of the Employee's accrued benefit and the other benefits to which the Employee is entitled under the Plan (other than a social security supplement), and the amount of the payments that the Employee is entitled to receive under a social security supplement. Notwithstanding the foregoing, the restrictions of this subparagraph (ii) do not apply if any one of the following requirements is satisfied:
 - (A) after payment to an Employee described in Section 9.2(a)(iii) of all "benefits", described in Section 9.2(a)(iv), the value of Plan assets equals or exceeds 110 percent of the value of current liabilities, as defined in Section 412(l)(7) of the Code, or
 - (B) the value of the benefits described in Section 9.2(a)(iv) for an Employee described in Section 9.2(a)(iii) is less than 1 percent of the value of current liabilities of the Plan, or
 - (C) the value of the benefits described in Section 9.2(a)(iv) for an Employee described in Section 9.2(a)(iii) does not exceed \$5,000 (or such other amount prescribed by section 411(a)(11) of the Code).

Furthermore, this subparagraph (ii) and Treasury Regulation Section 1.401(a)(4)-5(b)(3) shall not restrict any distribution to a Participant who agrees, by an adequately secured written agreement with the Trustees as prescribed by Section 9.2(b) (an "Agreement") to repay to the Plan and Trust Fund any amount necessary for the distribution of assets upon Plan termination to satisfy Section 401(a)(4) of the Code.

- (iii) The Employees whose benefits are restricted on distribution consist of the 25 Highly Compensated Employees whose Compensation, within the meaning of Section 414(q) of the Code, was the highest in the current or any prior Plan Year.
- (iv) For purposes of Section 9.2(a)(ii) the term "benefits" includes, in addition to other benefits payable under the Plan, loans in excess of the amounts set forth in Section 72(p)(2)(A) of the Code, any periodic income, any withdrawal values payable to a living Employee, and any death benefits not provided for by insurance on the Employee's life.

(b) Terms of Agreement

- (i) During any Plan Year, the amount that may be required to be repaid to the Trust Fund pursuant to an Agreement is the Restricted Amount.
 - (1) The "Restricted Amount" is the excess of the Accumulated Amount of distributions made to the Employee over the Accumulated Amount of the Employee's Nonrestricted Limit.
 - (2) The Employee's "Nonrestricted Limit" is equal to the payments that could have been distributed to the Employee, commencing when distribution commenced to the Employee, had the Employee received payments in the form described in Treasury Regulations Sections 1.401(a)(4)-5(b)(3)(i)(A) and (B).
 - (3) An "Accumulated Amount" is the amount of a payment, increased by a reasonable amount of interest from the date the payment was made (or would have been made) until the date for the determination of the Restricted Amount.
- (ii) Prior to receipt of a distribution under the terms of an Agreement, an Employee must (A) agree that upon such distribution the Employee will promptly deposit in an escrow account (an "Escrow Account") with a depository acceptable to the Trustees property having a fair market value equal to at least 125 percent of the Restricted Amount, or (B) post as collateral a bond or bank letter of credit equal to at least 100 percent of the Restricted Amount, which bond is furnished by an insurance company, bonding company, or other surety approved by the U.S. Treasury Department as an acceptable surety for federal bonds.

- (iii) Amounts in the Escrow Account in excess of 125 percent of the Restricted Amount may be withdrawn by the Employee. The Employee's liability under a bond or letter of credit in excess of 100 percent of the Restricted Amount may be released, where the Agreement has been secured by a bond or a letter of credit. If the market value of the property in the Escrow Account falls below 110 percent of the Restricted Amount, the Employee is obligated to deposit additional property to bring the value of the property held by the depository up to 125 percent of the Restricted Amount. An Employee has the right to receive any income from the property placed in the Escrow Account, subject to the foregoing obligation to maintain the value of the property.
- (iv) A depository may not redeliver to an Employee any property held under an Agreement, other than amounts in excess of 125 percent of the Restricted Amount, and a surety or bank may not release any liability on a bond or letter of credit unless the Trustees certifies to the depository, surety or bank that the Employee (or the Employee's estate) is no longer obligated to repay any amount under the Agreement. The Trustees will make such a certification if, any time after the distribution commences, either (A) the value of Plan assets equals or exceeds 110 percent of the value of current liabilities, (B) the value of the Employee's future Nonrestricted Limit constitutes less than 1 percent of the value of current liabilities, (C) the value of the Employee's future Nonrestricted Limit does not exceed \$5,000 (or such other amount prescribed by Section 411(a)(11) of the Code), or (D) the Plan has terminated and the benefit received by the Employee is nondiscriminatory. Such a certification by the Trustees shall terminate the Agreement.
- (c) In the event that Congress should provide by statute, or the Internal Revenue Service should provide by regulation or ruling, that any or all of the conditions set forth in Sections 9.2(a) and 9.2(b) are no longer necessary for the Plan to meet the requirements of Section 401 or other applicable provisions of the Code then in effect, such conditions shall immediately become void and shall no longer apply, without the necessity of further amendment to the Plan.

Section Ten - Administration of the Plan

- 10.1. The Board of Trustees shall be the "plan administrator" of the Plan within the meaning of ERISA. The administration of the Plan shall be the responsibility of the Board of Trustees except to the extent that:
- (a) authority to construe, administer and interpret the Plan is delegated to a committee appointed by the Board of Trustees in accordance with this Section 10;
 - (b) authority to hold the Fund of the Plan and to invest, control and disburse funds there under has been delegated to a custodian in accordance with the Trust Agreement.
- 10.2. The Trustees may from time to time establish rules for its administration of the Plan, adopt and prescribe appropriate forms and procedures for handling claims and the denial of claims. Except as herein otherwise expressly provided, the Trustees shall have the sole and exclusive discretion to interpret and apply the terms of the Plan and the rules there under, including all questions of coverage, eligibility, methods of providing benefits, etc. The decisions and the records of the Trustees shall be conclusive and binding upon the Employer, Participants, and all other persons having any interest in the Plan. No legal action may be commenced or maintained to recover benefits under the Plan more than 24 months after the final review/appeal decision by the plan administrator has been rendered.
- 10.3. The Trustees shall be entitled to rely upon all tables, valuations, certificates and reports furnished by the Actuary, upon all certificates and reports made by any accountant, and upon all opinions given by any legal counsel. The Trustees shall be fully protected against any action taken in good faith in reliance upon any such tables, valuations, certificates, reports or opinions. All actions so taken shall be conclusive upon each of them and upon all persons having any interest under the Plan. No Trustee shall be personally liable by virtue of any instrument executed by him or on his behalf as a Trustee, or for any neglect, omission or wrongdoing of any other member or of anyone employed by the Union, or for any loss unless resulting from his own gross negligence or willful misconduct, except as otherwise expressly provided in the Employee Retirement Income Security Act of 1974. Each member of the Trustees shall be indemnified by the Fund against expenses, including attorney's fees, reasonably incurred by him in connection with any action to which he may be a party by reason of his being a Trustee, except in relation to matters as to which he shall be adjudged in such action to be liable for gross negligence or willful misconduct in the performance of his duty as such member. The foregoing right of indemnification shall be in addition to any other rights to which any such member may be entitled as a matter of law.

Section Eleven - Miscellaneous Provisions

- 11.1. Neither the establishment of the Plan nor the making of any Employer contribution there under nor the creation of any fund or account there under nor the payment of any benefits shall be construed as giving to any Participant or any other person any legal or equitable right against the Employer unless conferred by written affirmative action of the Employer in accordance with the terms of the Plan. No participant shall have any right to be retained in the employ of the Employer by reason of the existence of the Plan, and all Participants shall remain subject to discharge to the same extent as if the Plan had never been established.
- 11.2. Non-alienation of benefits:
- (a) No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to 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 benefits; except as specifically provided in the Plan. Notwithstanding the foregoing, however, the creation, assignment, or recognition of a right to any benefit payable with respect to an Employee pursuant to a "qualified domestic relations order" (as defined in subsection 414(p) of the Internal Revenue Code) shall not be treated as an assignment or alienation prohibited by this Section 11.2. Any other provision of the Plan to the contrary notwithstanding, if a qualified domestic relations order requires the distribution of all or part of an Employee's benefits under the Plan, the establishment or acknowledgment of the alternate payee's right to benefits under the Plan in accordance with the terms of such qualified domestic relations order shall in all events be deemed to be consistent with the terms of the Plan.
 - (b) If any person entitled to receive any benefit under the Plan shall become bankrupt, or be declared insolvent, or make a general assignment for the benefit of creditors, or attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit, except as specifically provided in the Plan, then such benefit in the discretion of an Employer shall cease and terminate. In that event, an Employer shall direct the Trustee to hold such payments or apply the benefit or any part thereof to or for such person, his spouse, children, or other dependents, or any of them, in such manner and in such proportions as an Employer shall in its sole discretion determine, in accordance with applicable law.
 - (c) Notwithstanding the foregoing, a Participant's benefits may be offset against an amount that the Participant is ordered or required to pay if (i) the order or requirement to pay arises (A) under a judgment of conviction for a crime involving such plan, (B) under a civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation of part 4 of subtitle B of Title I of ERISA or (C) pursuant to a settlement between the Secretary of Labor and the Participant, or a settlement agreement between the

Pension Benefit Guaranty Corporation and the Participant in connection with a violation (or alleged violation) of part 4 of such subtitle by a fiduciary or any other person; (ii) the judgment, order, decree or settlement agreement expressly provides for the offset of all or part of the amount ordered or required to be paid to the Plan against the Participant's benefits provided under the Plan; or (iii) in a case in which the survivor annuity requirements apply with respect to distributions from the Plan to the Participant, if the Participant has a Spouse at the time at which the offset is to be made, (A) either such Spouse has consented in writing to such offset and such consent is witnessed by a notary public or Plan representative, or an election to waive the right of the Spouse to a Qualified Joint and Survivor Annuity is in effect, (B) such Spouse is ordered or required in such judgment, order, decree or settlement to pay an amount to the Plan in connection with a violation of part 4 of such subtitle or (C) in such judgment, order, decree or settlement, such Spouse retains the right to receive the Qualified Joint and Survivor Annuity determined in accordance with section (d) below.

- (d) The survivor annuity described in (c) above shall be determined as if (i) the Participant terminated employment on the date of the offset, (ii) there was no offset, (iii) the Plan permitted commencement of benefits only on or after Normal Retirement Age and (iv) the Plan provided only the minimum required qualified joint and survivor annuity. For purposes of this Section, "minimum required qualified joint and survivor annuity" means the qualified joint and survivor annuity which is the Actuarial Equivalent of the Participant's Accrued Benefit and under which the survivor annuity is fifty percent of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse.

11.3. Direct Rollover From the Plan:

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 11.3, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover

Definitions:

- (i) 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 a hardship distribution. Notwithstanding the above, effective January 1, 2002, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee

contributions which are not includible in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. Effective January 1, 2010, a Distributee who is a non-spouse Beneficiary may elect to have an Eligible Rollover Distribution be made in the form of a Direct Rollover payable to an individual retirement account (IRA) or Roth IRA established on behalf of such non-spouse Beneficiary.

- (ii) **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, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. Eligible Retirement Plan shall also mean 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 and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code. Effective January 1, 2008, an eligible retirement plan shall include a Roth IRA, described in Section 408A of the Code. Effective January 1, 2008, in the case of an Eligible Rollover Distribution to a non-spouse Beneficiary, an Eligible Retirement Plan is an individual retirement account (IRA) or Roth IRA established on behalf of such non-spouse Beneficiary and that will be treated as an inherited IRA pursuant to Section 402(c)(11) of the Code.
- (iii) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. Effective January 1, 2008, the term Distributee shall include any Beneficiary who is not the Spouse or former Spouse of the Participant or former Participant.
- (iv) **Direct rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee. Notwithstanding anything herein to the contrary, only one direct rollover may be made with respect to any eligible rollover distribution.

11.4. Domestic Relations Orders:

- (a) For the purposes of this Section, the following terms shall have the following definitions:
 - (i) Alternate Payee - Any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to all or a portion of the benefits payable under the Plan to the Participant.
 - (ii) Determination Period - The period of up to 18 months during which the Trustees shall determine the qualified status of a domestic relations order.
 - (iii) Determination Period Account - A segregated account established by the Trustee at the direction of the Trustees, in which amounts which may be payable to an Alternate Payee shall be held. A Determination Period Account shall be held in an interest-bearing account and credited with earnings of the account.
 - (iv) Qualified Domestic Relations Order - Any domestic relations order or judgment that meets the requirements set forth in Code Section 414(p).
- (b) If the Trustees receive a domestic relations order that purports to require the payment of a Participant's benefits to a person other than the Participant, the Trustees shall take the following steps:
 - (i) If benefits are in pay status, the Trustees shall direct the custodian to segregate and hold in a Determination Period Account the amounts that will be payable to the Alternate Payees with respect to the Determination Period if the order is a Qualified Domestic Relations Order.
 - (ii) The Trustees shall promptly notify the named Participant and any Alternate Payees of the receipt of the domestic relations order and of the Plan's procedures for determining if the order is a Qualified Domestic Relations Order.
 - (iii) The Trustees shall determine whether the order is a Qualified Domestic Relations Order under the provisions of Code Section 414(p).
 - (iv) The Trustees shall notify the named Participant and any Alternate Payees of its determination as to whether the order meets the requirements of a Qualified Domestic Relations Order.
- (c) If, within 18 months of receipt of the domestic relations order, the order is determined to be a Qualified Domestic Relations Order, the Trustees shall direct the custodian to pay the Determination Period Account to the persons entitled to receive the account pursuant to the order.

- (d) If, within 18 months of receipt of the domestic relations order, (i) the order is determined not to be a Qualified Domestic Relations Order or (ii) the issue as to whether the order is a Qualified Domestic Relations Order has not been resolved, the Trustees shall direct the custodian to pay the amounts held in the Determination Period Account to the Participant or other person who would have been entitled to such amounts if there had been no order.
- (e) If an order is determined to be a Qualified Domestic Relations Order after the end of the 18-month period, the determination shall be applied prospectively only.
- (f) An Alternate Payee shall be entitled to receive a distribution from a Participant's Account pursuant to a Qualified Domestic Relations Order, notwithstanding the fact that the Participant is not currently eligible to receive a distribution from the Plan. The distribution must be made in accordance with the procedures described in Code section 414(p), and if the distribution would exceed \$5,000 (or such other amount prescribed by section 411(a)(11) of the Code), the Alternate Payee must consent to the distribution. Should an Alternate Payee not receive a distribution under this Section and elect, instead, to maintain an account in the Plan, the provisions of Section 8 with respect to required beginning date shall apply to the Alternate Payee as if he were a Participant. Notwithstanding the foregoing, in no event will a distribution be made under this Section if the Participant is not fully vested in his Retirement Benefit.

11.5. Payment in Case of Incapacity:

If any person to whom a benefit is payable is under legal disability or is, in the sole judgment of the Trustees, otherwise unable to manage his financial affairs, the Trustees may, in its discretion, direct that any payment due to such person be made to (a) such person, (b) his legal guardian or conservator, (c) a custodian for him under the Uniform Gifts to Minors Act of any state, or (d) his spouse or any other person, to be expended for his benefit. The decision of the Trustees shall in each case be binding on all persons, and it shall be under no duty to see to the proper application of such payments.

11.6. Participants to Furnish Required Information:

- (a) Every Participant shall furnish to the Trustees such information as the Trustees considers necessary or desirable for purposes of administering the Plan. If a Participant, in his application for his retirement benefit or in response to any request by the Trustees for information, makes any statement which is erroneous, or omits any material fact, or fails before receiving his first payment to correct any information which he previously incorrectly furnished to the Trustees for its records, then the amount of his benefit shall be adjusted accordingly, if necessary, and the amount of any overpayment theretofore made to the Participant shall be deducted from his next succeeding payments as the Trustees shall direct.
- (b) Every Participant and other person entitled to benefits hereunder shall file with the Trustees from time to time, in writing, his post office address and each change

of post office address. Any check representing payment hereunder, and any communication addressed to a Participant or other person at his last address filed with the Trustees (or, if no such address has been filed, then at his last address as indicated on the records of an Employer), shall be binding on such person for all purposes of the Plan, and neither the Trustees nor an Employer shall be obligated to search for the location of any such person.

11.7. Reciprocity With Related Funds:

Effective October 24, 2008, for the purposes of determining eligibility for the retirement benefits in accordance with Section 4, but not for purposes of determining the amount of retirement benefits under Section 5, the service requirements thereunder shall include participation as a Participant of the:

- Laundry, Dry Cleaning Workers and Allied Industries Retirement Fund, UNITE HERE
- UNITE HERE National Retirement Fund
Amalgamated Retail Retirement Fund

as well as any other plan maintained pursuant to a collective-bargaining agreement to which the Union is or was party, provided that the aforesaid plans include reciprocal pension provisions.

Section Twelve - Right to Alter and Terminate

- 12.1. The Board of Trustees expressly reserves the right to alter, amend, modify or terminate the Plan, in whole or in part, or the methods of funding or administration thereof. No such amendment shall substantially change the rights to benefits which, prior to such amendment, have become fixed or matured by retirement, termination or death, and further provided that no part of the assets of the Trust Fund shall, by reason of any modification or amendment, be used for or diverted to, purposes other than for the exclusive benefit of Participants or Beneficiaries under the Plan.
- 12.2. No merger or consolidation with, or transfer of assets or liabilities to, any other person or retirement plan, shall be made unless the benefit each Participant in this Plan would receive if the Plan were terminated immediately after such merger or consolidation, or transfer of assets and liabilities, would be at least as great as the benefit he would have received had the Plan terminated immediately before such merger, consolidation or transfer.
- 12.3. No amendment to the Plan shall decrease the Accrued Benefit of a Participant unless it satisfies the requirements of section 412(d) (2) of the Code and any amendment to the Plan shall be subject to Section 432 of the Code.
- 12.4. While the Trustees intend to continue this Fund indefinitely, the Trustees, in their sole and absolute discretion, shall have the right to discontinue this Plan in whole or in part in accordance with the termination procedures set forth in the Agreement and Declaration of Trust that establishes this Fund. The rights of all affected Participants to benefits accrued to the date of termination, partial termination, or discontinuance to the extent funded as of such date shall be nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041A and 4281 of ERISA. In no event shall any Employer receive any amounts from the Fund upon termination of the Plan. The Fund must be used for the exclusive benefit of the Employees and their beneficiaries, as herein provided, after payment of administrative expenses and taxes, if any.

Section Thirteen - Determination of Top-Heavy Status

13.1. Top-Heavy Rules

This Section shall apply for purposes of determining whether the Plan is a Top-Heavy Plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirements of Section 416(c) of the Code for such years. This Section Thirteen shall not apply to any Employee included in a unit of Employees covered by a collective bargaining agreement.

13.2. Definitions

- (a) "Key Employee" means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date (as defined below) was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002), a 5% owner of the Employer, or a 1% owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means Statutory Compensation as defined in Section 9. The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Code and applicable regulations and other guidance of general applicability issued thereunder.
- (b) Top-Heavy Plan. For any Plan Year beginning after December 31, 1983, this Plan is a Top-Heavy Plan if any of the following conditions exists:
 - (i) If the Top-Heavy Ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group;
 - (ii) If this Plan is part of a Required Aggregation Group but not part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60%; or
 - (iii) If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.
- (c) Top-Heavy Ratio.
 - (i) If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in Section 408(k) of the Code) which during the 5-year period ending on the Determination Date has or has had account balances, the Top-Heavy Ratio for this Plan alone or for the Required or Permissive Aggregation Group, as applicable, is a fraction, the numerator of which is the sum of the present value of accrued

benefits of all Key Employees as of such Determination Date (including any part of any accrued benefit distributed in the 1-year period ending on the Determination Date)(5-year period ending on the Determination Date in the case of a distribution made for reason other than severance from employment, death or disability), and the denominator of which is the sum of the present value of accrued benefits (including any part of any accrued benefits distributed in the 1-year period ending on the Determination Date)(5-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability), determined in accordance with Section 416 of the Code and the Regulations thereunder.

- (ii) If the Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension) which during the 5-year period ending on the Determination Date has or has had any account balances, the Top-Heavy Ratio for any Required or Permissive Aggregation Group, as applicable, is a fraction, the numerator of which is the sum of the present value of accrued benefits of all Key Employees in the plans, plus the sum of the account balances of all Key Employees, determined in accordance with (i) above, and the denominator of which is the sum of the present value of accrued benefits of all participants, determined in accordance with (i) above, plus the account balances of all participants under the plans as of such Determination Date, all determined in accordance with Section 416 of the Code and the Regulations thereunder. The numerator and denominator of the Top-Heavy Ratio are increased in the manner described in paragraph (i) above.
- (iii) For purposes of paragraphs (i) and (ii) above, the value of account balances and the present value of accrued benefits is determined as of the most recent Valuation Date of the Plan that falls in or ends with the 12-month period ending on the Determination Date, except as otherwise provided in Section 416 of the Code and Regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant who (A) is not a Key Employee but who was a Key Employee in a prior year, or (B) has not been credited with at least one Hour of Service with any Employer maintaining the Plan at any time during the 1-year period ending on the Determination Date will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers and transfers are taken into account will be made in accordance with Section 416 of the Code and the Regulations thereunder. Deductible Employee contributions are not taken into account in computing the Top-Heavy Ratio.

The accrued benefit of a Participant other than a Key Employee is determined under (A) the method, if any, that uniformly applies for benefit accrual purposes under all defined benefit plans maintained by the Employer, or (B) if there is no uniform method, as if the benefit accrued

not more rapidly than under the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code.

- (d) **Permissive Aggregation Group:** The Required Aggregation Group and any other plan or plans of the Employer which, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Sections 401(a)(4) and 410(b) of the Code.
- (e) **Required Aggregation Group:** (A) Each qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the Plan Year containing the Determination Date or any of the four preceding Plan Years (regardless of whether the plan has terminated), and (B) any other qualified plan of the Employer which enables a plan described in (A) to meet the requirements of Section 401(a)(4) or 410(b) of the Code.
- (f) **Determination Date:** For any Plan Year after the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.
- (g) **Valuation Date:** For purposes of calculating the Top-Heavy Ratio, the Valuation Date of this Plan is the last day of each Plan Year.
- (h) **Present Value:** Present value shall be based only on the interest and mortality rates specified in Section A of Exhibit I of the Plan.

13.3. Top-Heavy Minimum Accrued Benefit

- (a) Notwithstanding any other provision in this Plan (except (c)-(f) below)), for any Plan Year in which this Plan is Top-Heavy, each Participant who is not a Key Employee and has completed 1,000 Hours of Service will accrue a benefit (to be provided solely by Employer contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than two percent of his or her highest average compensation for the five consecutive years for which the Participant had the highest compensation. The aggregate compensation for the years during such five-year period in which the Participant was credited with a year of service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because:
 - (i) the non-key employee's compensation is less than a stated amount;
 - (ii) the non-key employee is not employed on the last day of the accrual computation period; or
 - (iii) the Plan is integrated with Social Security.

- (b) For purposes of computing the minimum accrued benefit, compensation shall mean Statutory Compensation as defined above.
 - (c) No accrual shall be provided pursuant to (a) above for a year in which the Plan does not benefit any Key Employee or former Key Employee.
 - (d) No additional benefit accruals shall be provided pursuant to (a) above to the extent that the total accruals on behalf of the Participant attributable to employer contributions will provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds 20 percent of the Participant's highest average compensation for the five consecutive years for which the Participant had the highest compensation.
 - (e) The provision in (a) above shall not apply to any Participant to the extent that the Participant is covered under any other plan or plans of the Employer and the Employer has provided that the minimum allocation or benefit requirement applicable to top-heavy plans will be met in the other plan or plans.
 - (f) All accruals of employer-derived benefits, whether or not attributable to years for which the Plan is Top-Heavy, may be used in computing whether the minimum accrual requirements of paragraph (c) above are satisfied.
 - (g) For purposes of satisfying the minimum benefit requirements of Section 416(c)(1) of the Code and the Plan, in determining years of service with the Employer, any service with the Employer shall be disregarded to the extent that such service occurs during a Plan Year when the Plan benefits (within the meaning of Section 410(b) of the Code) no key employee or former key employee.
- 13.4. **Top-Heavy Benefit Adjustments.** If the form of benefit is other than a straight life annuity, the Participant must receive an amount that is the actuarial equivalent of the minimum straight life annuity benefit. If the benefit commences at a date other than at Normal Retirement Age, the Participant must receive at least an amount that is the actuarial equivalent of the minimum straight life annuity benefit commencing at Normal Retirement Age.
- 13.5. **Determination of Present Values and Amounts.** This Section shall apply for purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date.
- (a) **Distributions during year ending on the determination date.** The present values of accrued benefits and the amounts of account balances of an employee as of the determination date shall be increased by the distributions made with respect to the employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the 1-year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for

a reason other than severance from employment, death, or disability, this provision shall be applied by substituting "5-year period" for "1-year period."

- (b) Employees not performing services during year ending on determination date. The accrued benefits and accounts of any individual who has not performed services for the Employer during the 1-year period ending on the determination date shall not be taken into account.

- 13.6. **Nonforfeitability of Minimum Accrued Benefit.** The minimum accrued benefit required (to the extent required to be nonforfeitable under Section 416(b) of the Code) may not be forfeited under Section 411(a)(3)(B) or 411(a)(3)(D) of the Code.
- 13.7. **Top-Heavy Vesting.** For any Plan Year in which the Plan is Top-Heavy, each Participant shall be 100% vested after 3 Years of Service. This minimum vesting schedule applies to all benefits within the meaning of section 411(a)(7) of the Code including benefits accrued before the effective date of section 416 and benefits accrued before the Plan became top-heavy. Further, no decrease in a Participant's nonforfeitable percentage may occur in the event the Plan's status as Top-Heavy changes for any Plan Year. However, this Section 15.7 does not apply to the accrued benefit of any Employee who does not have an Hour of Service after the Plan has initially become Top-Heavy.
- 13.8. **Change in Statute Automatically Incorporated.** In the event that Congress should provide by statute, or the Treasury Department should provide by regulation or ruling, that the limitations provided in this Section are no longer necessary for the Plan to meet the requirements of Section 401 of the Code or other applicable law then in effect, such limitations shall become void and shall no longer apply, without the necessity of further amendment to the Plan.

Section Fourteen - Transfer Provisions

This Section describes how the various Plan appendices apply with respect to participants who transfer (or have transferred in the past) between or among employers who are covered under the Base Plan and the various appendices.

- 14.1. Salary used in benefit calculations: pay of any employer covered under the Plan will count towards service under any other provision or section of the Plan, so that final pay at the last employer will carry over to all formulas to the extent that it would have normally. This would not apply to Appendix II, since this is not a final pay formula, but would apply to all other sections. The 4% increment in Appendix I would apply to the pay of any employee covered under the UNITE Staff Plan ACTWU unit at October 6, 1997, even if they transfer to an employer covered by other plan provisions.
- 14.2. All service with any employer counts towards vesting, calculated in the same manner as vesting is defined in each section.
- 14.3. Service for purposes of early retirement or disability retirement eligibility or for eligibility for subsidized early retirement factors is based only on service accrued under each plan section (e.g., for an employee with 5 years at the general office and 10 years at New York Joint Board, 5 years of service would be counted under the Base Plan text and 10 years would be counted under Appendix IV).

Notwithstanding the foregoing, for Employers who initially adopted the John Kenneally OEL Plan (previously known as the Officers and Employees of the Locals of the Hotel Employees and Restaurant Employees International Union Pension Plan) and then transitioned into the Base Plan, all years of service will be counted for purposes of determining eligibility for benefits under Sections 4.2 and 4.5 of the Base Plan.

- 14.4. Section 14.3 above notwithstanding, for purposes of eligibility to commence benefits prior to age 65, the least restrictive criteria of any of the appendices will apply, but with an Actuarial Equivalent reduction to any benefit payable earlier than provided for under any Appendix (or the Base Plan text). For example, if a Chicago participant transfers to the general office and qualifies to retire at age 55 under the Base Plan, the benefit payable under the Appendix III would be payable at age 55, but with an actuarial reduction from age 60 (the earliest commencement date permitted under that Appendix).
- 14.5. Contribution refund options: the entire combined employee contribution account may be refunded at termination or retirement. If it is not refunded, the most advantageous (to the participant) post-retirement death benefit feature will apply (e.g., the refund upon death after commencement for contributions plus interest in excess of one-half of the cumulative benefit payments made would apply on the entire benefit even if part of the benefit was accrued under the provision that contributions with interest in excess of 100% of the cumulative benefit payments is refunded at death).
- 14.6. Form of payment: only one payment option will be permitted on the entire benefit (e.g., single life annuity, joint & 50% survivor, etc.) based on the largest range of options

available to the participant based on service under any part of the plan. However, benefits will be paid on an Actuarially Equivalent basis on any part of the benefit that would not have otherwise been available to the participant had he not transferred. For example, a participant covered under the general office who is eligible for the J& 50%, J& 60%, J&75%, J&80% and J&100% options for part of his benefit will be eligible for such options even for benefits accrued under Appendix II (ALICO provisions) but based on such benefits accrued under Appendix II being Actuarially Equivalent to the normal form of payment under Appendix II.

14.7. Effective as of the respective dates noted below, provided that the adoption of such amendments allows for the Plan to pass nondiscrimination testing pursuant to Sections 401(a) of the Code and the regulations there under:

- (1) Effective July 8, 2004, Employees who were formerly employed by an Affiliate, participated in the HERE OEL Plan, and transferred to the UNITE HERE IU shall begin to accrue benefits under the Plan as of the date the employee transfers to the UNITE HERE IU. Benefits for such employees accrued under the HERE OEL Plan shall be frozen as of the date accruals under the Plan commence, but such employees shall receive vesting credit under the Plan for their years of service with an Affiliate.
- (2) Effective July 8, 2004, Employees who transferred from an Affiliate to the UNITE HERE IU, and participated in the ACTWU or ILGWU retirement plans, shall continue to accrue benefits under those plans, respectively.
- (3) Employees who transfer from an Affiliate to the UNITE HERE IU who did not formerly participate in any staff pension plan shall commence participation in the Plan as of the later of October 1, 2005 and the transfer date. Employees shall receive vesting credit under the Plan for their years of service with an Affiliate.
- (4) Effective August 19, 2005, Employees who transferred from the UNITE HERE IU to an Affiliate who formerly participated in the Plan or the HERE IU Plan, shall remain on their current plan, respectively.
- (5) Effective as of October 1, 2005, any Employee who, prior to October 1, 2005, was accruing a benefit under both the HERE IU Plan and the HERE OEL Plan because they were employed by UNITE HERE IU and an Affiliate but are now employed only by UNITE HERE IU, shall continue to accrue a benefit under the Plan (including Appendix XIX) in accordance with the Plan. The accrued benefit of such Employee under the HERE OEL Plan shall be frozen as of the date of transfer to UNITE HERE IU only employment, and shall be determined and distributed in accordance with the provisions of the Plan and Appendix XVII. The accrued benefit of such Employee under the HERE IU Plan on and after the date of transfer shall be determined and distributed in accordance with the provisions of the Plan and Appendix XIX.

Appendix I – ACTWU Participants

CLOSED GROUP – January 1, 2003

The provisions of this Appendix I apply to participants in the former UNITE Staff Retirement Plan – ACTWU Unit prior to January 1, 2003. This includes those hired by ACTWU prior July 1, 1995 and anyone hired prior to January 1, 2003 by a former ACTWU affiliate that contributes to the Plan. No Employees hired on or after January 1, 2003 shall be covered under the terms of this Appendix I. In the event of any conflict between the terms of the Plan and the terms of this Appendix I, the terms of this Appendix I will control.

The Base Plan (without its attached Appendices) will apply to Participants described above, except when this Appendix I overrides specific provisions thereof. In the event of any conflict between the terms of the Plan and the terms of this Appendix I, the terms of this Appendix I will control with respect to participants covered by this Appendix I. References in this Appendix I to the UNITE Staff Retirement Plan – ACTWU Unit shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Base Plan or in Appendix I, it is intended that the Plan and Appendix I be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of Participants covered under this Appendix I as of January 1, 2003 shall not be decreased.

I-1.9 "Average Salary" shall mean the average Salary rate received by a Participant during the highest consecutive two-year period preceding severance from employment, except that periods of short-term disability (up to six (6)) months) are disregarded for purposes of computing Average Salary. For purposes of this Section, effective as of January 1, 2003, Participants who are on leave from the Employer to provide services to the Union shall have such period of leave disregarded for purposes of computing their Average Salary. Such period during which Salary is disregarded shall be for a maximum of six months. If a Participant receives a fraction of a month of Credited Service because his scheduled number of hours of duty is less than the normally scheduled number of hours (except for periods of short-term disability), his Salary for this purpose shall be deemed to be his basic compensation rate divided by a fraction equal to the number of his scheduled hours divided by the normally scheduled number, unless such change in the normally scheduled number of hours is temporary in nature.

I-1.28 "Salary" with respect to any Participant means the basic compensation rate paid by an Employer. Amounts contributed under this Plan and any nontaxable fringe benefits provided by an Employer shall not be considered as Salary. In addition, Salary shall include salary reduction contributions made on behalf of the Participant to a Code Section 401(k), 125, 132(f)(4), 401(h) or 403(b) Plan maintained by an Employer. For the Plan Year of 1994, the lump sum payment paid by the Employer in lieu of a wage increase shall be included in Salary in each year from 1994 forward. Such lump sum amount shall be divided by the number of weeks to which it relates to derive an annual monthly amount to include in Salary for 1994 and in each year thereafter.

The annual Salary of each Eligible Employee taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000. Annual Salary means Salary during the Plan Year, as otherwise defined in the Plan. For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Salary for prior Plan Years shall be limited to \$200,000. The \$200,000 limit on annual Salary shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code.

For Plan Years beginning on and after January 1, 2001, for all purposes of the Plan, Salary paid or made available during such Plan Years shall include elective amounts that are not includible in the gross income of the Employee by reason of Code Section 132(f)(4).

Effective January 1, 2011, Salary with respect to any Participant means "Salary" as defined in Section 1.29 of the Base Plan, plus it shall also include for the Plan Year of 1994, the lump sum payment paid by the Employer in lieu of a wage increase shall be included in Salary in each year from 1994 forward. Such lump sum amount shall be divided by the number of weeks to which it relates to derive an annual monthly amount to include Salary for 1994 and in each year thereafter.

I-3.1 In accordance with this Section I-3.1, a Participant's period of Service for vesting shall be determined by his number of Years of Service.

A Year of Service shall mean any Plan Year during which an Employee is credited with at least 1,000 Hours of Service, subject to Sections 3.3 through 3.6. Effective as of January 1, 2003, the above notwithstanding, Years of Service for Participant Sean Munzer shall include service with UNITE Local 66 to the extent that such service would otherwise be includable as Service under this Plan, and Years of Service for participant Deborah Lain shall include the period from September 30, 1990 to October 16, 1991 (based on the rules described in Section I-3.2 (b)).

I-3.2 The amount of the benefit payable to or on behalf of a Participant shall be determined on the basis of his Credited Service. Credited Service shall mean Years of Service except for the following:

- (a) If a Participant makes any portion of any required Employee Contribution, the Credited Service attributable to the period for which the contribution was made will be counted for Credited Service. Any period of Service for which a Participant does not make any required contributions shall be disregarded for purposes of determining Credited Service. Periods of Credited Service may be disregarded upon application of Section 3.3.
- (b) For purposes of computing Credited Service for Participants who have an Hour of Service on or after January 1, 2003, a Year of Service shall be measured in years and fractions thereof, irrespective of the number of Hours of Service completed by the Participant in a Plan Year.

I-3.7 (a) Prior to October 7, 1996, each Participant was required to make contributions to the Fund until he had completed 30 or more Years of Credited Service. Effective

October 7, 1996 Participants shall not be required or permitted to make contributions to the Plan.

- (b) An Accumulated Contributions Account shall be maintained for each Participant who made contributions to the Fund in accordance with Section I-3.7(a) above and shall be credited with his aggregate contributions together with Credited Interest.
- (c) A Participant's Accrued Benefit derived from his Accumulated Contributions shall be determined by converting, on an Actuarial Equivalent basis, the balance in his Accumulated Contributions Account as of the date of distribution of his Accumulated Contributions Account (or his Annuity Starting Date, if earlier) into a life annuity benefit at his Normal Retirement Date (or as of his Annuity Starting Date, if later). The Participant's Accrued Benefit derived from Employer contributions shall be the excess, if any, of his Accrued Benefit over his Accrued Benefit derived from his Accumulated Contributions.

- I-5.1 The annual amount of Regular Annuity payable to a Participant retiring in accordance with Section 4.1 or 4.4 and commencing at retirement, shall be equal to 2.50% of his Average Salary multiplied by his Credited Service, not in excess of 30 years.

The Regular Annuity of Participants who were active Employees of an Employer on October 7, 1996, shall upon retirement be 104% of the amount computed above.

- I-5.2 If a Participant retires under Section 4.2 of the Plan, the amount of Regular Benefit to which he is entitled, commencing at his Normal Retirement Date, is determined pursuant to the formula in Section I-5.1 (but not less than I-5.7).

At the Participant's request a benefit may become payable on any date between his retirement date and his Normal Retirement Date. Such reduced benefit shall be the Regular Benefit determined pursuant to Section I-5.1 multiplied by a percentage equal to (a) 100% minus (b) 0.1667% multiplied by the number of full months that the benefit commencement date precedes his Normal Retirement Date.

- I-5.3 The vested benefit under Section 4.5 shall be an annuity commencing at his Normal Retirement Date based on his Accrued Benefit determined pursuant to Section I-5.1 (but not less than I-5.7), or as provided in Section I-5.9.

At the Participant's request, a benefit may become payable on any date between his retirement date and his Normal Retirement Date. Such reduced benefit shall be the Regular Benefit determined pursuant to Section I-5.1 multiplied by a percentage equal to (a) 100% minus (b) 0.5% multiplied by the number of full months that the benefit commencement date precedes his Normal Retirement Date.

- I-5.7 Section I-5.1 notwithstanding, in no event shall the annual Regular Annuity be less than the sum of (i) monthly annuity which is the Actuarial Equivalent of the Participant's Accumulated Contributions (assuming they are not withdrawn), plus (ii) \$25 times Credited Service.

- I-5.8 Section I-5.2 notwithstanding, in no event shall the annual Regular Annuity be less than the sum of (i) the monthly annuity which is the Actuarial Equivalent of the Participant's Accumulated Contributions (assuming they are not withdrawn) plus (ii) \$25 times Credited Service, multiplied by a percentage equal to (a) 100% minus (b) 0.1667% multiplied by the number of full months that the benefit commencement precedes his Normal Retirement Date.
- I-5.9 A Participant who is entitled to benefits under Section 4.1, 4.2, 4.4 or 4.5 may elect to receive a lump sum payment of his Accumulated Contributions, referred to hereinafter as a "refund", in lieu of the normal form of benefit in accordance with Section 7. On the date as of which such refund is paid (hereinafter referred to as the "refund date"), the benefit to which he would otherwise be entitled under Section Seven shall be reduced by the Actuarial Equivalent of the Participant's Accumulated Contributions. Notwithstanding the above, any payment other than in the form of a Qualified Joint and Survivor Annuity shall be made only with the consent of the Participant's spouse, as more fully detailed in Section 7.

SECTION SIX – Pre-retirement death benefits

Add the following Section 6.2(d):

- I-6.2(d) Upon the death of the Surviving Spouse, the Participant's contingent Beneficiary shall be paid a lump sum distribution equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions account as of the Annuity Starting Date exceeds one-half of the aggregate benefit payments made to the Participant and the Spouse.

Add the following Section 6.3:

I-6.3 The other pre-retirement Death Benefits shall be:

- (a) In the event of the death of a Participant prior to retirement who is not eligible for the Surviving Spouse benefit in Section 6.1, his Beneficiary is entitled to the amount specified in Section I-6.2(d).
- (b) Upon the death of a Participant (and of his Spouse, if a Qualified Joint and Survivor Annuity is in effect) after his Annuity Starting Date, his Spouse, if any, or Beneficiary shall be entitled to receive a lump sum payment equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions Account as of the Annuity Starting Date exceeds one-half of the aggregate benefit payments made to the Participant and, if applicable, his Spouse.
- (c) Notwithstanding any other provisions of this Section to the contrary, if payment of retirement benefits to a Participant has not commenced before his death, the entire death benefit payable hereunder shall be distributed by the December 31 coinciding with or next following the fifth anniversary of the Participant's death. However, if distribution of the survivorship benefit is to be made to a surviving Beneficiary over the life of such Beneficiary and the distribution begins by the

December 31 coinciding with or next following the first anniversary of the Participant's death, benefits may be distributed over a period of longer than five years. In the event that the Participant's Spouse is his Beneficiary, the requirement that the distribution commence within one year of a Participant's death shall not apply, although the distribution must commence no later than April 1st following the calendar year in which the deceased Participant would have attained age 70½.

Section 7.1(c) – In addition to the provisions of Section 7.1 of the Base Plan, the following shall apply to Participants covered under this Appendix I:

- I-7.1(c) A Participant who was married for at least five (5) years prior to the earliest date: (i) of his severance, or (ii) of his retirement under the Plan, may elect from various joint annuity options in accordance with Table A. A joint annuity shall be payable to the annuitant during his life and, after his death, to his Spouse, if surviving, during her life. The amount of the monthly payments to an annuitant who has elected a joint annuity and to his Surviving Spouse, shall be computed by applying to the monthly Regular Annuity to which the annuitant would otherwise have been entitled, the percentage determined in accordance with Table A annexed hereto. If no election is made, option E will be deemed to have been elected.
- I-7.3 Other Death Benefits -- Upon the death of a Participant (and of his Spouse, if a Qualified Joint and Survivor Annuity is in effect) after his Annuity Starting Date, his Beneficiary shall be entitled to receive a lump sum payment equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions Account as of the Annuity Starting Date exceeds one-half of the aggregate benefit payments made to the Participant and, if applicable, his Spouse.

Appendix II – ALICO Plan Participants

The provisions of this Appendix II apply to (i) participants in the Pension Plan for Employees of Amalgamated Life Insurance Company (the "ALICO Plan") prior to June 1, 2000 and to (ii) employees hired on or after June 1, 2000 who meet the definition of Employee in this Appendix II. The ALICO Plan was merged into the Plan on June 1, 2000 and all participants in the ALICO Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix II, the terms of this Appendix II will control with respect to Participants covered by this Appendix II. References in this Appendix to the ALICO Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix II, it is intended that the Plan and this Appendix II be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the ALICO Plan as of June 1, 2000 shall not be decreased as a result of the merger of the ALICO Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to June 1, 2000.

The following definitions shall apply for purposes of this Appendix II:

"Average Monthly Compensation" means (A) with respect to the Four Year Average, the average obtained by dividing by forty-eight (48) the sum of the highest Compensation amounts received in any of four (4) years preceding an Employee's retirement or date of termination, whichever is earlier, and (B) with respect to the Ten Year Average, the average obtained by dividing by 120 the sum of the highest ten consecutive years of Compensation preceding an Employee's retirement or date of termination.

"Compensation" means total remuneration of an Employee on account of his employment with the Employer, including but not limited to salary, overtime, sick pay and the Employee's Tax Deferred Contributions and Supplemental Tax Deferred Contributions under the Savings Plan. Effective January 1, 2008, Compensation shall include Code Section 125 salary reductions. The Code Section 401(a)(17) limitations and Code Section 132(f) provisions found in the Base Plan document under the definition of Salary shall apply to the definition of Compensation herein. Compensation shall not include travel reimbursements in connection with the move of the ALICO offices. Effective January 1, 2011, Compensation shall not include severance pay.

"Eligible Rollover" means the full amount of the Member's Tax Deferred Contribution Account which a participant, subject to such rules as adopted by the Trustees and within the meaning of Sections 402(a)(5) and 408(d)(3) of the Internal Revenue Code, transfers to this ALICO Plan.

"Employee" means, prior to January 1, 2001, any employee of the Employer other than one who is a member of the night crew and any service executives that do not work in the main or branch offices of Amalgamated Life Insurance Company, including employees who are members of the Union and officers, but excluding any officer who is also an employee of the Union or who is an employee of any company or a member of any firm that has in effect a collective bargaining agreement with the Union. Effective as of January 1, 2001, "Employee" means any employee of

the Employer, including members of the Union and officers, other than (a) one who is a member of the night crew, (b) any service executives that do not work in the main or branch offices of Amalgamated Life Insurance Company, (c) student interns, (d) medical per diem employees, and (e) any officer who is also an employee of the Union or who is an employee of any company or a member of any firm that has in effect a collective bargaining agreement with the Union. Effective April 14, 2004, "Employee" also excludes employees of the Pennsylvania office.

However, all the above notwithstanding, Employee shall not include any employee who was an employee of the general office of the Union as of December 31, 2001 and covered under either Appendix I hereof (provisions for ACTWU participants) or under Appendix VIII hereof (provisions for ILGWU Participants).

However, all of the above notwithstanding, "Employee" shall exclude any individual retained by an Employer to perform services for such Employer (for either a definite or indefinite duration) and is characterized thereby as a fee-for-service worker or independent contractor or in a similar capacity (rather than in the capacity of an employee), regardless of such individual's status under common law, including, without limitation, any such individual who is or has been determined by a third party, including, without limitation, a government agency or board or court or arbitrator, to be an employee of an Employer for any purpose, including, without limitation, for purposes of any employee benefit plan of an Employer (including this Plan) or for purposes of federal, state or local tax withholding, employment tax or employment law.

"Employer" means Amalgamated Life Insurance Company with respect to its employees and any affiliated organization to which this ALICO Plan may be made applicable with respect to its employees. Other than for purposes of eligibility to participate under the terms of this Appendix II, however, Employer shall mean the Union, as defined in the Base Plan document.

"Member" or "Participant" means an Employee covered by the terms of this Appendix II.

"Pension Plan Value of Savings Plan Account" means the lesser of: (a) the value to which Tax Deferred Contributions to the Savings Plan would have accumulated With Interest had they instead been contributed under the terms of this ALICO Plan, and (b) the value of the Member's Tax Deferred Contributions Account.

"Savings Plan" means the Savings Plan for Employees of the Amalgamated Life Insurance Company.

"Savings Plan Trust Fund" means all the assets held at any time under the Savings Plan for Employees of the Amalgamated Life Insurance Company.

"Supplemental Tax Deferred Contributions" means those contributions made by an Employer on behalf of a participant in the Savings Plan, in excess of Tax Deferred Contributions.

"Tax Deferred Contributions" means those contributions made by an Employer after May 1, 1997 (April 1, 1998 for those covered by a collective bargaining agreement) on behalf of a participant to the Savings Plan, but in no event more than 1.5% of a Participant's Compensation in any one Year. No additional Tax-Deferred Contributions will be made by an Employer (i) on

behalf of non-union Participants on or after June 15, 2010 and (ii) on behalf of union Participants on or after January 1, 2011.

"Tax Deferred Contributions Account" means the account for each Participant attributable to his Tax Deferred Contributions, assuming such contributions, when added to his Tax Deferred Contributions Account in the Savings Plan which existed on December 31, 1994 (applies only for those who terminated employment with the Employer prior to January 1, 2002), were made to and remain invested in the Tracking Fund.

"Tracking Fund" means the Fidelity Managed Income Portfolio Fund in the Savings Plan or such successor fund as adopted by the Trustees.

"With Interest" means interest at a specified rate compounded annually and credited on each ALICO Plan Year's Member contribution from the end of the ALICO Plan Year to the first of the month in which the Member's death occurs, termination of service or retirement under the ALICO Plan.

"With Statutory Interest" means interest at a specified rate compounded annually and credited on each Plan Year's member contribution from the end of the Plan Year to the first of the month of the earlier of the Members retirement date or the lump sum payment of his contributions. Specified rate means:

Prior to 1976	3.00% per annum, compounded annually for contributions made subsequent to 1/1/60, 2% per annum for other contributions.
1976-1987	5.00% per annum, compounded annually
From 1988	120% of the applicable federal mid-term rate determined as of January 1st of each such year pursuant to Section 411(c)(2)(C)(iii) of the Code.

Service of Participants covered by this Appendix II shall be determined in accordance with Sections II3.1 through II3.8, immediately following:

II3.1 In accordance with this Section II3.1, a Participant's period of Service shall be the sum of Service as defined in Section II3.2 and II3.3.

II3.2 For periods prior to December 31, 2000, Service is defined as follows:

- (a) Service means continuous service with the Employer as an Employee from the first day of employment as established by the personnel records of the Employer.
- (b) A Year of Service is each 12 month period of Service.

Service means the aggregate of all periods of an Employee's employment from his date of hire with the Employer and counting as a complete month any month in which an Employee is paid, or entitled to payment, for the performance of duties. Service shall also include (i) a period of up to 12 months of absence from employment for any reason other than because of resignation, retirement, death or discharge, (ii) the period from the date the Employee resigns, retires or is

discharged to the date of his reemployment, if he returns to employment with the Employer or any member of such Employer's Group within 12 months of such resignation, retirement or discharge, (iii) any period that is required to be counted as Service under the applicable provisions of the Family and Medical Leave Act and (iv) in the case of an Employee who is absent from employment by reason of a maternity or paternity absence beyond the first anniversary of the date such absence began, the period that is the earlier of (a) the second anniversary of the beginning of such absence or (b) the date such maternity or paternity absence ceased.

- (c) If a Member incurs a "break-in-service", his Service prior to such break shall not be included in the aggregate of his Service for eligibility for benefits unless (i) he had rights to deferred benefits at the commencement of such break, or (ii) the number of his consecutive one-year breaks in service is less than the greater of five and the aggregate number of years of his Service prior to the break or (iii) he re-pays his contributions in accordance with Section 5.2.
- (d) A Member who left or leaves the employment of the Employer for military service with the United States, and who has reemployment rights under the applicable law and complies with the requirements of such law and returns within 90 days after he was entitled to be released (or at such later time as the Employer may approve or require), shall be deemed to have continued in employment during such period of absence at the average rate of hours per week he was employed in the calendar year preceding the year he left. Notwithstanding any provision of the ALICO Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.
- (e) A one year "break in service" means a period of at least 12 consecutive months beginning on the Employee's Severance Date during which the Employee did not perform any duties for the Employer. No break in service is deemed to have occurred for this purpose if at least 500 hours are worked in any year. Severance Date means the earlier of: (i) the date of the Employee's quit, discharge or retirement, or (ii) the first anniversary of the first day of absence from employment for any reason other than quit, discharge or retirement. Solely for purposes of determining whether a break in service has occurred, effective for ALICO Plan Years beginning on or after January 1, 1985, the Severance Date of an Employee who is absent from employment beyond such first anniversary date by reason of a maternity or paternity absence described in the next sentence is the second anniversary of the first day of such absence. A maternity or paternity absence means an absence by reason of the pregnancy of the Eligible Employee, the birth of a child of the Employee, the placement of the child with the Employee in connection with the adoption of the child by the Employee, or for purposes of caring for the child for a period beginning immediately after such birth or placement.

A Participant shall not incur a break in service because of an absence from work that is approved or authorized by the Employer as a leave of absence. A leave of absence shall mean an Employee's absence from employment with the Employer by reason of service in the armed forces of the United States, jury duty, sick or disability leave, or any other approved absence, provided that the Employee returns to the employment of the Employer on or before the expiration of his leave or while his reemployment rights are protected by applicable federal law.

II3.3 A year of Service after December 31, 2000 shall mean any Plan Year during which an Employee is credited with at least 1,000 Hours of Service, subject to Sections II3.5 through II3.7. An Employee's initial eligibility computation period shall be the twelve consecutive month period beginning with the date the Employee first performs an Hour of Service for an Employer or any other member of the controlled group. Thereafter, the eligibility computation period of an Employee who fails to complete at least 1,000 Hours of Service within said twelve consecutive month period shall be the Plan Year, commencing with the Plan Year that includes the first anniversary of the date of his first Hour of Service.

II3.4 Credited Service is computed in years and (prior to January 1, 2001) completed months and shall be used to determine a Member's pension under the ALICO Plan and is equal to the Member's Service (as defined in Section II3.1) excluding any period of employment due to an approved leave of absence without compensation but including any period of military service with the United States, as described in Section II3.2(d) and II3.7.

II3.5 For a former Member who previously satisfied the requirements for vested benefits, and who again is employed, his pre-break Service and Credited Service shall be restored as of his reemployment date in determining his rights and benefits under the ALICO Plan.

For a former Member who, at the time of a Break in Service, as defined in Section II3.5, had not fulfilled the requirements for vested benefits, and who again is employed, years of Service and Credited Service before the Break in Service shall be restored as of his reemployment date if the number of consecutive one year Breaks in Service was less than the greater of: (i) five, or (ii) the aggregate number of years of Service before the Break in Service.

Notwithstanding the foregoing, Members who work for the Employer and are receiving benefits under the Plan shall continue to receive benefits under the Plan, provided such Members do not work more than 18 hours per week for the Employer.

II3.6 Break in Service means a Plan Year during which an Employee has not completed more than 500 Hours of Service with the Employer, subject to "Leave of Absence" rules under Section II3.7.

II3.7 A "Leave of Absence" will mean an Employee's absence from active employment with ALICO by reason of service in the armed forces of the United States, jury duty, sick or disability leave, or any Employer-approved absence granted, provided that the Employee returns to active employment with the Company on or before the expiration of his leave

or while his re-employment rights are protected by applicable federal law. If he does not return to active employment, the period of absence shall not be taken into account in computing Hours of Service, and his employment shall be considered terminated as of the beginning of the absence.

An Employee shall be credited with 40 Hours of Service for each full week the Employee is on a Leave of Absence if he is not otherwise credited with such Hours of Service; however, if an Eligible Employee customarily worked fewer than 40 hours per week in the six months immediately preceding the beginning of his leave, then he shall be credited for each full week of such Leave of Absence with the customarily worked number of hours, if he is not otherwise credited with such Hours of Service.

For purposes of determining whether an Employee has a Break in Service, an Employee shall receive credit during a maternity/paternity absence for the Hours of Service which would otherwise normally have been credited to the Employee but for such absence. Hours of Service shall be credited in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or, in all other cases, in the following Plan Year. However, in no event shall more than 501 Hours of Service be credited with respect to any such absence. A maternity/paternity absence shall mean an absence from work by reason of the pregnancy of the Employee, the birth of a child of the Employee, or the placement of a child with the Employee in connection with the adoption of such child by the Employee, or for purposes of caring for such a child for a period immediately following such birth or placement.

- II3.8 Notwithstanding any provision of the Plan to the contrary, Arnold Shasun shall be permitted to receive benefits under the Plan and continue his employment with ALICO without a suspension of benefits until December 31, 2009.

The retirement dates of Participants covered by this Appendix II shall be in accordance with Sections II4.1 through II4.5, immediately following:

- II4.1 A Member's Normal Retirement Date is the first day of the calendar month coinciding with or next following his 65th birthday. A Member may elect to retire on his Normal Retirement Date. A Member's right to his normal retirement benefit is non-forfeitable upon attainment of age 65.
- II4.2 If a Member elects to continue in service with his Employer after his Normal Retirement Date, he may retire on the first day of any subsequent calendar month, which date shall be known as his "deferred retirement date". In no event shall such date be later than April 1 of the calendar year following the calendar year in which the employee attains age 70½.
- II4.3 A Member who terminates from employment with an Employer prior to his Normal Retirement Date shall receive an Early Retirement Benefit if the Member satisfies (a) or (b) below:
- (a) For benefits earned before January 1, 2015, a Member who is an active Employee may retire on the first day of any month between his 55th and his 65th birthday or, if

earlier, on the first day of any month after having 30 years of Credited Service ("Part A Early Retirement Date"). This portion of your Accrued Benefit is payable upon such Early Retirement Date.

(b) For benefits earned on or after January 1, 2015, a Member who is an active Employee may retire on the first day of any month between his 55th and his 65th birthday and provided that the Member has completed 15 Years of Credited Service ("Part B Early Retirement Date"). Such benefits shall not commence before attainment of age 55, even if the Member has commenced a benefit under section II.4.3(a)

(c) If a Member is eligible to retire under II.4.3(a) but not under II.4.3(b), then the portion of the benefit earned before January 1, 2015 shall be payable upon the Part A Early Retirement Date, and the portion of the benefit earned on and after January 1, 2015 shall be payable upon the Part B Early Retirement Date or Normal Retirement Date, as applicable.

II4.4 A Member who becomes totally and permanently disabled while an Employee of the Employer and thereby becomes eligible for a disability benefit under Title II of the Federal Social Security Act and who, on his last day of active employment with the Employer, either:

(a) had 20 or more years of Service, or

(b) had reached his 55th (but not his 65th) birthday and had 15 or more years of Service

shall be retired on the first day of the month for which he first becomes entitled to such Social Security disability benefit payments as reflected by the Certificate of Award issued by the Federal Social Security Administration. Such date shall be known as his "disability retirement date".

II4.5 Unless otherwise specified, the term "retirement date" of a Member shall mean his normal, deferred, early or disability retirement date, whichever is applicable, and "retired" shall imply termination of active employment, except as specifically provided otherwise in this Appendix.

The benefit of a Participant covered by this Appendix II shall be determined in accordance with Sections II6.1 through II6.8, immediately following. All references in Sections II6.1 through II6.8 to April 1, 1998 apply only with respect to Members covered by a collective bargaining agreement. For Members not covered by a collective bargaining agreement, such date shall be replaced by May 1, 1997, wherever it appears in such Sections. For Members who are not covered by a Collective Bargaining Agreement who terminate employment on or after May 1, 2005, Sections II6.2, II6.7 and II6.8 shall not apply.

II6.1 Commencing on his retirement date, a Member who is retiring in accordance with Section II4.1 or II4.2 shall receive a monthly pension for life equal to the amount as specified in Section II6.7 and II6.8 plus the excess if any of (a) two and one-half percent (2.50%) of his Four Year Average Monthly Compensation at April 1, 1998 multiplied by

the number of years of his Credited Service at April 1, 1998, subject to a maximum of 75% of Four Year Average Monthly Compensation at April 1, 1998, over (b) the sum of (applies only with respect to those covered by a collective bargaining agreement who last terminated employment with the Employer prior to the expiration of the collective bargaining agreement in effect on January 1, 2002):

- (i) the Actuarial Equivalent monthly annuity of the Member's Pension Plan Value of Savings Plan Account accrued prior to April 1, 1998 using the same factors and method as in Section II6.6, and
- (ii) the Actuarial Equivalent monthly annuity of the excess of the value of the Member's Tax Deferred Contributions Account accrued prior to April 1, 1998, if any, over his Pension Plan Value of Savings Plan Account accrued prior to April 1, 1998.

For Plan Years beginning prior to January 1, 2001, each full calendar month of service in excess of a full year shall be counted as one-twelfth of a year of Credited Service. The monthly pension shall be computed to the nearest cent.

With respect to Employees who retired or terminated employment prior to July 1, 2001 (or for Employees covered under a collective bargaining agreement as of the date that the agreement changed), "2.50%" shall be replaced with 2.25%.

The above notwithstanding, the monthly benefit payable with respect to Employees not covered by a collective bargaining agreement who terminate employment after May 1, 2005 shall be equal to the excess of (a) two and one-half percent (2.50%) of his Ten Year Average Monthly Compensation multiplied by the number of years of his Credited Service, subject to a maximum of 75% of Four Year Average Monthly Compensation over (b) the sum of:

- (i) the Actuarial Equivalent monthly annuity of the Member's Pension Plan Value of Savings Plan Account using the same factors and method as in Section II6.6, and
- (ii) the Actuarial Equivalent monthly annuity of the excess of the value of the Member's Tax Deferred Contributions Account, if any, over his Pension Plan Value of Savings Plan Account.

In no event, however, will the total monthly pension exceed 75% of Four Year Average Monthly Compensation.

The monthly accrued benefit of a Member shall be increased by the amount, if any, necessary so that the accrued benefit is equal to the Actuarial Equivalent of his contributions With Credited Interest (less any refund of contributions under Section II6.6) based on the assumptions in Section A of Exhibit I, except that:

- (a) When determining the annuity value, it will be assumed that the annuity will increase each January 1 following the October 1 following the pension commencement date by a percentage of the initial periodic amount. Such

percentage shall equal the lesser of (i) 3% and (ii) the average annual increase in the National Consumer Price Index over the five calendar years preceding the pension commencement date.

- (b) Except in the case of a Member retiring under Section II4.3, the assumed annuity payment commencement date shall be the later of the Employee's Normal Retirement Date and his actual retirement date. In the case of a Member retiring under Section II4.3, the assumed annuity payment commencement date shall be the employee's early retirement date and the resulting annuity shall be increased by the reciprocal of the reduction factor applied in Section II6.4.
- II6.2 An additional monthly annuity shall be payable equal to the excess, if any, of (a) \$15 per month times years of Credited Service at April 1, 1998 over (b) the amount calculated in Section II6.1 reduced assuming return of employee contributions With Interest, as calculated in Section II6.6(b).
- II6.3 Should the Participant have made an Eligible Rollover, his pension shall be calculated in Sections II6.1(a) without the offset described in Section II6.1(b), if any.
- II6.4 If a Member retires under Section II4.3 (early retirement) the amount of monthly pension, commencing at his Normal Retirement Date, is determined pursuant to the formulas in Sections II6.1, II6.2, II6.7 and II6.8 (as applicable).

At the Member's request a reduced pension may become payable at any date between his retirement date and his Normal Retirement Date. For Participants who terminate employment on or after January 1, 2002 and for benefits earned prior to January 1, 2015, such reduced pension shall be the regular pension determined pursuant to Sections II6.1, II6.2, II6.7 and II6.8 multiplied by a percentage equal to (a) 100% minus (b) 1/3% multiplied by the number of complete months from the later of the date of pension commencement and the first day of the month following or coinciding with the Member's 55th birthday to his Normal Retirement Date. For benefits earned on or after January 1, 2015, such reduced pension shall be the regular pension determined pursuant to Section II6.1, II6.2, II6.7 and II6.8 multiplied by a percentage equal to (a) 100% minus (b) 1/2% multiplied by the number of complete months from the later of the date of pension commencement and the first day of the month following or coinciding with the Member's 55th birthday to his Normal Retirement Date.

- II6.5 If a Member retires under Section II4.4 (disability retirement) the amount of monthly pension commencing immediately is determined pursuant to the formula in Sections II6.1 and II6.2 above and II6.7 and II6.8 (as applicable, and subject to his continuing to be totally and permanently disabled up to his 65th birthday). For benefit applications received on or after December 1, 2014 and benefit commencement dates on or after January 1, 2015, the amount of the disability retirement benefit shall be equal to (a) 70% of the annuity determined under Section II6.1 and II6.2 above and II6.7 and II6.8 (as applicable, and subject to his continuing to be totally and permanently disabled up to his 65th birthday or (b) 100% of the annuity determined under Section II6.4, and such

amount shall be adjusted in accordance with Section 7.1(d)(ii) or Section 7.1(e)(ii) of the Base Plan.

At any time before his 65th birthday, but not more often than semi-annually, the Trustees may require that any such retired Member submit evidence of his continued eligibility for the Social Security disability benefit. If it is found that he is no longer entitled to such Social Security disability benefit, his disability retirement benefit shall cease. If such retired employee fails to submit evidence of his continued eligibility for such Social Security disability benefit, his disability retirement pension shall cease until he submits such evidence.

- II6.6 A Member who is entitled to benefits under this Section 6 may elect to receive a lump sum payment of either (a) his contributions With Interest or (b) his contributions With Credited Interest. In such case, the benefit that he would otherwise be entitled to under this Section 6 shall be reduced by the Actuarial Equivalent (based on the assumptions in Section A of Exhibit I – modified in the same way as described at the end of Section II6.1) of such lump sum payment. In no event, however, will the reduction to the Accrued Benefit be greater than the amount determined by multiplying the value of such lump sum, projected to Normal Retirement Date With Interest, by one-twelfth of the appropriate factor from the following table:

<u>Age at later of Commencement Age and Normal Retirement Age</u>	<u>Actuarial Factor</u>
65	7.60%
66	7.60%
67	8.36%
68	8.36%
69	9.12%
70	9.12%

Notwithstanding the above, any payment other than in the form of a Qualified Joint and Survivor Annuity shall be made only with the consent of the Participant's spouse, as more fully detailed in Section II9.4 below.

- II6.7 Commencing on his retirement date, a Member who is retiring in accordance with Sections II4.1 or II4.2 shall receive a monthly pension for life equal to the excess if any of (a) two and one-half percent (2.50%) of his Compensation earned after April 1, 1998 over (b) the sum of:
- (i) the Actuarial Equivalent monthly annuity of the Member's Pension Plan Value of Savings Plan Account accrued subsequent to April 1, 1998 using the same factors and method as in Section II6.6, and
 - (ii) the Actuarial Equivalent monthly annuity of the excess of the value of the Member's Tax Deferred Contributions Account accrued subsequent to April 1,

1998, if any, over his Pension Plan Value of Savings Plan Account accrued subsequent to April 1, 1998.

Each full calendar month of service in excess of a full year shall be counted as one-twelfth of a year of Credited Service. The monthly pension shall be computed to the nearest cent.

With respect to Employees who retired or terminate employment prior to July 1, 2001, "2.50%" shall be replaced with 2.25%.

- II6.8 An additional monthly annuity shall be payable equal to the excess, if any, of (a) \$15 per month times years of Credited Service accrued after April 1, 1998 over (b) the amount calculated in Section II6.7.

In addition to a Participant's right to receive payments under the provisions of the Base Plan document, the immediately following provisions of Sections II7.1 through II7.6 shall apply to Participants covered by this Appendix II.

- II7.1 Except as otherwise provided below, upon termination of his status as an Employee, the Member shall be paid an amount equal to his own contributions to this Plan (if any) With Interest thereon within sixty (60) days after his termination.
- II7.2 If the terminating Member has five (5) or more years of Service and elects to leave in his contributions in the Plan, he shall be entitled to receive, commencing at his Normal Retirement Date, the pension provided in Section II6.1, II6.2, II6.7 and II6.8 (as applicable), based on his Service and Compensation prior to his termination.
- II7.3 A Member who is entitled to a vested pension in accordance with Section II7.2 may elect, by filing a written application with the Trustees, to commence receiving a reduced pension on the first day of any month after he has reached the age of 55. Such reduced pension shall be the pension determined pursuant to Sections II6.1, II6.2, II6.7 and II6.8 (as applicable) multiplied by a percentage equal to 100% minus $\frac{1}{2}\%$ a month (6% a year) for each month that the date of commencement precedes his Normal Retirement Date.

A Member who is entitled to benefits under Section II7.2 may elect to receive a lump sum payment of either (a) 100% of his contributions, or (b) 100% of his contributions With Interest. In such case, the benefit to which he would otherwise be entitled under Section II7.2 shall be reduced by the Accrued Benefit attributable to such lump sum payment. Such Accrued Benefit shall be pursuant to Section II6.6 assuming commencement at Normal Retirement Date, and may reduce the residual benefit to zero.

- II7.4 If the Actuarial Equivalent lump sum of the total accrued benefit is not more than \$5,000 (or such other amount prescribed by section 411(a)(11) of the Code), then the Actuarial Equivalent lump sum will be paid to the Member upon his termination of employment in which event the Member will be entitled to no further benefits under the Plan. This Section is deleted effective as of March 28, 2005.

- II7.5 If a Member who is entitled to a vested pension in accordance with Sections II4.1, II4.2, II4.3 or II7.2 reenters the employ of the Employer as an Employee any pension he is then receiving shall cease, and the annuity payable upon subsequent termination or retirement shall be based on the aggregate of his Credited Service before and after such initial retirement or termination, his Compensation at the time of his subsequent termination or retirement, and the provisions of the Plan as in effect at such subsequent termination or retirement, and then converted to its Actuarial Equivalent annuity to reflect any pension payments or refunds received by him prior to such reemployment.

Participants who are reemployed or continue in employment past Normal Retirement Age for 83 hours or fewer per month (which is deemed to be the equivalent of less than 12 days per month) shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who work 83 hours or fewer per month.

- II7.6 Notwithstanding anything to the contrary above, any payment other than in the form of a Qualified Joint and Survivor Annuity shall be made only with the consent of the Participant's Spouse, as more fully detailed in Section II9.4 below.

In lieu of a Participant's right to death benefits under the provisions of the Base Plan document, except for the provisions of Section 7.1(e), the immediately following provisions of Sections II8.1 through II8.6 shall apply to Participants covered by this Appendix II.

- II8.1 Unless the provisions of Section II8.6 are in effect, upon the death of a Member before his retirement date, an amount equal to his own contributions (if any) With Interest will be paid to his Beneficiary.
- II8.2 Upon the death of a retired Member occurring before he has received in total pension payments an amount equal to his own contributions (if any) With Interest, the difference shall be paid to his Beneficiary.
- II8.3 The Member's surviving Spouse shall be the Beneficiary entitled to receive all benefits payable on the death of the Member; provided, however, that if there is no surviving Spouse, or if the surviving Spouse had consented in writing to the designation of another Beneficiary or Beneficiaries, which consent was witnessed by a notary public, the Beneficiary or Beneficiaries entitled to receive benefits upon the Member's death shall be the person or persons designated as Beneficiary or Beneficiaries by the Member on the appropriate form. Subject to the foregoing requirements with respect to spousal consent, a Member may change his or her Beneficiary or Beneficiaries from time to time on an appropriate form without the consent of any previously designated Beneficiary or Beneficiaries. If more than one Beneficiary is designated at any time, the Member shall indicate the respective shares of each. In the absence of a designation of proper share interests, equal interest shall be assumed.

- II8.4 If there is no Beneficiary designated by the Member at the Member's death, any payment which may otherwise be made to the Beneficiary will be made to the first surviving class of the following classes of successive preferential Beneficiaries:

The Member's (1) widow or widower; (2) surviving children; (3) surviving parents; (4) surviving brothers and sisters; (5) executor or administrator.

Any minor's share may be paid at a monthly rate as specified by the Trustees to such adult or adults as have in the opinion of the Trustees assumed the custody and principal support of such minor.

- II8.5 The form of death benefit described in Section II8.2 shall apply only if there had not been in effect with respect to the retired Member an option elected pursuant to Section II9.2. If an option pursuant to Section II9.2 shall have been in effect, the death benefit, if any, applicable to the death of the Member shall be that provided for in Section II9.2.

II8.6 Pre-Retirement Surviving Spouse Benefits

- (a) Upon completion of five (5) years of Service, a married Member shall automatically be covered by the pre-retirement surviving Spouse coverage described in this Section II8.6.
- (b) Under this coverage a surviving Spouse lifetime pension would be payable in the event of a Member's death before retirement provided that such Spouse had been his Spouse for at least 1 year immediately preceding the date of death.
- (c) The amount of the annuity that would be payable to such surviving Spouse is:
 - (i) with respect to a Member whose death occurs after he is eligible for early retirement an amount equal to 50% of the amount that would have been payable to the Member if he had separated from service on the date of his death and retired immediately having elected Option II (as described in Section II9.2) reduced as described in paragraph (d) below. Such benefit will become payable on the first of the month following the Member's death.
 - (ii) with respect to a Member or former Employee with a vested right to a deferred pension, an amount equal to 50% of the amount that would have been payable to the Member if he had separated from service on the date of death, or earlier date of termination in the case of former Employees, survived to the earliest retirement age, retired with an immediate annuity having elected Option II (as described in Section II9.2), reduced as described in paragraph (d) below. Such benefit will become payable when the Member would first have been eligible to begin receiving benefits.
- (d) Upon the death of a Spouse who was receiving a surviving Spouse pension before such Spouse had received total pension payments equal to the Member's

contributions With Interest, the difference shall be paid in a lump sum to the Spouse's Beneficiary.

- (e) The surviving Spouse may elect to receive a lump sum payment of either (a) 100% of the Member's contributions or (b) 100% of the Member's contributions With Interest. In such case the Member's benefit described in Section II8.6(c) shall reflect the lump sum payment based on the assumption that the lump sum is received on the Member's date of death.
- (f) Termination of Marriage - Except to the extent otherwise provided in Section 12 of the Base Plan document with respect to qualified domestic relations orders, the Spouse to whom the Member was married at the date of the Member's death is entitled to the survivor annuity, commencing to such Spouse at the times specified in Section II8.6(c).
- (g) Claim for Benefit - The surviving Spouse must file a claim for benefits before payment of benefits will commence. The claim for benefits shall be in writing, on such forms as the Trustees shall designate, and shall include certifications as to the dates of birth of the Member and of such surviving Spouse, the date of marriage to the Member, and such other information with respect to any prior marriages of the Member as the Trustees shall deem necessary to determine the appropriate charge for pre-retirement surviving Spouse coverage.

In lieu of a Participant's right to receive payments in the forms of payment described under the provisions of the Base Plan document, the immediately following provisions of Sections II9.1 through II9.4 shall apply to Participants covered by this Appendix II.

- II9.1 Unless an optional pension is in effect pursuant to this Section a Member's regular pension will be payable monthly for his lifetime with the final payment due as of the first day of the month in which his death occurs.
- II9.2 Any Member may elect in writing filed with the Trustees to convert the pension payments otherwise payable to him after the effective date specified in the election into an Actuarial Equivalent benefit payable on and after that date, in accordance with either one of the optional forms specified below:

OPTION I. This option only applies to benefits earned prior to January 1, 2015. A reduced benefit payable during his life, with the provision that after his death such reduced benefit shall continue during the life of and shall be paid to his contingent annuitant.

OPTION II. This option only applies to benefits earned prior to January 1, 2015. If a Participant is married to his Spouse for at least five (5) years prior to his benefit commencement date, no reduction to the regular pension shall be applied under this Option II.

OPTION III. A reduced benefit payable during his life with ten (10) years of guaranteed payments. If a Participant retires between age 62 and age 65, the Participant's Beneficiary shall receive an amount equal to 96.0% of the Participant's reduced benefit. This factor shall be adjusted upward or downward for each year that retirement commences before or beyond the indicated age bracket.

For benefits earned on or after January 1, 2015, Option I and II above are replaced with the normal and optional joint and survivor forms of payment and adjustments described in Section 7.1(d) and 7.1(e) of the Base Plan.

II9.3 The following rules and requirements must be met in order that an optional form of pension shall apply with respect to Options I and II (for benefits earned prior to January 1, 2015) and Option III of Section II9.2. For benefits earned on or after January 1, 2015 that are subject to the rules in Section 7.1(d) and 7.1(e) of the Base Plan, this section shall not apply and the applicable rules and requirements of the Base Plan shall apply:

- (a) The contingent annuitant shall be the person designated by the Member and shall be the Spouse, a parent, sister, brother or child of the Member. Election of either one of the Options described in Section II9.2 is conditional upon furnishing the Trustees, not later than ninety (90) days after the filing of such election, proof satisfactory of the age and relationship of the contingent annuitant.
- (b) Any notice of change in the effective date of the option or in the designation of the contingent annuitant or any notice of revocation of the option must be filed by the Member with the Trustees and will take effect on the date specified in the notice. The designation of a contingent annuitant under the provisions of Section II9.2 shall not of itself constitute such person a Beneficiary with respect to any other payment provided under the Plan. If the election of an optional form of benefits would result in monthly payments to a contingent annuitant of less than \$10 per month, the election shall not become operative.
- (c) Anything to the contrary contained herein notwithstanding, the option or the change or revocation of the option, as the case may be, shall take effect only if the Member and the contingent annuitant are both alive on the effective date of the option, or the date specified for its change or revocation, as the case may be. If a Member who has elected one of these optional forms of benefit dies before its effective date so that no benefit is payable to the contingent annuitant, the death benefit shall be made as provided in Sections II8.1 through II8.6. If the contingent annuitant dies after the effective date of the option and while the same is in effect, the amount of the payments which the Member is receiving shall continue unchanged and shall cease upon the Member's death. If a Member who has elected an option to take effect at his Normal Retirement Date or thereafter dies while continuing in the active service of the Employer after the effective date of the option, his contingent annuitant shall receive the reduced retirement income under the option, conversely, should the contingent annuitant live to the effective date of the option but fail to survive the Member, the Member shall upon retirement receive the reduced retirement income under the option.

- (d) If an adjustment of retirement income in accordance with Paragraph (e) below has previously been elected, the effective date of the option may not be before the Member's 62nd birthday.
 - (e) A Member retiring prior to age 62 in accordance with Section II4.3 of the Plan before Social Security payments under Title II of the Federal Social Security Act begin may elect, in writing filed with the Trustees, to receive an Actuarial Equivalent benefit providing larger monthly payments, in lieu of the benefit otherwise payable upon early retirement, until the date his Social Security payments are expected to commence; thereafter his monthly benefit will be reduced by the approximate amount of the Social Security benefit computed to commence on such date. In this way, insofar as practical, a level total retirement income will be available for the Member from combined sources of Federal Social Security and this Plan. The adjustment of the pension as provided herein may not be elected if the Member has previously elected an option as set forth in the foregoing paragraphs of this Section II9.2, the effective date of which is prior to the Social Security commencement date.
- II9.4
- (a) Notwithstanding anything above to the contrary, a Member who is married at the time his pension is scheduled to commence shall be deemed to have elected Option II with his Spouse as the contingent annuitant and the option to become effective as of that date.
 - (b) A married Member may elect in writing, during the 90-day period ending on the annuity starting date, to forgo this automatic Spouse's pension option, but before he does so, the Employer shall be required to furnish to such Member and his Spouse, within such 90-day period, a written explanation of the terms and conditions of such option and the effect of electing not to take advantage of it.
 - (c) If the Member makes the election to forego this automatic Spouse's pension option, the election shall not take effect unless the Member's Spouse consents to such election, the consent acknowledges the effect of such election, and the consent is witnessed by a notary public, or the Member establishes to the satisfaction of the Trustees that the consent may not be obtained because there is no Spouse, because the Spouse cannot be found, or because of other special circumstances as may be set forth in applicable law, regulations or rules. If the Member makes an election pursuant to Section II9.2 hereof, he must submit satisfactory proof of his Spouse's date of birth to the Trustees.
 - (d) Explanation

Within a reasonable period before the Member's pension commencement date the Trustees shall furnish the Member with a written explanation of (i) the terms and conditions of the qualified joint and survivor annuity form of benefit, (ii) the Member's right to make, and the effect of, an election to waive the joint and contingent annuity form of benefit, (iii) the rights of the Member's Spouse to

consent, or refuse to consent, to such waiver, and (iv) the Member's right to make, and the effect of, a revocation of an election to waive.

(e) Termination of Marriage

The Spouse to whom the Member was married at the Member's pension commencement date is entitled to the contingent annuity upon the death of the Member after the pension commencement date, whether or not the Member and such Spouse were married at the date of the Member's death.

In addition to the pension computations set forth above, Sections II10.1 through II10.3, immediately following, shall apply to Participants covered by this Appendix II. The reference in Section II10.2 to April 1, 1998, however, applies only with respect to Members covered by a collective bargaining agreement. For Members not covered by a collective bargaining agreement, such date shall be replaced by May 1, 1997.

II10.1 For the purpose of this Section, the following words and phrases shall have the following meanings:

- (a) "Cost-of-Living Index" shall mean the "Consumer Price Index for Urban Wage Earners and Clerical Workers" for the New York-Northeastern New Jersey Area (1967 - 100 basis) published by the United States Department of Labor, Bureau of Labor Statistics, or such other comparable index (equitably adjusted to reflect any revisions in basis) as may be published in lieu thereof by such Bureau of Labor Statistics or any successor thereto.
- (b) "Base Month" of a Member shall mean October of the calendar year of his date of commencement of annuity benefits. For purposes of the foregoing sentence, January 1 commencements shall be deemed to be retirements of the immediately preceding calendar year.
- (c) "Adjustment Factor" as of any January 1, with respect to a Member
 - (i) whose last date of employment was subsequent to December 31, 1993 shall mean the greater of 1.00000 and the ratio of
 - (A) the Cost of Living Index for October of the year preceding such January 1
 - over
 - (B) the Cost-of-Living Index for the Member's Base Month; provided, however, that the Adjustment Factor shall never be greater than 100% plus 3% times the number of years elapsed between his Base Month and October of the year referred to under (i) above.

II10.2 All retirement income payments made under the Plan with respect to benefits accrued prior to April 1, 1998 (May 1, 1997 for Members not covered by a collective bargaining

agreement) based on the Plan in effect at January 1, 2002 shall be equal to the product of (a) times (b) as follows:

- (a) The amount of the payment which would have been made in the absence of this Section II10.
- (b) The Adjustment Factor as of the most recent January 1 with respect to the Member to or on account of whom the benefit payment is being made.

II10.3 All cost-of-living adjustments made under this Section 10 shall be made annually, effective as of each January 1.

Appendix III – Chicago Plan Participants

CLOSED GROUP – December 31, 2002

The provisions of this Appendix III apply to (i) participants in the Amalgamated Chicago Group Employees Pension and Trust (the "Chicago Plan") prior to January 1, 1999 and to (ii) employees hired on or after January 1, 1999 (and prior to January 1, 2003) who meet the definition of Participating Employee as defined in this Appendix III. Employees of the Employer hired after December 31, 2002 shall be covered under the Base Plan document provisions. The Chicago Plan was merged into the Plan on January 1, 1999 and all participants in the Chicago Plan became participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix III, the terms of this Appendix III will control with respect to participants covered by this Appendix III. References in this Appendix to the Chicago Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix III, it is intended that the Plan and this Appendix III be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Chicago Plan as of January 1, 1999 shall not be decreased as a result of the merger of the Chicago Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to January 1, 1999.

The following definitions shall apply for purposes of this Appendix III:

"Base Salary" means the greater of (i) one thirty-sixth (1/36th) of the total of the Monthly Compensation received by a Participating Employee during the 36-month period in which the average of the Participating Employee's Monthly Compensation is the highest; and (ii) one-sixtieth (1/60th) of the total of the Monthly Compensation received by a Participating Employee during the 60-month period in which the average of the Participating Employee's Monthly Compensation is the highest.

In no event shall the "Base Salary" of a Participating Employee exceed \$7,000 for purposes of this Appendix III. Effective as of January 1, 2002, the \$7,000 in the preceding sentence is increased to \$8,000. Effective January 1, 2005, there shall be no limit, except that the statutory limitations found in the Base Plan text also apply here.

"Disability Retirement" means the retirement of a Participating Employee because he has suffered a physical or mental disability which, in the opinion of a physician designated by the Trustees, is permanent and prevents him from performing his normal duties as such employee, which opinion shall be final and conclusive on such employee, his employer and Trustees.

"Employer" means, collectively, the Chicago Joint Board of UNITE, Amalgamated Life & Health Insurance Company (Chicago), Amalgamated Social Benefits Association, and the Sidney Hillman Health Center.

"Former Participating Employee" means a person who was formerly employed by the Employer and was a Participating Employee but who is no longer so employed and is awaiting payment of a deferred annuity.

"Highly Compensated Employee" means any Employee who, (i) during the current Plan Year or the preceding Plan Year was at any time a five percent owner of any Employer, or (ii) during the preceding Plan Year had Compensation from any Employer in excess of \$80,000 (or such greater amount provided by the Secretary of the Treasury pursuant to Section 414(c) of the Code).

"Monthly Compensation" means the total compensation, excluding (a) bonuses (if any), (b) severance pay, and (c) all overtime for work that is outside of an employee's regularly scheduled tour of duty, or which in any Plan Year aggregates more than 100 hours, paid to an Employee by an Employer in any month, except that with respect to each employee who is paid a salary on a weekly basis, the portion of his "Monthly Compensation" attributable to such salary shall be computed as four and one-third times his weekly salary.

"Participating Employee" means every Employee of an Employer who is not included as a participant in and entitled to benefits under a retirement income plan (other than this Chicago Plan or this Appendix III) sponsored by a UNITE Affiliate and meeting the requirements of Section 401(a) of the Code. Each Participating Employee shall participate in the Plan effective on the date he is first credited with an Hour of Service. Use of the term "Participating Employee" includes a Former Participating Employee unless otherwise stated or the context in which "Participating Employee" is used is inapplicable to a Former Participating Employee.

"Personal Annuity" means the payments made to any Participating Employee under the provisions of Section III4.01 hereof.

"Preferred Joint and Survivor Annuity" is defined in Section III4.03(g).

"Week of Service" means any calendar week during which an Employee worked or was on Leave of Absence for not less than 35 hours for a Group Member, as defined in the Chicago Plan.

"Years of Service" means the number of annual periods of twelve months between the date on which a Participating Employee became an Employee of a Chicago UNITE Affiliate and his retirement date during which he completed either 1,000 Hours of Service or 26 Weeks of Service for one or more Chicago UNITE Affiliates.

Sections 4 and 5 of the Base Plan document shall not apply to Participants covered by this Appendix, but Participants covered by this Appendix shall be eligible for the optional forms of payment described in Section 7.2 of the Base Plan. The following provisions regarding the payment of annuities apply to Participants covered by this Appendix III:

III4.01. Personal Annuities.

- (a) Participating Employees who are credited with an Hour of Service prior to January 1, 1996. After the retirement of each Participating Employee who is credited with an Hour of Service prior to January 1, 1996 and who shall retire having completed five (5) Years of Service, Trustees shall make the following payments to such Participating Employee:
 - (i) If such retirement is a non-Disability Retirement, then Trustees shall pay him a monthly Personal Annuity equal to the percentage of his Base Salary shown in Section III4.10 for his nearest birthday and Years of Service at his termination date. In the event the percentage so determined from Section III4.10 is "zero," such retiring Employee may elect one of the following options:
 - (A) To await any birthday, as he elects, shown on III4.10 which designates on the line showing such Participating Employee's Years of Service at his termination date a percentage other than "zero," in which event he shall receive the monthly Personal Annuity based on such percentage of his Base Salary, commencing the first day of the month in which such birthday occurs; or
 - (B) To receive a monthly Personal Annuity commencing on the later of his sixtieth (60th) birthday or his termination date, based on the percentage of his Base Salary at the earliest birthday specified in Section III4.10, but reduced to reflect the acceleration of the commencement of such annuity by 0.55% of the applicable percentage of Base Salary for each month that commencement precedes the earliest birthday referred to in Section III4.10.
 - (ii) If such retirement is a Disability Retirement, Trustees shall pay him a monthly Personal Annuity equal to the percentage of his Base Salary as shown in Section III4.10, except that such percentage shall be determined as if at the date of such retirement he were age 65 at his nearest birthday.

No monthly Personal Annuity shall be paid to any Participating Employee who retires after December 31, 1988 prior to completion of five (5) Years of Service. If a Participating Employee retires and the present value of his vested accrued benefit is zero (by reason of his having retired prior to the completion of five (5) Years of Service), he shall be deemed to have received a distribution of such vested Accrued Benefit. Each annuity payable hereunder (except for a deferred annuity as elected under subparagraph III4.01(a)(i)) shall commence as of the first day of the month following the Participating Employee's Retirement Date. A Personal Annuity is a straight life annuity for the Participating Employee, and monthly personal annuity payments shall be made to a Participating Employee only during the life of such Employee.

(b) Participating Employees who are first credited with an Hour of Service on or after January 1, 1996. The Personal Annuity of a Participating Employee who is first credited with an Hour of Service on or after January 1, 1996 shall be calculated as follows:

- (i) The Participating Employee's Personal Annuity shall first be calculated in accordance with Section III4.01(a).
- (ii) The amount calculated in accordance with Section III4.01(a) shall then be reduced by an amount equal to the product of one-twelfth (1/12th) of:
 - (A) 0.65% (.0065) multiplied by
 - (B) the Participating Employee's Final Average Compensation (as defined in Section III4.01(b)(iii)), but not to exceed Covered Compensation (as defined in Section III4.01(b)(iv)) multiplied by
 - (C) the Participating Employee's Years of Service up to a maximum of 30 Years of Service; provided, however, that the amount of the offset under this subparagraph III4.01(b)(ii) shall in no event be greater than one-half of the amount calculated under Section III4.01(b)(i). The resulting amount shall be the Participating Employee's Personal Annuity.

If commencement of benefits is prior to age 65, such offset under this subparagraph (ii) shall be reduced by 0.55% per month by which commencement of benefits precedes age 65.

- (iii) "Final Average Compensation" for a Participating Employee means the average of the Participating Employee's annual section 414(s) compensation for the 3-consecutive-year period ending with or within the Plan Year or for the Participating Employee's period of employment if shorter. The year in which the Participating Employee terminates employment will be disregarded. This definition must be applied consistently for all Participating Employees. In determining a Participating Employee's Final Average Compensation, annual section 414(s) compensation for any year in excess of the Taxable Wage Base at the beginning of that year must not be taken into account. 414(s) compensation shall be determined in accordance with the regulations under section 414(s) of the Code, as in effect from time to time.
- (iv) "Covered Compensation" means the average (without indexing) of the Taxable Wage Bases in effect for each calendar year during the 35-year period ending with the last day of the calendar year in which the Participating Employee attains (or will attain) Social Security Retirement Age, using Table II of the Covered Compensation Tables published by the IRS for the applicable year pursuant to Treasury Regulations section 1.401(1)-1(c)(7). No change in Covered Compensation shall decrease a

Participating Employee's Accrued Benefit under the Plan. In determining a Participating Employee's Covered Compensation for a Plan Year, the Taxable Wage Base for the current Plan Year and any subsequent Plan Year shall be assumed to be the same as the Taxable Wage Base in effect as of the beginning of the Plan Year for which the determination is being made. A Participating Employee's Covered Compensation for a Plan Year after such 35 year period is the Participating Employee's Covered Compensation for the Plan Year during which the Participating Employee's attained Social Security Retirement Age (as defined in Code Section 415). A Participating Employee's Covered Compensation for a Plan Year before the 35-year period ending with the last day of the calendar year in which the Participating Employee attains Social Security Retirement Age is the Taxable Wage Base in effect as of the beginning of the Plan Year. A Participating Employee's Covered Compensation shall be automatically adjusted for each Plan Year.

- (v) "Taxable Wage Base" means with respect to any calendar year, the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the calendar year.

III4.02. A Participating Employee's "Normal Retirement Age" shall be the earlier of (i) the earliest age beyond which the annuitant's benefits under this Plan are not greater solely on account of his service, or (ii) the later of (I) age 65, or (II) the fifth anniversary of the date he commenced participation in the Plan.

III4.03. Joint and survivor annuities.

- (a) This paragraph shall apply only to Participating Employees who are not credited with an Hour of Service on or after August 23, 1984 and for whom the payment of benefits has not commenced before August 23, 1984. Notwithstanding anything in Section III4.01, if a Participating Employee is legally married on his Retirement Date, Trustees shall pay him, in lieu of a personal annuity to which he would otherwise be entitled, a 50% Joint and Survivor Annuity with his Spouse, except that:
 - (i) A Participating Employee may elect, as hereinafter provided in Section III4.04, to receive a personal annuity under Section III4.01 instead of a 50% Joint and Survivor Annuity as hereinafter provided; and
 - (ii) A Participating Employee who has been married for 10 years or more on his Retirement Date may elect, as hereinafter provided in Section III4.04, to receive a Preferred Joint and Survivor Annuity if the conditions thereof are satisfied, determined by applying the percentages determined in accordance with Section III4.11 hereof.
- (b) Paragraphs (c) through (f) shall apply only to Participating Employees who are credited with an Hour of Service on or after August 23, 1984.

- (c) Unless otherwise elected as provided below, if a Participating Employee is legally married on his Retirement Date, the Trustees shall pay him in lieu of a Personal Annuity to which he would otherwise be entitled, a 50% Joint and Survivor Annuity with his Spouse which is the actuarial equivalent of his Personal Annuity. For purposes of this paragraph (c) only, the Retirement Date of a Former Participating Employee who has retired and is awaiting the commencement of a deferred annuity pursuant to Section III4.01(a)(i) or (ii) shall be deemed to be the first date of the month in which occurs his birthday entitling him to commencement of an annuity under Section III4.01(a)(i) or (ii).
- (d) A Participating Employee may elect to waive a 50% Joint and Survivor Annuity and receive a personal annuity under Section III4.01. Any such election must be made by the Participating Employee in writing within the ninety (90) day period (the "Election Period") ending on the first day of the first month for which an amount is paid as an annuity (the "Annuity Starting Date").
- (e) Any election under paragraph (d) must be consented to in writing by the Participating Employee's Spouse. Such Spouse's consent must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Plan that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or there are other circumstances that may be prescribed by Treasury regulations. The election made by the Participating Employee and consented to by his Spouse may be revoked in writing by the participating employee at any time during the Election Period. A Spouse's consent may not be revoked after it has been given. Any new election must comply with the requirements of this Section. A former Spouse's consent shall not be binding on a new Spouse. The number of elections during the Election Period shall be unlimited.
- (f) With regard to the aforesaid election, except as provided in Section 8.3(b)(5) of the Base Plan document, the Plan shall provide the Participating Employee within a reasonable period of time before the Annuity Starting Date (and consistent with Treasury regulations), a written explanation of:
 - (i) the terms and conditions of the 50% Joint and Survivor Annuity;
 - (ii) the Participating Employee's right to make an election to waive the 50% Joint and Survivor Annuity;
 - (iii) the right of the Participating Employee's Spouse to consent to any election to waive the 50% Joint and Survivor Annuity; and
 - (iv) the right of the Participating Employee to revoke such election, and the effect of such revocation.
- (g) If a Participating Employee has been legally married to his then Spouse for 10 years or more on his Retirement Date, he may elect to receive a Preferred Joint

and Survivor Annuity, in lieu of a 50% Joint and Survivor Annuity, determined by applying the percentages and rules set forth in Section III4.11 hereof. Except as provided in the next sentence, (i) any such election must be made in writing during the Election Period and must comply with the requirements of paragraph (e); and (ii) the Plan shall provide the Participating Employee with a written explanation of the Preferred Joint and Survivor Annuity comparable to that required under subparagraph (f). The Plan need not comply with the foregoing sentence if the Preferred Joint and Survivor Annuity: (I) is for the life of the Participating Employee with a survivor annuity for the Spouse which is not less than 50% of (and is not greater than 100% of) the amount of the annuity which is payable during the joint lives of the Participating Employee and the Spouse; and (II) is at least the actuarial equivalent of a single annuity for the life of the Participating Employee.

III4.04. This section shall apply only to Participating Employees who are not credited with an Hour of Service on or after August 23, 1984.

- (a) Within a six-month period from the date that each married Participating Employee attains the age of 55 and has completed nine Years of Service, the Trustees shall provide him with a written explanation of the provisions of Section III4.03(a) and the options available there under. Thereafter, each such Participating Employee may elect at any time prior to his Retirement Date to have his benefits paid under a personal annuity or under a Preferred Joint and Survivor Annuity (subject to the conditions and limitations of Section III4.03(a)). Any election made under this Section will be on such form as the Trustees shall specify.
- (b) The type of annuity elected by a Participating Employee may be changed only by an instrument in writing signed by him and filed with the Trustees at least six (6) months prior to the date on which such Participating Employee or his surviving Spouse becomes entitled to receive any annuity payments under this Agreement; such instrument shall not be effective until six (6) months after it is so filed unless the Participating Employee and his Spouse are both living at the end of said six (6) months period; provided, however that any such instrument shall in all events be given effect in any case in which (i) a Participating Employee dies from accidental causes, (ii) a failure to give effect to such instrument would deprive a surviving Spouse of a survivor annuity, and (iii) the instrument is delivered prior to the occurrence of the accident. No election or revocation or change of election under this Section shall require the consent of the Participating Employee's Spouse.

III4.05. Preretirement survivor annuities.

- (a) If a Participating Employee (but not a Former Participating Employee) dies on a date on which, had he retired on the day prior to his date of death, he would have been entitled to an annuity under Section III4.01, his surviving Spouse (if any) shall be entitled to monthly payments under a 50% Joint and Survivor Annuity or

(if an election had been made to receive a Preferred Joint and Survivor Annuity and the Participating Employee and his Spouse were married 10 years or more on his Retirement Date) a Preferred Joint and Survivor Annuity, as the case may be, in the same manner and to the same extent as if the deceased Participating Employee had retired on the day prior to his date of death, except that, if he is less than age 65 on the date of such assumed retirement, the annuity shall be calculated as if he were age 65 at his nearest birthday as of the date of such assumed retirement. Payment of an annuity to a surviving Spouse under this paragraph shall commence as of the first day of the month following the Participating Employee's death.

- (b) If a Former Participating Employee is awaiting commencement of an annuity under Section III4.01(a)(i) or (ii) at the time of his death, his surviving Spouse (if any) shall be entitled to monthly payments under a 50% Joint and Survivor Annuity or (if an election had been made to receive a Preferred Joint and Survivor Annuity and the Former Participating Employee and his surviving Spouse were married 10 years or more on his Retirement Date) a Preferred Joint and Survivor Annuity, as the case may be, in the same amount as if the Former Participating Employee had survived to the date at which he would have been entitled to commencement of his annuity payments in accordance with his Section III4.01(a)(i) or (ii) election and died on such date. Payment of an annuity to a surviving Spouse under this paragraph shall commence as of the first day of the month in which the Former Participating Employee would have reached the age at which he would have been entitled to commencement of his annuity payments in accordance with his Section III4.01(a) (i) or (ii) election. Payment of an annuity to a surviving Spouse of a Former Participating Employee who was not married to his surviving Spouse on his Retirement Date, who was not credited with any Hours of service on or after August 23, 1984 and for whom the payment of benefits has not commenced before August 23, 1984 shall be made under this paragraph only in accordance with the transitional rules of Section 303(e) of the Retirement Equity Act of 1984.
- (c) A Participating Employee (but not a Former Participating Employee) may at any time elect, on such form as the Trustees may specify, a Preferred Joint and Survivor Annuity for the purpose of electing the Preferred form of survivor benefit if the Participating Employee dies before the payment of an annuity commences and the conditions of a Preferred Joint and Survivor Annuity have been satisfied as of the date of death or earlier Retirement Date of the Participating Employee. (A Former Participating Employee may have made such an election while he was a Participating Employee; but he may not make such election after he has become a Former Participating Employee.) However, for Participating or Former Participating Employees receiving credit for an Hour of Service on or after August 23, 1984, such election shall be valid to determine retirement benefits in joint and survivor annuity form for the Participating or Former Participating Employee and his Spouse on or after his retirement only if made at the time, and in accordance with the other requirements, set forth in Section III4.03 as applicable to Preferred Joint and Survivor Annuities.

- (d) In addition to the foregoing provisions, Section 7.1(e) of the Base Plan shall apply.

III4.09. Cost of living adjustments.

- (a) This subsection shall apply only with respect to benefits accrued prior to January 1, 1996 or to whom subsection III4.09(d)(i) is applicable. Effective January 1, 1976 and on January 1 of each year thereafter, the Trustees shall increase the monthly payments made under this Agreement to each annuitant, or surviving Spouse of an annuitant, whose retirement date had occurred at least one full calendar year preceding such January 1, by an amount equal to two percent (2%) of the monthly payment to which the annuitant or surviving Spouse, as the case may be, would be entitled without regard to the provisions of this Section III4.09; provided however, that if the Consumer Price Index for Urban Wage Earners and Clerical Workers - U.S. City Average, published by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI") for the month of October immediately prior to the date of each such adjustment has increased by less than 2% of the CPI for the month of October in the immediately preceding calendar year, then the amount of such adjustment shall be such percentage increase in the CPI. Payments which will be made to any surviving Spouse under a joint and survivor annuity shall be adjusted by the same percentage of the payment to which such surviving Spouse would be entitled without regard to the provisions of this Section III4.09 as the payments then being made to annuitants and surviving Spouses.
- (b) This subsection shall apply only with respect to monthly payments made under this Agreement to annuitants all of whose benefits accrued after December 31, 1995 or to whom Section III4.09(d)(ii) is applicable. Effective for the Plan Year commencing on January 1, 1996 and for each Plan Year thereafter, the Trustees shall determine in their discretion whether or not there shall be any cost-of-living increase in the monthly payments made under this Agreement to each annuitant, or surviving Spouse of an annuitant, whose retirement date had occurred at least one full calendar year prior to January 1 of the Plan Year for which such determination is made. In no event shall the increase in monthly payments for any Plan Year exceed an increase for such Plan Year calculated in the manner set forth in subsection III4.09(a). However, the Trustees shall have discretion to determine that the increase shall be in an amount less than an amount calculated under subsection III4.09(a). The determination for each Plan Year shall be made by the Trustees prior to the commencement of the Plan Year for which such determination applies.
- (c) The Accrued Benefits of a Participating Employee at December 31, 1995 who continues to be an active Participating Employee after December 31, 1995 shall be frozen at December 31, 1995. Such frozen accrued benefit shall be the benefit to which such Participating Employee would have been entitled had he retired (within the meaning of Section 1.31 of the Chicago Plan) on December 31, 1995 with the following qualifications:

- (i) If he is not fully vested on December 31, 1995, he shall continue to receive vesting credit for Years of Service completed after December 31, 1995.
- (ii) If he and his Spouse have been married for less than ten years on December 31, 1995, then years in which he and his Spouse have been married after December 31, 1995 and prior to his annuity start date shall be included in determining whether or not he and his Spouse are eligible for a Preferred Joint and Survivor Annuity.

Commencing on January 1, 1996 (the "Fresh Start Date") the Participating Employee shall begin the new accrual of benefits.

- (d) The monthly annuity of an annuitant, or the surviving Spouse of an annuitant, whose Accrued Benefits were frozen at December 31, 1995 as provided in subsection III4.09(c) shall be the greater of the following:
 - (i) A monthly annuity based upon the annuitant's accrued benefits frozen at December 31, 1995 with cost-of-living adjustments determined under subsection III4.09(a); or
 - (ii) A monthly annuity with cost-of-living adjustments, if any, determined under subsection III4.09(b).

The following special provisions shall apply to Participants covered by this Appendix III who were in the employ of the Cleveland Joint Board of the Amalgamated at January 1, 1989 ("Cleveland Employees") and who would have been covered prior to October 1, 1989 under the terms of the Staff Retirement Plan of the Cleveland Joint Board, Amalgamated Textile and Clothing Workers Union (the "Cleveland Plan"). Except as specifically provided herein, all of the other provisions of this Appendix III, and of the Plan, as applicable, shall apply to Cleveland Employees.

Cleveland 1. All Years of Service, if any, credited under the Cleveland Plan shall be credited as Years of Service under the Chicago Plan and all Hours of Service, if any, credited under the Cleveland Plan shall be credited as Hours of Service under the Chicago Plan.

Cleveland 2. Payment of Benefits to Cleveland/Chicago Participants. All benefits for Cleveland Employees, and for their Beneficiaries, shall be paid only in accordance with the provisions of the Chicago Plan; provided, however, that in no event shall the benefits payable to a Cleveland Employee immediately after the Merger be less than the benefits that such Cleveland Employee would have received under the Cleveland Plan if the Cleveland Plan had terminated immediately before October 1, 1989.

Cleveland 3. Payment of Benefits to Cleveland Retirees. All benefits payable to persons who had been participants in the Cleveland Plan and who were receiving benefits from the Cleveland Plan immediately prior to the Merger and to their Beneficiaries

(collectively, "Cleveland Retirees") shall continue to be paid by the Chicago Plan in accordance with the terms of the Cleveland Plan as in effect immediately prior to October 1, 1989. In no event shall the benefits payable to a Cleveland Retiree immediately after October 1, 1989 be less than the benefits that such Cleveland Retiree would have received under the Cleveland Plan if the Cleveland Plan had terminated immediately before October 1, 1989.

III4.10 Benefit Percentages

<u>Years of Service at Date of Retirement</u>	<u>59 OR Less</u>	<u>60</u>	<u>61</u>	<u>62</u>	<u>63</u>	<u>64</u>	<u>65 and Each Birthday Thereafter</u>
5	0%	0%	0%	0%	0%	0%	12.5%
6	0	0	0	0	0	0	15.0%
7	0	0	0	0	0	0	17.5%
8	0	0	0	0	0	0	20.0%
9	0	0	0	0	0	0	22.5%
10	0	0	0	0	0	0	25.0%
11	0	0	0	0	0	0	27.5%
12	0	0	0	0		0	30.0%
13	0	0	0	0	0	0	32.5%
14	0	0	0	0	0	0	35.0%
15	0	0	0	35	36	36	37.5%
16	0	0	0	38	39	39	40.0%
17	0	0	0	40	41	41	42.5%
18	0	0	0	42	43	44	45.0%
19	0	0	0	44	45	46	47.5%
20	0	44	46	47	48	49	50.0%
21	0	46	48	49	50	51	52.5%
22	0	49	50	52	53	54	55.0%
23	0	51	52	54	55	56	57.5%
24	0	53	55	56	58	59	60.0%
25	0	55	57	58	60	61	62.5%
26	0	58	60	61	62	64	65.0%
27	0	59	61	63	64	66	67.5%
28	0	62	64	65	67	69	70.0%
29	0	63	65	67	69	71	72.5%
30	0	66	68	70	72	73	75.0%
31	0	66	68	70	72	73	75.0%
32	0	66	68	70	72	73	75.0%
33	0	67	68	70	72	73	75.0%
34 & over	0	67	68	70	72	73	75.0%

B-1 Election	Payable to	
	<u>Annuitant</u>	<u>Payable to Surviving Spouse</u>
Type of Joint Annuity elected:		
A	88%	Same as payable to annuitant
B	91	87% of amount payable to annuitant
C	94	75% of amount payable to annuitant
D	97	60% of amount payable to annuitant
E	100	50% of amount payable to annuitant

If the Spouse is more than five years younger than the annuitant, the percentage payable to the Spouse shall be based on the table for a B-2 election.

B-2 Election	Spouse's Benefit as a Percent of				
	Amount Payable to Annuitant				
Number of Years Spouse's Age is Less Than Annuitant's Age	Type of Joint Annuity Elected				
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
0-5	100%	87%	75%	60%	50%
6	97	84	70	58	48
7	94	81	67	56	46
8	91	78	64	54	45
9	89	75	62	52	43
10	87	73	60	50	43
11	84	70	58	48	41
12	81	67	56	46	39
13	78	64	54	45	38
14	75	62	52	44	37
15	73	60	50	43	36
16	70	58	48	41	34
17	67	56	46	39	33
18	64	54	45	38	32
19	62	52	44	37	31
20	60	50	43	36	30
21	58	48	41	34	29
22	56	46	39	33	28
23	54	45	38	32	27
24	52	44	37	31	26
25	50	43	36	30	25
More than 25	50	43	36	30	25

Appendix IV – New York Joint Board Plan Participants

CLOSED GROUP – December 31, 2002

The provisions of this Appendix IV apply to participants in the Staff Retirement Plan for Elected and Appointed Staff Members of the New York Joint Board (the "NYJB Plan") prior to June 1, 2000. The NYJB Plan was merged into the Plan on June 1, 2000 and all participants in the NYJB Plan became Participants in the Plan. Employees of the Employer hired after January 1, 2000 and prior to January 1, 2003 shall be covered under Appendix I (ACTWU provisions). Employees of the Employer hired after December 31, 2002 are covered under the Base Plan provisions. In the event of any conflict between the terms of the Plan and the terms of this Appendix IV, the terms of this Appendix IV will control with respect to Participants covered by this Appendix IV. References in this Appendix to the NYJB Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix IV, it is intended that the Plan and this Appendix IV be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the NYJB Plan as of June 1, 2000 shall not be decreased as a result of the merger of the NYJB Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to June 1, 2000.

The following definitions shall apply for purposes of this Appendix IV:

"Average Salary" shall mean the average Salary rate received by a Participant during the highest consecutive two-year period preceding severance from employment.

"Credited Service" shall mean a Year of Service for which the required contribution, if any, for a Year is made. Any period of Service for which a Participant does not make any required contribution shall be disregarded for purposes of determining Credited Service. Periods of Credited Service may be disregarded upon application of Section 3.3.

"Employer" means, as to its respective Employees, the New York Joint Board and/or participating Locals of the Joint Board and the New York Joint Board of Neckwear Workers.

"Union's Matching Contribution" shall mean an amount equal to the Participant's Accumulated Contributions.

The following special provisions shall apply to Participants covered by the terms of this Appendix IV. Unless otherwise indicated, Section references refer to the corresponding section in the NYJB Plan.

1. For purposes of Participants covered by this Appendix IV, active service from January 1, 1989 shall be included as Credited Service for employees formerly covered under a collective bargaining agreement regardless of whether contributions were made for the period prior to July 1, 1994. Also, Participants who joined the Plan before January 1, 1991 can earn up to five years of Credited Service for employment in shops affiliated with the

New York Joint Board, if (a) the Participant had fifteen year of previous continuous employment in a Joint Board affiliated shop, and was a member of the New York Joint Board for that time, (b) the Participant had five years of Credited Service under this Plan, and (c) the Participant is not entitled to retirement benefits from the Amalgamated Insurance Fund for that same period of service.

2. This Section replaces Section 4.4 of the Base Plan document with respect to Participants covered by this Appendix IV. A Participant who has completed at least one Year of Credited Service, at any age and who suffers a physical or mental disability while he is employed by the Employer which, in the opinion of a physician designated by the Trustees, is permanent and prevents him from performing his duties (or alternatively, if the Participant is determined to be disabled by the Social Security Administration) shall be retired on the first day of the month following such disability and thereupon continue to receive a Normal Retirement Benefit determined in accordance with the provisions of Section IV5.1. The Trustees shall have the right from time to time to examine the Participant receiving a disability benefit to determine if the disability is permanent and prevents him from performing his duties.

Section 5 of the Base Plan document is replaced with the following Sections IV5.1 through IV5.5 with respect to Participants covered by this Appendix IV:

IV5.1 The annual amount of Regular Annuity subject to the provisions of Sections IV5.3 and IV5.5, payable to a Participant retiring in accordance with Section 4.1 or 4.4 and commencing at retirement, shall be equal to, except as set forth in the following paragraph and except as specified in the "Neckwear" and "Local 340A" provisions at the end of this Appendix, the sum of (a) 4.0% of his Average Salary multiplied by his Credited Service accrued prior to 1/1/91 plus, (b) 2.50% of his Average Salary multiplied by his Credited Service accrued after 1/1/91. Effective for those terminating employment after 1/1/97, the Retirement Annuity shall be the sum of (a) 4.0% of his Average Salary multiplied by his Credited Service accrued prior to 1/1/91 plus, (b) 3.25% of his Average Salary multiplied by his Credited Service accrued after 1/1/91. However, the maximum benefit payable is 80% times Average Salary.

However, for employees formerly covered under a collective bargaining agreement who first entered the Plan on July 1, 1994, the benefit equals 2.50% (or 3.25% for terminations after 1/1/97) times Credited Service, maximum of 80% of Average Salary.

IV5.7 Section IV5.1 notwithstanding, in no event shall the annual Regular Annuity be less than the sum of (i) monthly annuity which is the Actuarial Equivalent of the Participant's Accumulated Contributions (assuming they are not withdrawn), plus (ii) \$80 times Credited Service accrued after 1/1/89.

IV5.3 If a Participant retires under Section 4.2 of the Plan, the amount of Regular Benefit to which he is entitled, commencing at his Normal Retirement Date, is determined pursuant to the formula in Section IV5.1.

At the Participant's request a benefit may become payable on any date between his retirement date and his Normal Retirement Date. Such reduced benefit shall be the

Regular benefit determined pursuant to Section IV5.1(a) multiplied by a percentage equal to (a) 100% minus (b) 2.0% multiplied by the number of full years that the benefit commencement precedes his Normal Retirement Date plus the Actuarial Equivalent of the Regular Benefit determined pursuant to Section IV5.1(b). For employees formerly covered under a collective bargaining agreement, the benefit shall be the Actuarial Equivalent of the Regular Benefit pursuant to Section IV5.1. Effective January 1, 2008, the entire Accrued Benefit for all Participants covered by this Appendix IV shall be the Regular Annuity pursuant to IV5.1 multiplied by a percentage equal to (a) 100% minus (b) 2.0% multiplied by the number of full years that the benefit commencement precedes his Normal Retirement Date.

IV5.4 Section IV5.3 notwithstanding, in no event shall the annual Regular Annuity be less than the sum of (i) the monthly annuity which is the Actuarial Equivalent of the Participant's Accumulated Contributions (assuming they are not withdrawn) plus (ii) the Actuarial Equivalent of \$80 times Credited Service.

IV5.5 If a Participant's employment with the Employer continues after his Normal Retirement Date, the amount of his Accrued Benefit shall be the benefit determined in accordance with Section IV5.1 on the basis of his Credited Service and his Average Salary as of his date of termination of employment. Any payments received by an active Participant pursuant to Section IV8.6 shall offset on an Actuarial Equivalent basis the benefit determined under this Section IV5.5, such benefit to be redetermined annually to reflect additional accruals due to active participation; however, in no event shall a Participant's redetermined benefit be less than the benefit which he was receiving immediately prior to the redetermination.

Section 3.7(a) of the Base Plan document is replaced with the following Section 3.7(a), applicable to Participants covered by this Appendix IV.

IV3.7 (a) Each Participant shall make contributions to the Fund in an amount equal to 5.0% of his Salary. Each such Participant shall authorize the Union to deduct from his Salary the percentage thereof so payable and to pay the same to the Fund. Contributions by a Participant shall be waived after such Participant has accrued the maximum 80% of Average Salary benefit. Employees over age 70½ may elect to waive contributions. In the event of such waiver, no further benefits shall accrue under the Plan. The above notwithstanding, effective January 1, 2007, Participant contributions are neither required nor permitted.

The following provisions regarding the benefits for those who terminate employment prior to Normal, Early or Disability Retirement Date eligibility shall apply to Participants subject to this Appendix IV in lieu of provisions of the Base Plan document dealing with the same issues.

IV7.1 If a Participant's employment relationship with the Union terminates for any reason such that he ceases to be a Participant in the Plan, before he is eligible for normal retirement or early retirement in accordance with Sections IV4.1 or IV4.2 and before he has completed five Years of Service, as determined in accordance with Section IV3.1, he shall be entitled to a lump sum payment of his Accumulated Contributions and, with respect to

contributions made prior to January 1, 1991, the Union's Matching Contributions, if any. In lieu of such lump sum payment, the Participant may elect a vested annuity based on his Accumulated Contributions, payable in accordance with Section IV8.4, to commence at age 65 and determined pursuant to the provisions of Section 411(c)(2) of the Internal Revenue Code. Such benefit shall be fully vested and subject to the terms and conditions of Sections IV7.3 and IV8.9.

- IV7.2 If a Participant's employment relationship with an Employer terminates for any reason such that he ceases to be a Participant in the Plan before he is eligible for normal retirement or early retirement in accordance with Sections 4.1 or 4.2, but after he has completed five Years of Service, as determined in accordance with Section 3.1, he shall be vested in an annuity commencing at his Normal Retirement Date equal to his accrued benefit.
- IV7.3 A Participant who is entitled to a vested annuity in accordance with Section IV7.2 may elect, by filing a written application with the Committee, to commence receiving a reduced annuity on the first day of any month after he has reached the age of 55. Such reduced annuity shall be the annuity determined pursuant to Section 5.1 multiplied by a percentage equal to 100% minus 6% a year for each full year that the date of commencement precedes Normal Retirement Date, but in no event less than that provided in Section 5.4.
- IV7.4 If a Participant receives a lump sum payment of his Accumulated Contributions at his termination date, pursuant to Section IV7.1 or IV8.9, then upon a subsequent reemployment date prior to his Annuity Starting Date he shall be permitted to repay the Accumulated Contributions previously withdrawn with Credited Interest to the date of repayment, provided that the repayment of previously withdrawn contributions shall be made within five years of reentry. Such repayment shall have the effect of restoring the annuity, or portion thereof, previously forfeited because of the withdrawal of his Accumulated Contributions in accordance with Section IV-8.9. Such repayment shall have the effect of restoring Credited Service previously forfeited because of withdrawal of Accumulated Contributions in accordance with Section IV-7.1. If a Participant has received a "deemed distribution" of the vested portion of his Accrued Benefit pursuant to the second paragraph of this Section IV-7.4, he shall be deemed to have repaid such distribution as of the date of his rehire

The following provisions regarding the pre-retirement death benefits and forms of payment shall apply to Participants subject to this Appendix IV in lieu of provisions of the Base Plan document dealing with the same issues.

IV8.3 The amount of the Qualified Preretirement Survivor Annuity is:

- (a) If the Participant's death occurs while in active employment on or after completion of 5 Years of Service, survivor annuity payments shall commence on the Participant's Normal Retirement Date and shall be made to the Participant's Surviving Spouse if such Participant and his Spouse were married for one year prior to his death, for the then remaining lifetime of the Surviving Spouse. The

Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as of the first day of any month after both the Participant's death and the date on which he would have attained age 55 if he had lived, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his death, elected to commence receiving his benefit under the benefit option selected under Section IV8.4, and died on the next day. The survivor annuity payment shall equal 50% of the amount of pension which would have been payable to the Participant under the provisions of Section IV5.1 if the Participant had retired on the day before death and pension payments had then commenced assuming coverage under Section IV8.4(d).

- (b) In the case of a terminated vested participant who dies before the Annuity Starting Date and who has a Surviving Spouse, a Qualified Pre-retirement Survivor Annuity, as defined in Section IV8.3(a) above, shall be provided to the Surviving Spouse of such terminated vested participant.
- (c) Upon the death of the Surviving Spouse, the Participant's contingent Beneficiary shall be paid a lump sum distribution equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions Account (as set forth in Section IV6.1) as of the Annuity Starting Date exceeds the aggregate benefit payments made to the Participant and the Spouse.

IV8.4 The normal forms of benefit payment at retirement shall be:

- (a) **Life Annuity:** The normal form of payment for a single Participant is a benefit payable for his lifetime, as determined under Section IV5.1, with no further payments beyond the month of his death.
- (b) **Qualified Joint and Survivor Annuity:**
 - (1) The normal form of payment for a married Participant is a Qualified Joint and Survivor Annuity which shall be equal to a percentage of the Regular Annuity as specified in Section IV8.4(c) or IV8.4(d) and payable in accordance with those Sections. In addition to those sections, Section 7.1(e) of the Base Plan shall apply.
 - (2) Notwithstanding paragraph (1), no benefit shall be payable to a Participant's Spouse under this Section IV8.4(b) unless the Participant and his Spouse were legally married throughout the 12-month period ending on the date of the Participant's death. If the Participant and his Spouse were not legally married for at least 12 months before the Annuity Starting Date, the normal form of payment nevertheless shall be a Qualified Joint and Survivor Annuity; however, if the Participant dies within 12 months after the date of his marriage, the form of payment shall revert to the normal form of payment in Section IV8.4(a), and no benefit shall be

payable to the Participant's Spouse except as otherwise provided in Section 8.5.

- (3) An election not to take the Qualified Joint and Survivor Annuity shall be made on an appropriate election form filed with the Trustees no more than 90 days, and not less than 30 days, before the Annuity Starting Date, as specified by the Trustees. Such an election shall be effective only if accompanied by the written consent of the Participant's Spouse, witnessed by a member of the Trustees or a notary public, acknowledging the effect of the designation and the specific non-spouse Beneficiary, including any class of Beneficiaries or any contingent Beneficiary. Any consent of a Participant's Spouse shall be valid only with respect to that Spouse and shall be irrevocable as to that Spouse. Any such election may be revoked in writing by the Participant without spousal consent at any time before the Annuity Starting Date. After such election is revoked, another such election may be made at any time before the Annuity Starting Date; however, any new election will require a new spousal consent. Spousal consent shall not be required if it can be established to the satisfaction of the Trustees that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or there are other circumstances for which regulations do not require such consent.
- (4) The Trustees shall provide to a Participant, before he makes any election with regard to a form of benefit payment (and within the time described in paragraph (3) for making the election), a written explanation of (i) the terms and conditions of the Qualified Joint and Survivor Annuity; (ii) the Participant's right to make an election to waive the Qualified Joint and Survivor Annuity and the effect of such election; (iii) the rights of the Participant's Spouse with respect to any election to waive the Qualified Joint and Survivor Annuity; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.
- (5) Notwithstanding the foregoing, an Annuity Starting Date which is not at least 30 days after the written explanation described in paragraph (4) above was provided to the Participant will be permitted if the following conditions are satisfied:
 - (i) the written explanation is provided to the Participant before the Annuity Starting Date;
 - (ii) the written explanation explains that the Participant has the right to at least 30 days to consider whether to make an election with regard to a form of benefit payment;
 - (iii) the Participant is permitted to revoke a benefit election at any time until the Annuity Starting Date, or if later, at any time before the

end of the 7-day period beginning on the day after the written explanation is provided to the Participant; and

- (iv) distribution of benefits does not begin before the date the 7-day period described above expires (which date may be later than the Annuity Starting Date).
- (6) Payments under the Qualified Joint and Survivor Annuity shall begin on the Annuity Starting Date and shall end with the payment due as of the first day of the month in which occurs the death of the last person entitled to payments under the annuity.
- (c) Any Participant who is married for one year to his present Spouse at the time retirement incomes commence under this Plan will continue to receive a life annuity unreduced by this joint and survivor annuity payable for his life; and upon his death his Surviving Spouse shall be entitled to receive an annuity for the rest of her life equal to 50% of the benefit the Participant was receiving at the date of his death.
- (d) Automatic Post-Retirement Surviving Spouse Option

The provisions of this Section IV8.4(d) are applicable only to those Participants not covered by the joint annuity benefits described in Sections IV8.4(c). Subject to the conditions hereinafter set forth in this Section IV8.4(d), if a Participant shall be married for at least one year at the date of death, the amount of each such annuity payment which would otherwise be payable to such Participant shall be reduced to be the Actuarial Equivalent of the Regular Annuity and if the Participant's Spouse shall survive him, an annuity shall be payable under the Plan to the Spouse during such Spouse's remaining lifetime after the Participant's death in an amount equal to 50% of his reduced annuity payment.

IV8.5 The other Death Benefits shall be:

- (a) Upon participation in the Plan, a Participant shall designate a Beneficiary on the appropriate form in accordance with Section 2.3. If a Beneficiary has not been designated, the any death benefit under the Plan shall be paid to (i) the Surviving Spouse, or (ii) if none, then to the surviving children in equal shares, or (iii) if none, to his estate.
- (b) In the event of the death of a Participant prior to retirement who is not eligible for the Surviving Spouse benefit in Section IV8.3, his designated Beneficiary is entitled to the Participant's Accumulated Contributions.
- (c) Upon the death of a Participant (and of his Spouse, if a Qualified Joint and Survivor Annuity is in effect) after his Annuity Starting Date, his Beneficiary shall be entitled to receive a lump sum payment equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions Account as of

the Annuity Starting Date exceeds the aggregate benefit payments made to the Participant and, if applicable, his Spouse.

- (d) Notwithstanding any other provisions of this Section to the contrary, if payment of retirement benefits to a Participant has not commenced before his death, the entire death benefit payable hereunder shall be distributed by the December 31 coinciding with or next following the fifth anniversary of the Participant's death. However, if distribution of the survivorship benefit is to be made to a surviving Beneficiary over the life of such Beneficiary and the distribution begins by the December 31 coinciding with or next following the first anniversary of the Participant's death, benefits may be distributed over a period of longer than five years. In the event that the Participant's Spouse is his Beneficiary, the requirement that the distribution commence within one year of a Participant's death shall not apply, although the distribution must commence no later than April 1st following the calendar year in which the deceased Participant would have attained age 70½.
- (e) In addition to the Death Benefits available under this Section IV8.5, Participants covered under this Appendix IV shall be eligible for the optional forms of payment set forth in Section 7.2 of the Base Plan, and shall continue to be eligible after January 1, 2015.

IV8.9 Accumulated Contributions:

A Participant who is entitled to benefits under Section IV7.2 or IV5.1 or IV5.3 may elect to receive a lump sum payment of his Accumulated Contributions and/or the Union's Matching Contributions, referred to hereinafter as a "refund", in lieu of the normal form of benefit in accordance with Section IV8.4. On the date as of which such refund is paid (hereinafter referred to as the "refund date"), the benefit to which he would otherwise be entitled shall be reduced by the Actuarial Equivalent of the refund amount. Notwithstanding the above, any payment other than in the form of a Qualified Joint and Survivor Annuity shall be made only with the consent of the Participant's Spouse, as more fully detailed in Section IV8.4.

The following special provisions shall apply to Participants covered by this Appendix IV who were in the employ of the New York Joint Board Neckwear and Accessories Division Workers at June 30, 1994 ("Neckwear Employees"). Except as specifically provided herein, all of the other provisions of this Appendix IV, and of the Plan, as applicable, shall apply to Neckwear Employees.

Neckwear 1. Credit for Prior Service:

- (a) For purposes of determining where a Participant has completed an "Hour of Service" under the NYJB Plan, his or her "Hours of Service" as credited under the New York Joint Board of Neckwear Workers Staff Retirement Plan (the "Neckwear Plan") as it existed immediately prior to its merger into the NYJB Plan as of June 30, 1994 shall be included.

- (b) For purposes of determining a Participant's "Salary" under the NYJB Plan, the "Salary" received under the Neckwear Plan as it existed immediately prior to its merger into the NYJB Plan as of June 30, 1994 shall be included.

Neckwear 2. Definitions:

- (a) "Neckwear Credited Service" means a Neckwear Employee's "Credited Service" as of June 30, 1994 as defined under the Neckwear Plan as it existed immediately prior to its merger into the Plan as of June 30, 1994.
- (b) "Neckwear Accrued Benefit" shall be 2% times the product of:
 - (i) the Neckwear Employee's Average Salary determined in accordance with the NYJB Plan
 - multiplied by
 - (ii) the Neckwear Employee's Neckwear Credited Service
- (c) "New York Credited Service" means a Neckwear Employee's Credited Service under the NYJB Plan, less his Neckwear Credited Service.

Neckwear 3. Amount of Regular Annuities:

- (a) The amount of Regular Benefit payable to a Neckwear Employee under Section IV5.1 of the Plan shall be determined as the sum of:
 - (i) the Neckwear Employee's Regular Benefit as determined under Section IV5.1 of the Plan. For purposes of this determination only, a Neckwear Employee's Credited Service shall be equal to his "New York Credited Service".
 - plus
 - (ii) the Neckwear Employee's Neckwear Accrued Benefit
- (b) A Neckwear Employee who elects to retire under Section IV4.2 of the Plan may elect to commence benefits at any date between his retirement date and his Normal Retirement Date. Such benefit shall be determined in Section IV5.4 or the sum of:
 - (i) the Actuarial Equivalent of the benefit determined under Section IV5(a)(i) of this Section

plus

- (ii) the Neckwear Employee's Neckwear Accrued Benefit, reduced by 2.0% for each full year that commencement precedes his Normal Retirement Date.

The following special provisions shall apply to Participants covered by this Appendix IV who were in the employ of Local 340A on or after December 31, 1996 ("Local 340A Employees") and who would have been covered prior to such date under the terms of the Local 340A Staff Retirement Plan (the "Local 340A Plan"). Except as specifically provided herein, all of the other provisions of this Appendix IV, and of the Plan, as applicable, shall apply to Local 340A Employees.

Local 340A 1. Credit for Prior Service:

- (a) For purposes of determining where a Participant has completed an "Hour of Service" under the Plan, his or her "Hours of Service" as credited under the Local 340A Plan as it existed immediately prior to its merger into the Plan as of December 31, 1996 shall be included.
- (b) For purposes of determining a Participant's "Salary" under the Plan, the "Salary" received under the Local 340A Plan as it existed immediately prior to its merger into the Plan as of December 31, 1996 shall be included.

Local 340A 2. Definitions:

- (a) "Local 340A Credited Service" means a Local 340A Employee's "Credited Service" as of December 31, 1996 as defined under the Local 340A Plan as it existed immediately prior to its merger into the NYJB Plan as of December 31, 1996.
- (b) "Local 340A Accrued Benefit" shall be 2.50% times the product of:
 - (i) the Local 340A Employee's final average pay (highest 3 of the last 5 years) including any Salary paid after December 31, 1996.

multiplied by
 - (ii) the Local 340A Employee's Credited Service to December 31, 1996 (maximum of 20 years).

Local 340A 3. Amount of Regular Annuities:

- (a) The amount of Regular Benefit payable to a Local 340A Employee under Section IV5.1 of the Plan shall be determined as the sum of:
 - (i) the regular accrual under Section IV5.1 of the Plan with respect to service rendered after December 31, 1996

plus

- (ii) the Local 340A Accrued Benefit.

However, in no event will the benefit payable exceed 80% of Average Salary.

- (b) A Local 340A Employee who elects to retire under Section 4.2 of the Plan may elect to commence benefits at any date between his retirement date and his Normal Retirement Date. Such benefit shall be determined in Section IV5.4 or the sum of:

- (i) the Actuarial Equivalent of the benefit determined under Section IV5(a)(i) of this Section

plus

- (ii) the Local 340A Accrued Benefit, reduced by 6.0% for each Year that commencement precedes his Normal Retirement Date. With respect to the Local 340A Accrued Benefit, the eligibility provision is age 55 with 10 years of Service.

Appendix V – Service (New York Laundry) Plan Participants

CLOSED GROUP – December 31, 2002

The provisions of this Appendix V apply to (i) participants in the Amalgamated Service & Allied Industries Joint Board Staff Retirement Plan (the "Service Plan") prior to December 31, 1999 and to (ii) employees hired prior to December 31, 1999 who would have been eligible to join the Service Plan in the future under the terms of the Service Plan as in effect on December 31, 1999. Employees hired after January 1, 2000 and prior to January 1, 2003 who would otherwise have been covered by the Service Plan are covered under Appendix I (ACTWU). Employees hired after December 31, 2002 are covered under the Base Plan provisions. The Service Plan was merged into the Plan on December 31, 1999 and all participants in the Service Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix V, the terms of this Appendix V will control with respect to Participants covered by this Appendix V. References in this Appendix to the Service Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix V, it is intended that the Plan and this Appendix V be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Service Plan as of December 31, 1999 shall not be decreased as a result of the merger of the Service Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to December 31, 1999.

The following definitions shall apply for purposes of this Appendix V:

"Age Retirement Date" means the first day of the month after the 65th birthday of a Participant or the first day of any month thereafter at which time he actually retires from service, provided that he shall have completed not less than five (5) Years of Service on that date.

"Average Monthly Salary" shall mean the average Salary rate received by a Participant during the two-year period immediately preceding the date upon which he becomes an Annuitant or during the ten-year period immediately preceding such date, whichever average amount is the greater.

"Salary" with respect to any Participant means total annual compensation paid by the Joint Board and/or Joint Board Affiliate for a calendar year excluding the following: (1) amounts contributed under this Plan, (2) any reimbursements or other expense allowances, fringe benefits, and welfare benefits provided by the Joint Board and/or Joint Board Affiliate, and (3) salary reduction contributions made on behalf of the Participant to a Code Section 401(k), 125, 401(h) or 403(b) Plan maintained by the Joint Board and/or Joint Board Affiliate. Effective January 1, 2011, Salary shall not include severance pay.

For Plan Years beginning after December 31, 1988 and ending December 31, 1993, Salary in excess of \$200,000 shall be disregarded. For Plan Years beginning on and after January 1, 1994,

Salary in excess of \$150,000 shall be disregarded. Such amount shall be adjusted at the same time and in such a manner as permitted under Section 401(a)(17) of the Code.

An individual subject to the terms of this Appendix V who became an Eligible Employee prior to December 31, 1999 and who was not a Participant in the Service Plan as of such date shall become a Participant in the Plan commencing with the Plan Year in which he first completes 1,000 Hours of Service.

The following special provisions regarding Service and Credited Service apply to Participants subject to the terms of this Appendix V in lieu of the provisions of the Base Plan document regarding the same issues.

V3.01 In accordance with this Section V3.01, a Participant's period of Service for vesting shall be the sum of (a) and (b) as follows:

- (a) A Participant's vesting in benefits under the Service Plan prior to January 1, 1989 shall be determined in accordance with the terms of the Service Plan prior to January 1, 1989
- (b) On or after January 1, 1989, a Participant's vesting in benefits shall be determined by his period of Service.

Service means the aggregate of all periods of an Eligible Employee's employment from his date of hire with the Joint Board and/or Joint Board Affiliate, whether or not consecutive, and counting as a complete month any month in which an Eligible Employee is paid, or entitled to payment, for the performance of duties. Service shall also include (i) a period of up to 12 months of absence from employment for any reason other than because of resignation, retirement, death or discharge, (ii) the period from the date the Staff Member resigns, retires or is discharged to the date of his re-employment, if he returns to employment Joint Board and/or Joint Board Affiliate within 12 months of such resignation, retirement or discharge, and (iii) in the case of a Staff Member who is absent from employment by reason of a maternity or paternity absence beyond the first anniversary of the date such absence began, the period that is the earlier of (a) the second anniversary of the beginning of such absence or (b) the date such maternity or paternity absence ceased.

A Year of Service is each 12 month period of Service.

Years of Service with any member of a Joint Board Affiliate shall be recognized for purposes of vesting in benefits.

Years of Service may be disregarded upon application of Section V3.03.

V3.02 The amount of benefit payable to or on behalf of a Participant shall be determined on the basis of his Credited Service and shall mean the sum of

- (a) Prior to January 1, 1989, Credited Service shall be determined in accordance with the terms of the Service Plan Prior to January 1, 1989

- (b) With respect to service after December 31, 1988, Credited Service shall be the number of years and fractions thereof, counting each calendar month as one-twelfth (1/12th) of a year, measured during each Participant's calendar year of employment on or after January 1, 1989, reduced as provided in sections (c) and (d) below.

Periods of Credited Service may be further disregarded upon application of Section V3.03.

- (c) If during any calendar year after December 31, 1988 included in a Participant's Credited Service, such Participant was employed (or, in the year in which his employment ceases, would have been so employed had his service continued at the same rate of hours to the end of such calendar year) for a number of hours less than 1,000, such Participant's Credited Service for such calendar year shall be reduced to zero.
- (d) Any period of Service for which a Participant does not make contributions where required shall be disregarded for purposes of determining Credited Service. An individual who was a Staff Member prior to January 1, 1957 shall be given credit for all such years of Credited Service, notwithstanding the preceding sentence.

V3.03 For a former Participant who previously satisfied the requirements of Section V6 for vested benefits, and who again is employed, his pre-break Service and Credited Service shall be restored as of his re-employment date in determining his rights and benefits under the Service Plan. A former Participant who previously received any distribution of his benefits under the Service Plan shall be subject to the requirements of Section V6.

For a former Participant who, at the time of a Break in Service, as defined in Section V3.04, had not fulfilled the requirements for vested benefits, and who again is employed, Years of Service and Credited Service before the Break in Service shall be restored as of his re-employment date if the number of consecutive one year Breaks in Service was less than the greater of: (i) five, or (ii) the aggregate number of years of Service before the Break in Service.

V3.04 Break in Service means a period of at least 12 consecutive months beginning on the Eligible Employee's Severance Date during which the Eligible Employee did not perform any duties for the Employer. Severance Date means the earlier of: (i) the date of the Eligible Employee's quit, discharge or retirement, or (ii) the first anniversary of the first day of absence from employment for any reason other than quit, discharge or retirement. Solely for purposes of determining whether a Break in Service has occurred, effective for Plan Years beginning on or after January 1, 1985, the Severance Date of an Eligible Employee who is absent from employment beyond such first anniversary date by reason of a maternity or paternity absence described in the next sentence is the second anniversary of the first day of such absence. A maternity or paternity absence means an absence by reason of the pregnancy of the Eligible Employee, the birth of a child of the Eligible Employee, the placement of the child with the Eligible Employee in connection

with the adoption of the child by the Eligible Employee, or for purposes of caring for the child for a period beginning immediately after such birth or placement.

A Participant shall not incur a Break in Service because of an absence from work that is approved or authorized by the Joint Board as a leave of absence. A leave of absence shall mean an Eligible Employee's absence from employment with the Joint Board by reason of service in the armed forces of the United States, jury duty, sick or disability leave, or any other approved absence under uniform rules uniformly applied, provided that the Eligible Employee returns to the employment of the Joint Board on or before the expiration of his leave or while his re-employment rights are protected by applicable federal law.

The following special provisions regarding eligibility for retirement apply to Participants subject to the terms of this Appendix, in lieu of the provisions of the Base Plan document dealing with the same matters.

V4.01 Each Participant who retires from employment as a Staff Member on or after his Age Retirement Date shall receive a Regular Benefit as determined in Section V5.01. Each Participant, upon attainment of his Age Retirement Age shall have a nonforfeitable right in his Accrued Benefit.

V4.02 Each Participant may elect to retire from employment as a Staff Member prior to his Age Retirement Date if he has attained the age of 53 and completed 15 Years of Service.

In the event of retirement pursuant to this Section V4.02, a Participant shall receive a benefit determined in accordance with Section V5.02.

V4.03 If a Participant continues his employment beyond the Participant's Age Retirement Date, the Participant shall be able to retire at any time thereafter and shall be eligible for a Late Retirement Benefit in accordance with Section V5.04.

V4.04 A Participant who has completed at least 15 Years of Service, at any age and who suffers a physical or mental disability while he is employed as a Staff Member which, in the opinion of the Social Security Administration, is permanent and prevents him from performing his duties shall be retired on the first day of the month that the Social Security Administration starts making payment to the Participating Staff Member on the basis of total and permanent disability and thereupon continue to receive a benefit determined in accordance with the provisions of Section V5.03.

The following special provisions regarding the amount of the annuity payable apply to Participants subject to the terms of this Appendix V in lieu of the provisions of the Base Plan document dealing with the same issues.

V5.01 Age Retirement Annuity: An amount equal to two and one half percent (2-1/2%) of the Participant's Average Monthly Salary during the twenty-four (24) calendar months preceding his retirement date multiplied by his years (and fractions) of Service. Such benefit shall not exceed an amount equal to eighty percent (80%) of the Participant's

Average Monthly Salary during the twenty-four (24) calendar months preceding his retirement date.

- V5.02 Early Retirement Annuity: If a Participant retires under Section V4.02 of the Plan, the amount of Regular Benefit to which he is entitled, commencing on his Age Retirement Date is determined pursuant to the formula in Section V5.01 and based on his Average Monthly Salary during the applicable number of months preceding his retirement, and his Years of Service at such time.

In lieu of a benefit commencing at his Age Retirement Date, a Participant may, at any time between the date of his retirement date and his Age Retirement Date, elect a reduced retirement income payable in accordance with Section V7, to commence on the first day of any month (to be selected by him) between the date of retirement and his Age Retirement Date. Such reduced benefit shall be the Regular Benefit determined pursuant to Section V5.01 reduced by 1/4 of 1% for each month (3% per year) that such commencement date precedes the Age Retirement Date.

- V5.03 Disability Retirement Annuity: If a Participant retires under Section V4.04 of the Plan, he shall receive a monthly annuity determined as follows:

An amount computed as provided in the applicable subsection of Section V5.01 but based on his Average Monthly Salary during the applicable number of months preceding his disability retirement date and his Years of Service at such date. The monthly annuity thus computed will be reduced in accordance with the following schedule of percentages:

Number of Integral Years

<u>from Annuity Start Date to Age Retirement Date</u>	<u>Percentage of Annuity Payable</u>
15 or more	55%
14	58%
13	61%
12	64%
11	67%
10	70%
9	73%
8	76%
7	79%
6	82%
5	85%
4	88%
3	91%
2	94%
1	97%

V5.04 Late Retirement Annuity: If a Participant continues his employment as a Staff Member beyond the Participant's Age Retirement Date, the Participant shall be eligible for a Late Retirement Benefit determined as follows:

If a Participant's employment with the Joint Board continues after his Age Retirement Date, the amount of his Accrued Benefit shall be the benefit determined in accordance with Section V5.01 on the basis of his Credited Service and his Average Monthly Salary as of his date of termination of employment. Any payments received by an active Participant pursuant to Section 8.6 of the Base Plan document shall offset on an Actuarial Equivalent basis the benefit determined under this Section V5.04, such benefit to be redetermined at periodic intervals to reflect additional accruals due to active participation; however, in no event shall a Participant's redetermined benefit be less than the benefit which he was receiving immediately prior to the redetermination.

V5.05 If any person entitled to benefits under this Plan shall be entitled to benefits under any benefit plan of any Joint Board Affiliate by reason of the Joint Board's contribution to that plan on behalf of the Participant, and that plan does not provide for a deduction of benefits payable under this Plan, the benefits under this Plan, which are not attributable to employee contributions, shall be reduced to the extent that a Participant does not receive a combined benefit that would exceed the benefits permitted under this Plan.

The following special provisions regarding payments to terminated vested Participants shall apply to Participants subject to the terms of this Appendix V in lieu of the provisions of the Base Plan document dealing with the same issues.

V6.01 Vested Termination of Employment Benefits (Vested Retirement Annuity)

Upon termination of employment on or after January 1, 1976, for any reason other than those specified in Section V4 or due to death, a Participant who shall have completed five (5) Years of Service, as determined in accordance with Section V3.01, shall be entitled to receive a monthly vested Annuity commencing at his Age Retirement Date based on his Accrued Benefit determined pursuant to Section V5.01 as of his date of termination. Such monthly Vested Retirement Annuity shall be at least equal to the amount of monthly Age Retirement Annuity payable upon the Participant's Age Retirement Date multiplied by a fraction, the numerator of which shall be Participant's months of Credited Service in the Plan and the denominator of which shall be the number of months of Credited Service which the Participant would have had at his earliest Age Retirement Date had he continued in service thereto.

V6.02 Early Commencement of Vested Retirement Annuity

A Participant who has completed fifteen (15) Years of Service, may, at his option, elect earlier payment commencing at any time after he has attained the age of fifty-three (53). In the event such Participant makes the election of earlier commencement of his Annuity, the amount of his Vested Retirement Annuity shall be determined in accordance with the Schedule of Percentages as stated in Section V5.02 hereof.

Any Participant who does not have 15 Years of Service but is eligible for a vested retirement annuity under Section V6.01 may elect early commencement of such benefit as of the first of any month on or after his fifty-third birthday, provided that the otherwise payable annuity is reduced by one-half of one percent for each month (six percent per year) that such early commencement date precedes his Age Retirement Date.

The following Sections V7.03 through V7.05 replace Sections 7.1 through 7.3, respectively, of the Base Plan document, with respect to Participants covered by this Appendix V.

V7.03 The amount of the Qualified Pre-Retirement Survivor Annuity is:

- (a) If the Participant's death occurs on or after the date on which the Participant attains age 53, survivor annuity payments shall commence on the Participant's Age Retirement Date and shall be made to the Participant's Surviving Spouse for the then remaining lifetime of the Surviving Spouse. The Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as of the first day of any month after the Participant's death but prior to his Age Retirement Date, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his death, elected to commence receiving his benefit under the benefit option selected under Section V7.04, and died on the next day.

- (1) If the Participant meets the requirements of Section V4.02 at date of death then the survivor annuity payment shall equal 50% of the amount of pension which would have been payable to the Participant under the provisions of Sections V5.02 and V7.04 if the Participant had retired on the day before death and pension payments had then commenced, multiplied by the percentage in (c) below if the Participant's age last birthday exceeds his Spouse's age last birthday by more than 5 years.
 - (2) If the Participant does not meet the requirements of Section V4.02 at date of death then the survivor annuity payment shall equal 50% of the amount of pension payable to the Participant under the provisions of Sections V6.01 and V7.04, assuming pension payments commence at date of death, multiplied by the percentage in (c) below if the Participant's age last birthday exceeds his Spouse's age last birthday by more than 5 years.
- (b) If the Participant's death occurs before the Participant attains age 53 and after he had completed five Years of Service, survivor annuity payments shall commence on the date one month after the Participant's fifty-third birthday and shall be made to the Surviving Spouse of the Participant for the then remaining lifetime of the Surviving Spouse in an amount equal to 50% of the amount of benefit which the Participant had accrued at the date of death in accordance with the formula in Section V5.01 multiplied by the percentage in (c) below if the Participant's age last birthday exceeds his Spouse's age last birthday by more than 5 years.
- (c) Percentage equals (i) 100% minus (ii) 0.4% multiplied by the number of years by which such difference in ages between Participant and Spouse exceeds 5 years.

V7.04 The normal forms of benefit payment at retirement shall be:

- (a) Life Annuity: The normal form of payment for a single Participant is a benefit payable for his lifetime, as determined under Section V5.01, with no further payments beyond the month of his death.
- (b) Qualified Joint and Survivor Annuity:
 - (1) The normal form of payment for a married Participant is a Qualified Joint and Survivor Annuity. The Qualified Joint and Survivor Annuity shall be equal to the Regular Joint Annuity Option E as determined under Section V7.04(c) if the Participant and Spouse meet the requirements of Section V7.04(c). Otherwise, if the Participant or the Spouse does not meet the requirements of V7.04(c), the Qualified Joint and Survivor Annuity shall be 90%, adjusted in accordance with Section V7.03(a)(2), of the normal form of payment in Section V7.04(a).
 - (2) Notwithstanding paragraph (1), no benefit shall be payable to a Participant's Spouse under this Section V7.04(b) unless the Participant and his Spouse were legally married throughout the 12-month period ending on the date of the Participant's death. If the Participant and his Spouse

were not legally married for at least 12 months before the Annuity Starting Date, the normal form of payment nevertheless shall be a Qualified Joint and Survivor Annuity; however, if the Participant dies within 12 months after the date of his marriage, the form of payment shall revert to the normal form of payment in Section V7.04(a), and no benefit shall be payable to the Participant's Spouse except as otherwise provided in Section 7.06 of the Service Plan.

- (3) An election not to take the Qualified Joint and Survivor Annuity shall be made on an appropriate election form filed with the Trustees no more than 90 days, and not less than 30 days, before the Annuity Starting Date, as specified by the Trustees. Such an election shall be effective only if accompanied by the written consent of the Participant's Spouse, witnessed by a member of the Trustees or a notary public, acknowledging the effect of the designation and the specific non-Spouse Beneficiary, including any class of Beneficiaries or any contingent Beneficiary. Any consent of a Participant's Spouse shall be valid only with respect to that Spouse and shall be irrevocable as to that Spouse. Any such election may be revoked in writing by the Participant without spousal consent at any time before the Annuity Starting Date. After such election is revoked, another such election may be made at any time before the Annuity Starting Date; however, any new election will require a new spousal consent. Spousal consent shall not be required if it can be established to the satisfaction of the Trustees that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or there are other circumstances for which regulations do not require such consent.
- (4) The Trustees shall provide to a Participant, before he makes any election with regard to a form of benefit payment (and within the time described in paragraph (3) for making the election), a written explanation of (i) the terms and conditions of the Qualified Joint and Survivor Annuity; (ii) the Participant's right to make an election to waive the Qualified Joint and Survivor Annuity and the effect of such election; (iii) the rights of the Participant's Spouse with respect to any election to waive the Qualified Joint and Survivor Annuity; and (iv) the right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.
- (5) Notwithstanding the foregoing, an Annuity Starting Date which is not at least 30 days after the written explanation described in paragraph (4) above was provided to the Participant will be permitted if the following conditions are satisfied:
 - (i) the written explanation is provided to the Participant before the Annuity Starting Date;

- (ii) the written explanation explains that the Participant has the right to at least 30 days to consider whether to make an election with regard to a form of benefit payment;
 - (iii) the Participant is permitted to revoke a benefit election at any time until the Annuity Starting Date, or if later, at any time before the end of the 7-day period beginning on the day after the written explanation is provided to the Participant; and
 - (iv) distribution of benefits does not begin before the date the 7-day period described above expires (which date may be later than the Annuity Starting Date).
- (6) Payments under the Qualified Joint and Survivor Annuity shall begin on the Annuity Starting Date and shall end with the payment due as of the first day of the month in which occurs the death of the last person entitled to payments under the annuity.

(c) Regular Joint Annuity

The amount of the monthly payments to an annuitant who has elected the Regular Joint Annuity or to his Surviving Spouse, shall be computed by applying the percentage determined in accordance with the following table to the normal form of payment in Section V7.04(a):

<u>Type of Joint Annuity</u>	<u>To Participant</u>	<u>To Surviving Spouse</u>
A	88%	Same as payable to Participant.
B	91%	87% of amount payable to Participant.
C	94%	75% of amount payable to Participant.
D	97%	60% of amount payable to Participant.
E	100%	50% of amount payable to Participant.

The foregoing percentages applicable to the Participant shall be reduced by one percent (1%) for each year in excess of five (5) that the age of the Participant's Surviving Spouse is less than the age of the Participant when all three of the following conditions (i), (ii) and (iii) apply:

- (i) the Spouse is more than five years younger than the Participant;
- (ii) the Participant and his Surviving Spouse have not been married for at least twenty (20) Years, irrespective of the difference of their ages; and
- (iii) the Spouse of a Participant shall not have attained age 60 upon becoming eligible to receive and does not commence receiving any annuity under this Plan.

In calculating differences under Section V7.04, a fraction of a year of six (6) months or less shall be disregarded, and a fraction of a year of more than six (6) months shall be considered a full year.

For the purposes of this Section V7.04(c) the Surviving Spouse of any Participant or Participant electing the Regular Joint Annuity shall not be eligible to receive any annuity unless married to such Participant for at least ten (10) years prior to the earlier of his retirement under the Plan or his death. A Participant who dies before his retirement and before the marriage to his Spouse has lasted for at least 10 years shall be automatically considered to have elected the Qualified Joint and Survivor Annuity under Section V7.04(b) hereof. A Participant who elects the Regular Joint Annuity and who does not designate the type of annuity shall be deemed to have designated option E.

(d) Guaranteed Payment Life Annuity

A Participant who retires pursuant to any provision of Section V3 hereof, who does not have a Spouse eligible for a Joint Annuity pursuant to Section V7.04, but who has a natural child or children, may elect (on a form provided by the Trustees and filed with it) to receive a reduced monthly annuity payable for life with 120 monthly payments guaranteed in any event.

The guaranteed payment life annuity shall be the amount of annuity determined in accordance with the applicable provision of Section V5 reduced in accordance with the following schedule of percentages:

<u>Number of Integral Years from Annuity Starting Date to Age Retirement Date</u>	<u>Percentage of Annuity Payable</u>
0	94.0
1	94.5
2	95.0
3	95.5
4	96.0
5	96.5
6	97.0
7	97.5
8	98.0
9	98.5
10 or more	99.0

V7.05 The other death benefits shall be:

- (a) Upon participation in the Plan, a Participant shall designate a Beneficiary on the appropriate form
- (b) If the Participant dies before he has completed five (5) years of Service, his Spouse shall not be entitled to any annuity payment hereunder other than a refund of the Participant's contributions improved with interest to date of death, if any.
- (c) The Spouse of a deceased Participant who has not made an election in accordance with Section V7.01 and who becomes eligible for benefits under Section V7.03 above shall have the option to receive in a lump sum any residue of Accumulated Contributions thereon made by the Participant under the Plan.
- (d) Upon the death of:
 - (i) a Participant before becoming an Annuitant (and, if he elected a Regular Joint Annuity or Qualified Joint Annuity, before the date on which his Spouse is entitled to receive annuity payments); or
 - (ii)
 - (1) a Participant who has not elected a Regular Joint Annuity or Qualified Joint Annuity;
 - (2) a Participant who has elected a Regular Joint Annuity or Qualified Joint Annuity but dies without a Surviving Spouse, or with a Surviving Spouse not entitled to an annuity hereunder; or
 - (3) a Surviving Spouse entitled to an annuity hereunder;

before receiving aggregate annuity payments (including payments received by his surviving Spouse in the case of a joint annuity) equal to the Accumulated Contributions made by such Participant to the Trustee, then a lump equal to such difference shall be paid to his designated Beneficiary or Beneficiaries, or if none so designated, either (i) to his surviving Spouse or (ii) if none, to his children in equal shares, or (iii) if none, to his estate.

Appendix VI – Provisions Applicable to Certain Canadian Employees

Benefits for certain Canadian Employees of UNITE HERE were formerly provided under the Textile Staff Retirement Plan of the Amalgamated Clothing and Textile Workers Union for Canadian Participants (the "Prior Canadian Plan"), formerly the Textile Workers Union of America, effective January 1, 1949. These provisions later became the Textile I section of the Prior Canadian Plan, which became closed to new participants.

In 1979, two additional benefit schedules were added to the Prior Canadian Plan, called Textile II and Textile III respectively.

The Prior Canadian Plan was subsequently amended and restated several times.

Effective as of December 31, 2007, the Prior Canadian Plan was wound up with no further accruals occurring and benefits commencing to be distributed.

Effective January 1, 2008, a new Canadian Plan (the "Canadian Plan") of the UNITE HERE Consolidated Retirement Fund was adopted to provide pension benefits to Canadian Employees of UNITE HERE, including recognition of service while participating in the Prior Canadian Plan. Benefits payable under this Canadian Plan are offset by any amounts paid, or deemed to be paid, from the Prior Canadian Plan.

The Canadian Plan is an unregistered pension plan that is designated as a "foreign plan" under the Income Tax Act (Canada). However, an application for registration of the Canadian Plan as the "UNITE HERE Canadian Staff Retirement Plan" has been filed with the Financial Services Commission of Ontario on a voluntary basis.

In 2009, a component of the UNITE HERE union disaffiliated with UNITE HERE to form a new trade union, "Workers United," in affiliation with the Service Employees International Union. The staff of both unions (UNITE HERE and Workers United) continue to participate in the Plan, including the Canadian Plan.

Effective April 26, 2010, the UNITE HERE Consolidated Retirement Fund was renamed the "Consolidated Retirement Fund" and the Canadian Plan was subsequently renamed the "Consolidated Retirement Fund Canadian Plan."

Although the Canadian Plan is a part of the Consolidated Retirement Plan (US) (the "Plan") and provides similar benefits to the Plan, the Canadian Plan is being administered as a standalone plan.

The provisions of this Appendix VI apply to Employees of the Employer, as those terms are defined in this Appendix VI. The Canadian Plan was merged into the Plan on January 1, 2008 and all participants in the Canadian Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix VI, the terms of this Appendix VI will control with respect to Participants covered by this Appendix VI.

Notwithstanding anything to the contrary in the Plan or in this Appendix VI, it is intended that the Plan and this Appendix VI be interpreted, in accordance with Section 411(d)(6) of the Code,

in such manner as shall insure that the accrued benefit of participants in the Canadian Plan as of January 1, 2008 shall not be decreased as a result of the merger of the Canadian Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to January 1, 2008.

1. Definitions

In the Canadian Plan, references to the masculine include the feminine and vice versa; references to the singular shall include the plural and vice versa, as the context shall require; and references to a subsection, section, paragraph or subparagraph mean a subsection, section, paragraph or subparagraph of the Canadian Plan unless otherwise identified.

The Canadian Plan shall be governed and administered in accordance with Applicable Pension Laws, and shall be construed in accordance with the laws of the Province of Ontario unless otherwise specified.

All amounts payable under the Canadian Plan are expressed in the lawful currency of Canada.

If any provision of the Canadian Plan or part thereof is determined to be void or unenforceable in whole or in part, such determination shall not affect the validity or enforcement of any other provision or part thereof.

Headings, wherever used herein, are for reference purposes only, and do not limit or extend the meaning of any of the Canadian Plan's provisions.

The following words and phrases as used in the Canadian Plan shall have the following meanings unless, in any case, a different meaning is required by the context.

"Accrued Benefit" shall mean a Participant's benefit payable as a single life annuity calculated in accordance with the benefit formula set forth in Section 6.

"Actuarial Equivalent" means a benefit of same value but of different form of payment, as determined on a basis of calculation adopted by the Employer on the advice of the Actuary, in accordance with Applicable Pension Laws, and in effect on the date such determination is being made. Notwithstanding the foregoing, the Employer may adopt a basis that eases administration of the Prior Canadian Plan, including the use of unisex factors, provided that such basis is not precluded by Applicable Pension Laws.

"Actuary" means a Fellow of the Canadian Institute of Actuaries, or a firm employing at least one Fellow of the Canadian Institute of Actuaries appointed, by the Employer to render actuarial services to it for purposes of the Prior Canadian Plan.

"Administrative Agent" means any person or persons delegated administrative authority by the Trustees.

"Affiliate" means a local union or joint board affiliated with the Union, the Amalgamated Life Insurance Company, Inc., the Amalgamated Bank, Union Health Center, or any other fund which is created or exists for the benefit of the Union, its members or any corporation the majority of stock of which is held by or for the benefit of the Union, its members or a local union or joint board affiliated with the Union.

"Annuity Starting Date" means the first day of the first period for which an amount is payable as an annuity to a Participant or his Beneficiary.

"Applicable Pension Laws" shall mean, as applicable, the Employee Retirement Income Security Act of 1974, as amended, the Pension Benefits Act of Ontario and any regulation thereunder and any amendments thereto or substitute therefor as well as any similar provincial statute applicable in a particular circumstance.

"Average Salary" shall mean

(a) for Pre-2005 Participants, the greater of the average of the Participant's last two years of Salary or the average of the Participant's last 10 years of Salary.

(b) for Post-2004 Participants, the average Salary received during the highest consecutive 10 year period preceding the earliest of the Participant's termination, retirement, or death.

If the Participant is employed on a less than full-time basis, then the Participant's Salary shall be deemed to be the Salary that would have been earned by the Participant if the Participant had been employed on a full-time basis.

"Beneficiary" means the individual(s) or entity designated by the Participant to receive benefits under the Canadian Plan in accordance with Canadian Plan procedures. In the absence of a named Beneficiary, benefits otherwise payable from the Fund will be paid in the following order: Spouse, children, parent(s), brother(s) and sister(s), and the Participant's estate.

"Commutated Value" means the value at any specified date, calculated in the manner prescribed by the Applicable Pension Laws, of any benefit to which a person is or will become entitled under the Canadian Plan.

"Credited Service" shall be used to determine a Participant's amount of retirement annuity payable under the Canadian Plan and shall be determined pursuant to Section 4.

"Custodian Agreement" shall mean the written agreement entered into by the Trustees with a trust corporation registered under the Ontario *Loan and Trust Corporations Act*, or any other financial institution, pursuant to which assets of the Fund may be held and administered in Canada.

"Effective Date" means January 1, 2008.

"Eligible Employee" shall mean an active member of the Prior Canadian Plan on December 31, 2007 who has maintained employment with the Employer in Canada up to the Effective Date of the Canadian Plan and any Employee hired on or after January 1, 2008 to work in Canada. An Eligible Employee must remain employed in Canada in order to remain an Eligible Employee.

"Employee" means any person (including general officers and council members) who is in the employment of the Employer in Canada. For the above purposes, Employees shall include part-time Employees.

"Employer" means the Union, and any Affiliate that has adopted the Canadian Plan. As of January 1, 2008, the following Affiliates are Employers for the purposes of the Canadian Plan:

- (a) The UNITE HERE Ontario Council.
- (b) The UNITE HERE Quebec Council.
- (c) The Amalgamated Clothing Workers Insurance Fund (CATAV-ACWIF)

"Fund" shall mean the fund or funds established under the terms of the Trust Agreement or agreements.

"Hours of Service" shall mean each hour for which the Employee receives compensation from the Employer.

"Participant" shall mean an Eligible Employee who meets the eligibility requirements provided in Section 2. Participant also means any Employee or former Employee who is receiving or entitled to receive benefits under the Canadian Plan. Participant shall include a Pre-2005 Participant and a Post-2004 Participant.

"Post-2004 Participant" shall mean a Participant who is not a Pre-2005 Participant.

"Pre-2005 Participant" shall mean a Participant who was an active member of the Prior Canadian Plan on December 31, 2004.

"Prior Canadian Plan" means the UNITE HERE pension plan registered in Canada prior to January 1, 2008, and formerly known as the Textile Staff Retirement Plan of the Amalgamated Clothing and Textile Workers Union for Canadian Participants.

"Salary" with respect to any Participant means the basic compensation rate paid by an Employer.

"Spouse" in relation to a Participant, shall mean the person who is the Participant's "spouse" as that term is defined in the provincial pension legislation applicable to the Participant, as determined at the relevant time.

"Totally and Permanently Disabled" means a person with a physical or mental disability that, in the opinion of a physician designated by the Trustees, is permanent and prevents him from performing his duties.

"Trust Agreement" means the Agreement and Declaration of Trust for the Consolidated Retirement Fund, as amended and restated.

"Trustees" means the Board of Trustees and their successors thereto as provided for in the Trust Agreement.

"Union" means, prior to February 1, 2009, UNITE HERE, UNITE or any successor organization. On and after February 1, 2009, Union means Workers United, UNITE HERE and any entity that was affiliated with UNITE HERE on December 31, 2008, and any entity affiliated with any entity that was affiliated with UNITE HERE on December 31, 2008.

"Vested" means:

(a) immediately for a Participant who at the time of termination is employed in the province of Quebec, Ontario (for terminations effective on or after July 2012) and Manitoba (for terminations effective on or after May 31, 2010), and Participants in any other provinces which adopt immediate vesting; or

(b) the completion of two years of participation in the Canadian Plan for any Participant who does not fall under (a) above at the time of termination.

2. Participation

2.01 Members on Effective Date

Each person who is an Eligible Employee and who was an active member of the Prior Canadian Plan on December 31, 2007 shall become a Participant effective January 1, 2008.

2.02 Other Full-Time Employees

Each other person who became a full-time Eligible Employee on or after January 1, 2008, and who was employed in Canada shall become a Participant on the 1st day of the month coincident with or immediately following the Employee's completion of three months of employment with the Employer.

2.03 Part-Time Employees

Each person who is an Employee on a part-time basis and has not waived membership in the Canadian Plan in accordance with Section 2.05 will become a Participant on the 1st day of the month coincident with or next following the completion of:

(a) For persons employed in Ontario and Manitoba, 24 months of Continuous Service, provided that he has:

(i) earned at least 35% of the YMPE, or

(ii) Hours of Service equal to at least 700 hours,

in each of the 2 consecutive calendar years immediately prior to membership in the Canadian Plan;

(b) For persons employed in Quebec, provided that he has:

- (i) Earned at least 35% of the YMPE, or
- (ii) Hours of Service equal to at least 700 hours,

in the calendar year immediately prior to membership in the Canadian Plan; or

- (c) For persons employed in British Columbia, 24 months of Continuous Service, provided that he has earned at least 35% of the YMPE for 2 consecutive calendar years immediately prior to membership in the Canadian Plan.

2.04 Enrollment

Each Eligible Employee shall be automatically enrolled in the Canadian Plan and shall be notified by the Administrative Agent by letter. Upon joining the Canadian Plan, the Eligible Employee shall designate a Beneficiary.

2.05 Waiver of Participation

An Eligible Employee who is employed on a part-time basis may waive membership in the Canadian Plan at any time. However, the Employee will not be permitted to join at a later date.

2.06 No Discontinuance of Membership

While an Employee, a Participant may not terminate, suspend or withdraw from participation in the Canadian Plan except in accordance with the provisions of the Canadian Plan or as permitted or required by, and in accordance with, the Applicable Pension Law.

2.07 Transfer of Employment

(a) Eligible Employee to Non-Eligible Employee

If an Eligible Employee transfers employment to a different category of employment with the Employer or transfers employment to an Affiliate such that the Eligible Employee is no longer an Eligible Employee then

- (i) this transfer shall not constitute a termination of employment for the purposes of Section 10;
- (ii) the Participant's Continuous Service shall continue to accrue;
- (iii) the Participant's Credited Service shall cease to accrue; and
- (iv) the Participant's Average Salary shall be based on Continuous Service prior to the date of transfer of employment or, if the Participant transfers employment to an Affiliate or commences participation in the US Plan, the Participant's Continuous Service as at termination, retirement or death.

(b) Non-Eligible Employee to Eligible Employee

If an individual who is not an Eligible Employee transfers employment to a different category of employment with the Employer or transfers employment to an Affiliate such that the individual is now an Eligible Employee, then the Eligible Employee shall be eligible to join the Canadian Plan subject to subsections 4.02 and 4.03 with the understanding that Credited Service will only be provided for Continuous Service after joining the Canadian Plan.

3. Contributions

3.01 Participant Contributions

Participants are not required nor permitted to contribute to the Canadian Plan.

3.02 Employer Contributions

Based upon the amounts estimated by the Actuary and subject to subsection 3.03, the Employer will contribute to the Fund such amounts as determined by the Trustees and in accordance with Applicable Pension Laws.

The liability of the Employer at any time is limited to such contributions as should have been made by it in accordance with the determination of the Trustees and Applicable Pension Laws.

3.03 Surplus

At the discretion of the Trustees, any amount by which the assets of the Fund exceed the liabilities, on any basis determined by the Actuary, may be used in whole or in part to reduce the contributions of the Employer under the Canadian Plan.

At the discretion of the Trustees, any amount by which the assets of the Fund exceed the liabilities, on any basis determined by the Actuary, may be returned to the Employer.

The use of any surplus assets in any way is subject to any conditions or approval procedures under Applicable Pension Laws.

3.04 Timing of Contributions

Contributions made by the Employer must be made on a monthly basis with the contribution for a particular month being made within at least 30 days after the end of the particular month.

4. Service

4.01 Continuous Service

A Participant's Continuous Service accrued in a calendar year shall be equal to the number of Hours of Service earned by the Participant in the calendar year divided by 1,000, such amount not to exceed 1.

4.02 Credited Service — Prior Canadian Plan

Any service accrued under the Prior Canadian Plan, including any service purchased in a buyback program, shall be included in the Participant's Continuous Service and Credited Service.

4.03 Credited Service

A Participant who is employed on a full-time basis shall accrue one month of Credited Service for every month of Continuous Service.

In the Participant's final month of service, a Participant who has accrued at least 120 hours (15 days) of Hours of Service in that month shall receive 1 month of Credited Service. A Participant who has accrued less than 120 hours (15 days) shall not receive a Month of Credited Service for the final month of service.

A Participant who is employed on a less than full-time basis shall accrue a fraction of a month of Credited Service for each month of part-time employment equal to the number of Hours of Service accrued in that month to the Hours of Service that would have been accrued in that month by a full-time Employee.

4.04 Credited Service — Suspension

A Participant who has a period of Continuous Service that exceeds 501 hours of compensated Hours of Service without performing any duties for the Employer during that period shall cease to accrue any further Credited Service until such time as the Participant begins to again perform duties for the Employer, subject to subsections 4.06 and 4.07 below.

4.05 Credited Service — Cap

The maximum amount of Credited Service that a Participant may accrue is 30 years (360 months).

4.06 Disability Service

(a) A Participant who becomes disabled and is receiving benefits from the Workplace Safety and Insurance Board (or similar program provided by another province) and is not eligible under subparagraph 4.06(b) will continue to accrue Continuous and Credited Service in the same annual amount as the Participant accrued immediately prior to becoming disabled.

The Participant's Average Salary shall be the Average Salary determined at the time the Participant became disabled.

(b) Prior to January 1, 2015, Participant who is Totally and Permanently Disabled, and who has completed at least 15 years of Continuous Service will be entitled to an immediate unreduced pension equal to the pension payable on the Participant's Normal Retirement Date based on Credited Service and Average Salary as at the time the Participant became disabled. Effective for disability applications received on or after December 1, 2014 and that are first payable on or after January 1, 2015, a Participant who is Totally and Permanently Disabled, and

who has completed at least 15 years of Continuous Service will be entitled to a pension equal to the greater of 70% of the pension payable under Section 6 on the Participant's Normal Retirement Date based on Credited Service and Average Salary as at the time the Participant became disabled or 100% of the pension payable under Sections 7.02, 7.03 or 7.04, as applicable.

(c) A disabled Participant who does not qualify under (a) or (b) above will have his participation in the Canadian Plan suspended and will be entitled to a deferred pension.

(d) In the event that the Participant recovers and returns to work, the Participant will continue to participate in the Canadian Plan.

However, if a Participant who has recovered fails to return to work, the Participant shall be deemed to have terminated employment on the date of the Participant's recovery.

4.07 Maternity or Parental Leave of Absence

A Participant who is on maternity or parental leave shall continue to participate in the Canadian Plan and accrue Credited Service as required by the appropriate provincial employment standards legislation. The Participant's Salary for the period of leave shall be deemed to be equal to the Salary the Participant earned immediately prior to the leave of absence.

5. Retirement Dates

5.01 Normal Retirement Date

Except as provided otherwise, payment of the Participant's pension will commence on the 1st day of the month coincident with or next following the Participant's attainment of age 65.

5.02 Early Retirement Date

An active Vested Participant who is at least 55 years of age and who terminates employment from the Employer may elect to commence his pension on the 1st day of any month coincident with or subsequent to his termination of employment.

A Participant who terminates employment after attaining age 55 but prior to his Normal Retirement Date who does not elect to commence his pension on the 1st day of the month coincident with or immediately subsequent to his termination of employment shall be considered to have terminated employment and not an early retirement.

5.03 Postponed Retirement

If a Participant remains in the service of the Employer after reaching the Normal Retirement Date, the Participant shall continue to accrue Credited Service. A Participant's pension must commence to be paid no later than the April 1st coincident with or next following the Participant's attainment of age 70.5.

6. Amount of Regular Annuities

6.01 Amount of Pension

A Participant who retires on or after his Normal Retirement Date shall be entitled to an annual pension equal to:

2.5% x Average Salary x Credited Service — Offset Pension

6.02 Minimum Pension

A Pre-2005 Participant whose annual pension is less than \$300 per year of Credited Service will instead receive an annual pension equal to \$300 per year of Credited Service.

6.03 Maximum Pension

The annual pension payable to a Participant cannot exceed 75% of the Participant's Average Salary.

6.04 Offset Pension

The amount of the Offset Pension shall be equal to the amount paid, or deemed to be paid, to the Participant from the Prior Canadian Plan, including any payments in respect of service purchased during a buyback program, or the plan of any other Affiliate which does not provide for a deduction of benefits payable from the Canadian Plan.

6.05 Continued Employment beyond Age 70.5

The pension payable to a Participant who continues to be employed by the Employer beyond the Participant's attainment of age 70.5 shall commence to be paid on the 1st day of April coincident with or next following the Participant's attainment of age 70.5.

Provided that the Participant has not accrued 30 years of Credited Service, the Participant shall continue to accrue Credited Service until the earlier of his termination or 30 years of Credited Service has been attained.

The Participant's pension shall be recalculated every January 1st to account for the additional Credited Service accrued by the Participant.

7. Early Retirement

7.01 Application

For benefits earned prior to January 1, 2015, Sections 7.02 or 7.03, as applicable, shall apply to:

(a) a Pre-2005 Participant who terminates employment on or after the attainment of age 55 but prior to his Normal Retirement Date and who commences a pension on the 1st day of the month coincident with or immediately following termination of employment;

(b) a Pre-2005 Participant who terminates employment prior to his Normal Retirement Date but with at least 15 years of Credited Service; and

(c) a Post-2004 Participant who terminates employment on or after the attainment of age 55 but prior to his Normal Retirement Date.

For benefits earned on or after January 1, 2015, Section 7.04 shall apply to all Participants who terminate employment prior to Normal Retirement Date.

7.02 Pre-2005 Participants, for benefits earned prior to January 1, 2015

A Pre-2005 Participant who elects to commence his pension on his Early Retirement Date shall receive the following amounts:

(a) a Pre-2005 Participant who has at least 15 years of Credited Service may retire with no reduction in pension payments on the date the Participant attains the earliest of:

- (i) age 60,
- (ii) Continuous Service equal to at least 30 years, or
- (iii) age plus Continuous Service equal to at least 80.

In the event that the Participant does not meet the requirements of (i), (ii), or (iii) above, then the Participant shall be entitled to a pension that is the greater of:

(A) the pension payable to the Participant at the Participant's Normal Retirement Date reduced by 3/12% for each month between the Participant's Annuity Starting Date and the earliest of (i), (ii), or (iii) above, and

(B) the pension payable to the Participant under subparagraph 8.02 below.

(b) for a Pre-2005 Participant with less than 15 years of Credited Service who commences his pension immediately upon retirement, the pension payable from the Canadian Plan will be reduced by 2/12% per month for each month between the Participant's Annuity Starting Date and the Participant's Normal Retirement Date.

7.03 Post-2004 Participants, for benefits earned prior to January 1, 2015

A Post-2004 Participant who elects to commence his pension prior to his Normal Retirement Date shall receive a pension payable from the Canadian Plan reduced by 1/2% for each month between the Participant's Annuity Starting Date and the Participant's Normal Retirement Date or, if greater, the Actuarial Equivalent of the pension payable on the Participant's Normal Retirement Date.

7.04 All Participants for benefits earned on or after January 1, 2015

For benefits earned on or after January 1, 2015, a Participant shall be entitled to a pension on the Participant's Early Retirement Date calculated in accordance with the rules of Section 7.03.

8. Pre-Retirement Death Benefits

The pre-retirement death benefits payable in accordance with this Section 8 are subject to the requirements of any Applicable Pension Law, including the waiver of entitlements that may be required to pay the pre-retirement death benefits in accordance with this Section 8.

8.01 Benefit Payable to Spouse on Participant's Death

In the event that a Participant dies prior to retirement while still in active employment with the Employer, and the Participant has at least 15 years of Credited Service and has been with his current Spouse for at least 5 years, the benefit payable to the Spouse of the Participant will be an annual pension equal to 75% of the benefit that would have been payable to the Participant had the Participant retired with an unreduced pension immediately prior to death.

In the event that the Participant was less than 55 years of age at death, the benefit payable to the Participant at Normal Retirement Date will be reduced by 2/12% for each month between the Spouse's Annuity Starting Date and the date the Participant would have attained age 55.

The pension payable to the Spouse will be reduced by a further 0.5% for every year in excess of 5 years by which the Spouse is younger than the Participant.

In the event that the Commuted Value of the benefit paid under this subsection 8.01 is less than the benefit paid under subsection 8.02, the difference shall be paid to the Spouse as a lump sum cash payment.

8.02 Other Benefits Payable to Spouse or non-Spouse

If, at the time of death, an active Vested Participant does not have at least 15 years of Credited Service or has been with his Spouse for less than 5 years, then the benefit payable to the Spouse is the Commuted Value of the pension payable to the Participant.

In the event that the Participant has no Spouse at the time of death, or the Participant's Spouse has filed with the Trustees, a valid waiver of entitlement to a pre-retirement death benefit in accordance with the Applicable Pension Law, the benefit will be paid to the Beneficiary designated to the Administrative Agent by the Participant.

8.03 Death of Non-Vested Participant

No benefit shall be payable in the event of the death of a Participant who is not Vested.

8.04 Benefits Payable on Death of Inactive Participant

In the event of the death of an inactive Participant who has a deferred pension entitlement, the benefit payable shall be:

(a) if the Participant had a Spouse at the time of death, 60% of the pension payable to the Participant assuming that that Participant elected a joint and survivor 60% form of pension to start as soon as possible, or

(b) if the Participant did not have a Spouse at the time of death, or the Participant's Spouse has filed with the Trustees, a valid waiver of entitlement to a pre-retirement death benefit in accordance with the Applicable Pension Law, the Commuted Value of the deferred pension owed to the Participant.

In the event that the Commuted Value of the benefit paid to a Spouse under paragraph 8.04(a) is less than the benefit paid to a Beneficiary under paragraph 8.04(b) (assuming that the Participant has no Spouse), the difference shall be paid to the Spouse as a lump sum cash payment.

9. Post-Retirement Death Benefits

9.01 Normal Form: Participant with No Spouse

A Participant who does not have a Spouse at the time of his Annuity Starting Date will receive a pension payable for the Participant's life and ending on the 1st day of the month the Participant's death occurs.

9.02 Normal Form: Pre-2005 Participants with a Spouse

(a) Participants with a Spouse for at least 5 years

The Spouse of a Pre-2005 Participant, who has commenced his pension and who was with his Spouse for at least 5 years prior to his date of termination, will continue to receive 60% of the pension payable to the Pre-2005 Participant until the 1st day of the month in which the Spouse's death occurs. The Participant's pension under this normal form is the amount payable under Option D of subparagraph 9.05(a).

(b) Participants with a Spouse for less than 5 years

A Pre-2005 Participant, who has been with his Spouse for less than 5 years prior to his date of termination, shall be entitled to an annual pension payment of 90% of the pension payable to a Participant without a Spouse.

In the event that the Spouse is younger than the Pre-2005 Participant, the 90% factor noted above shall be reduced by 0.3% for each year by which the Spouse is younger.

In the event that the Spouse is older than the Pre-2005 Participant, the 90% factor noted above shall be increased by 0.3% for each year by which the Spouse is older. The total amount of

pension payable to the Pre-2005 Participant cannot exceed 99% of the pension payable to a Participant with no Spouse.

Upon the death of the Pre-2005 Participant, the Spouse will continue to receive 60% of the pension payable to the Participant until the 1st day of the month in which the Spouse's death occurs.

9.03 Normal Form: Post-2004 Participants with a Spouse

(a) At least 10 years of Credited Service and retiring from active employment

The Spouse of a Post-2004 Participant, who has at least 10 years of Credited Service, and retires under Sections 4.06, 5.01, 5.02 or 5.03, and has commenced his pension, will continue to receive 60% of the pension payable to the Post-2004 Participant until the 1st day of the month in which the Spouse's death occurs. The Participant's pension payable under this normal form is the amount payable under Option D of subparagraph 9.05(a).

(b) Less than 10 years of Credited Service or retiring under Section 11

A Post-2004 Participant who has less than 10 years of Credited Service prior to his date of termination or is collecting a pension under Section 11, shall be entitled to an annual pension payment of 90% of the pension payable to a Participant without a Spouse.

Upon the death of the Post-2004 Participant, the Spouse will continue to receive 60% of the pension payable to the Participant until the 1st day of the month in which the Spouse's death occurs.

In the event that the Spouse is younger than the Post-2004 Participant, the 90% factor noted above shall be reduced by 0.3% for each year by which the Spouse is younger.

In the event that the Spouse is older than the Post-2004 Participant, the 90% factor noted above shall be increased by 0.3% for each year by which the Spouse is older. The total amount of pension payable to the Post-2004 Participant cannot exceed 99% of the pension payable to a Participant with no Spouse.

9.04 Optional Forms — Participants with no Spouse

Participants with no Spouse may elect a reduced pension paid under a single life and ten year guarantee form of payment. Under this form, the Participant receives a reduced pension but, in the event that the Participant dies prior to receiving 120 monthly payments, his Beneficiary shall receive the remainder of the 120 guaranteed payments.

Such reduced amount shall be 96% of the benefit otherwise payable if the Participant is between age 62 and age 65. Such 96% factor shall be increased by 0.3% for each year (or partial year) that the commencement age is less than age 62 (to a maximum of 98.8% and decreased by 0.6% for each year (or partial year) that the commencement age exceeds age 65 (to a minimum of 93%)

9.05 Optional Forms — Participants with a Spouse

(a) For benefits earned prior to January 1, 2015, Participants meeting the requirements of subparagraphs 9.02(a) or 9.03(a) may elect from the following options:

Option	Benefit as a % of the Normal Form Benefit	Survivor Benefit
A	88%	100%
B	91%	87%
C	94%	75%
D	97%	60%
E	100%	50%

In the event that the Spouse is more than 5 years younger than the Participant, the benefit payable to the Spouse shall be reduced by 0.5% per year for each year in excess of 5 years by which the Spouse is younger.

A Participant electing Option E must, along with his Spouse, sign a waiver of the normal form under Option D in a form prescribed under the Applicable Pension Law in a form prescribed under the Applicable Pension Law.

For benefits earned on or after January 1, 2015, the joint and survivor options in the Base Plan shall apply, in addition to the 60% survivor option, which is required under Canadian law. Thus, Participants may elect from the following options:

Option	Benefit as a % of the Normal Form Benefit		Survivor Benefit
	Non-Disabled Participants	Disabled Participants	
C	89.5%	69.0%	75%
D	90.0%	76.0%	60%
E	93.0%	79.0%	50%

The factors in the table above are adjusted as follows:

Option C: plus 0.45% (0.6% for Disabled Participants) for each year that the Beneficiary's age is greater than the Participant's or minus 0.45% (0.6% for Disabled Participants) for each year that the Beneficiary's age is less than the Participant's age with a maximum factor of 99%.

Option D: plus 0.3% (0.5% for Disabled Participants) for each year that the Beneficiary's age is greater than the Participant's or minus 0.3% (0.5% for Disabled Participants) for each year that the Beneficiary's age is less than the Participant's age with a maximum factor of 99%.

Option E: plus 0.3% (0.4% for Disabled Participants) for each year that the Beneficiary's age is greater than the Participant's or minus 0.3% (0.4% for Disabled Participants) for each year that the Beneficiary's age is less than the Participant's age with a maximum factor of 98%.

A Participant electing Option E must, along with his Spouse, sign a waiver of the normal form under Option D in a form prescribed under the Applicable Pension Law.

(b) All other Participants with a Spouse may elect, by filing with the Trustees, a signed waiver in a form prescribed under, and in accordance with, the Applicable Pension Law to receive a single life annuity (without applying the reduction set forth in subparagraph 9.02(b) or 9.03(b)) with no benefits payable after the Participant's death.

10. Termination of Employment

10.01 Application

This Section shall apply to:

- (a) a Participant who terminates employment prior to attaining age 55; or
- (b) a Pre-2005 Participant who terminates employment after attaining age 55 but prior to his Normal Retirement Date with less than 15 years of Credited Service who elects to defer his pension.

10.02 Terminated — Non-Vested

A Participant who terminates employment prior to Vesting shall not receive any benefit from this Canadian Plan.

10.03 Terminated — Vested

A Participant who terminates employment after Vesting shall be entitled to a deferred pension calculated in accordance with subsection 7.01 payable on the Participant's Normal Retirement Date.

10.04 Terminated — Early Commencement of Pension

A Participant who terminated employment and is entitled to a deferred pension may elect to commence pension payments on the 1st day of any month coincident with or following the Participant's attainment of age 55. The annual pension payable shall be the greater of:

- (a) the deferred pension reduced by 1/2% for each month between the Participant's Annuity Starting Date and his Normal Retirement Date, or
- (b) the Actuarial Equivalent of the deferred pension.

11. Administration of the Canadian Plan

11.01 Canadian Plan Administrator

The administration of the Canadian Plan shall be the responsibility of the Trustees, which for the purposes of Applicable Pension Laws shall constitute a "pension committee" composed of one or more representatives of the Employer and the Eligible Employees, except to the extent that:

(a) authority to construe, administer and interpret the Canadian Plan is delegated to the Administrative Agent, which may be a committee;

(b) authority to hold the Fund and to invest, control and disburse funds thereunder has been delegated to a custodian pursuant to a Custodian Agreement in accordance with the Trust Agreement.

11.02 Interpretation

The Trustees or the Administrative Agent delegated this authority, may from time to time establish rules for its administration of the Canadian Plan, adopt and prescribe appropriate forms and procedures for handling claims and the denial of claims. Except as herein otherwise expressly provided, the Trustees or the Administrative Agent delegated this authority, shall have the sole and exclusive discretion to interpret and apply the terms of the Canadian Plan and the rules thereunder, including, but not limited to, all questions of coverage, eligibility, and methods of providing benefits. The decisions and the records of the Trustees or the Administrative Agent shall be conclusive and binding upon the Employer, Participants, and all other persons having any interest in the Canadian Plan.

11.03 Reliance

The Trustees and the Administrative Agent shall be entitled to rely upon all tables, valuations, certificates and reports furnished by the Actuary, upon all certificates and reports made by any accountant, and upon all opinions given by any legal counsel. The Trustees and the Administrative Agent shall be fully protected against any action taken in good faith in reliance upon any such tables, valuations, certificates, reports or opinions. All actions so taken shall be conclusive upon each of them and upon all persons having any interest under the Canadian Plan. No Trustee or Administrative Agent shall be personally liable by virtue of any instrument executed by him or on his behalf as a Trustee or Administrative Agent, or for any neglect, omission or wrongdoing of any other Trustee or Administrative Agent or of anyone employed by the Trustees, the Administrative Agent or the Employer, or for any loss unless resulting from his own gross negligence or willful misconduct. The Trustees and the Administrative Agent shall be indemnified by the Fund against expenses, including legal fees, reasonably incurred by him in connection with any action to which he may be a party by reason of his being a Trustee or an Administrative Agent, except in relation to matters as to which he shall be adjudged in such action to be liable for gross negligence or willful misconduct in the performance of his duty as such member. The foregoing right of indemnification shall be in addition to any other rights to which any such member may be entitled as a matter of law.

12. Funding of the Canadian Plan

12.01 Fund

(a) Subject to Applicable Pension Laws, benefits provided under the Canadian Plan shall only be paid to the extent that they are provided for by the assets held in the Fund, and no liability or obligation to make any contributions thereto or otherwise shall be imposed upon the Trustees or any Employer other than in accordance with Section 4.

(b) The fees properly paid and the expenses reasonably incurred in respect of the Canadian Plan may be paid from the Fund, including but not restricted to:

- (i) the expenses incurred by the Trustees on behalf of the Canadian Plan or the Fund;
- (ii) custodial fees;
- (iii) the fees and disbursements of the agents of the Trustees and/or the Administrative Agent with respect to the Canadian Plan or the Fund;
- (iv) the fees and disbursements of the advisors with respect to the Canadian Plan or the Fund, including actuarial, consulting, legal and accounting; and
- (v) costs related to the investments of the Fund, including brokerage, commissions and transfer taxes, and costs related to investment counsel and investment management services;

The Trustees and/or the Administrative Agent may pay any such fees and expenses on behalf of the Canadian Plan or the Fund.

12.02 Investments

(a) The investment of the Fund shall be made in accordance with Applicable Pension Laws.

(b) The Trustees shall establish a written investment policy statement in accordance with Applicable Pension Law.

12.03 Borrowing

Neither the Trustees nor the Administrative Agent shall borrow money for the purposes of the Canadian Plan except as allowed under Applicable Pension Laws.

12.04 Claims on the Fund

No Participant or any person claiming through a Participant shall have any right to, or any interest in, any part of the Fund except to the extent specifically provided from time to time under the Canadian Plan, a funding agreement or Applicable Pension Laws, and any Participant or other person having any claim through the Participant shall have recourse solely to the Fund for payment of any benefits hereunder. Under no circumstances shall any liability attach to an

Employer, a Trustee, the Administrative Agent or custodian, or any director, officer or employee of an Employer for payment of any benefits or claims hereunder.

13. Miscellaneous Provisions

13.01 No Right of Employment

Neither the establishment of the Canadian Plan nor the making of any Employer contribution thereunder nor the creation of any fund or account thereunder nor the payment of any benefits shall be construed as giving to any Participant or any other person any legal or equitable right against the Employer unless conferred by written affirmative action of the Employer in accordance with the terms of the Canadian Plan. No Participant shall have any right to be retained in the employ of the Employer by reason of the existence of the Canadian Plan, and all Participants shall remain subject to discharge to the same extent as if the Canadian Plan had never been established.

13.02 Non-alienation of benefits

Subject to Applicable Pension Law, no benefit under the Canadian Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to 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 benefits; except as specifically provided in the Canadian Plan.

13.03 Domestic Relations Orders

(a) Subject to Applicable Pension Laws and pursuant to a written agreement, decree, order or judgment of a competent tribunal, a benefit payable under the Canadian Plan may be subject to execution, seizure or attachment in satisfaction of an order for support or maintenance or may be assigned, pledged, charged, encumbered or alienated to satisfy a division of matrimonial property.

(b) The determination of the benefit payable to a person under paragraph (a) above and of the Participant's remaining benefit entitlements shall be subject to Applicable Pension Laws.

(c) The Participant's benefit entitlements shall be reduced to account for the value of any settlement made under paragraph (a) above. Such reduction shall be determined in accordance with Applicable Pension Law.

13.04 Payment in Case of Incapacity

If any person to whom a benefit is payable is under legal disability or is, in the sole judgment of the Trustees, otherwise unable to manage his financial affairs, the Trustees may, in its discretion, direct that any payment due to such person be made to (a) such person, (b) his legal guardian or conservator, (c) a custodian for him, or (d) his Spouse or any other person, to

be expended for his benefit. The decision of the Trustees shall in each case be binding on all persons, and it shall be under no duty to see to the proper application of such payments.

13.05 Participants to Furnish Required Information

(a) Every Participant shall furnish to the Trustees such information as the Trustees considers necessary or desirable for purposes of administering the Canadian Plan. If a Participant, in his application for his retirement benefit or in response to any request by the Trustees for information, makes any statement which is erroneous, or omits any material fact, or fails before receiving his first payment to correct any information which he previously incorrectly furnished to the Trustees for its records, then the amount of his benefit shall be adjusted accordingly, if necessary, and the amount of any overpayment theretofore made to the Participant shall be deducted from his next succeeding payments as the Trustees shall direct.

(b) Every Participant and other person entitled to benefits hereunder shall file with the Trustees from time to time, in writing, his post office address and each change of post office address. Any check representing payment hereunder, and any communication addressed to a Participant or other person at his last address filed with the Trustees (or, if no such address has been filed, then at his last address as indicated on the records of an Employer), shall be binding on such person for all purposes of the Canadian Plan, and neither the Trustees nor an Employer shall be obligated to search for the location of any such person.

13.06 Commutation of Benefits

A pension payable from the Canadian Plan may be commuted and paid in a lump-sum cash payment where permitted or required by, and in accordance with Applicable Pension Law.

14. Disclosure

14.01 Plan Explanation

Within the period prescribed by Applicable Pension Laws, the Administrative Agent shall provide a written description of the Canadian Plan to each Employee who becomes eligible for membership in the Plan. Such description shall explain the terms and conditions of the Canadian Plan and amendments thereto applicable to the Eligible Employee and the rights and obligations of the Eligible Employee in respect of the Canadian Plan.

Except as otherwise permitted or required under Applicable Pension Laws, the Administrative Agent shall provide a written explanation of an amendment to each Employee affected by the amendment not later than 60 days after registration of any amendment to the Canadian Plan.

14.02 Inspection

The Administrative Agent or the Employer shall permit a Participant, or such person as is required to be permitted under Applicable Pension Laws, to inspect, or make extracts from, the Canadian Plan text and any other related documents required to be made available under

Applicable Pension Laws, at such times and places as may be required by Applicable Pension Laws.

14.03 Benefits Statement

(a) Within the period prescribed by Applicable Pension Laws, the Administrative Agent shall provide to each Participant a written statement describing the benefits the Participant has earned to date and such other information as required under Applicable Pension Laws.

(b) Upon cessation of employment of a Participant or upon termination of the Participant's active membership in the Canadian Plan, the Administrative Agent shall provide to the Participant (or the person entitled to benefits in the event of the Participant's death) within the period prescribed by Applicable Pension Laws, a written statement of the benefits and options to which the Participant is entitled.

14.04 Other Information

The Administrative Agent or the Employer shall provide such other information regarding the Canadian Plan, statistical or otherwise, as is required under Applicable Pension Laws.

14.05 Limitation

An explanation, statement or right of disclosure pursuant to Section 14 of the Canadian Plan text provided under any document shall have no effect on the rights or obligations of any person under the Canadian Plan, and shall not be referred to in interpreting or giving effect to the provisions of the Canadian Plan. Neither the Trustees, the Administrative Agent, the Employer, nor any Employee, officer or director of the Employer who is involved in the administration of the Canadian Plan shall be liable for any loss or damage claimed by any person to have been caused by any error or omission in such explanation, statement or other information.

15. Right to Alter and Terminate

15.01 Payment of Benefits

Upon the termination of the Canadian Plan, Participants shall be paid their accrued benefits in the form of cash, the purchase of annuity contracts, the transfer of monies to other pension plans or to approved registered vehicles, or the continuation of the Fund or a combination thereof, at the discretion of the Trustees and as permitted under Applicable Pension Laws and the *Income Tax Act (Canada)*.

15.02 Wind-Up Surplus

Upon the termination of the Canadian Plan, in whole or in part, any assets of the Fund (or the appropriate portion of the Fund in the case of a partial discontinuance) in excess of those required to discharge all liability for accrued benefits shall be paid to the Employer, except to the extent that Applicable Pension Laws otherwise require.

Appendix VII – Provisions Applicable to Certain Canadian Employees

CLOSED Group – January 1, 2008

This appendix describes how the Plan is modified with respect to participants who are otherwise covered under the Plan or any Appendix and who are working from a Canadian office of an Employer and reside in Canada prior to January 1, 2008 and who are not Participants in the Consolidated Retirement Fund Canadian Plan.

1. Vesting override: any Plan provision to the contrary notwithstanding, two years of Service will be required for purposes of Section 4 of the Base Plan in order to be vested.
2. 50% rule refund: any Plan provision to the contrary notwithstanding, any Participant who terminates employment with a vested benefit shall receive an additional lump sum benefit to the extent that the present value of his accrued benefit (as calculated on the minimum basis as specified under applicable law) is less than two times the value of his own contributions with interest.
3. Contribution with interest: Exhibit I to the Plan notwithstanding, the interest rate applied will be the average rate for the prior calendar year as specified under applicable law.
4. Pre-retirement death benefit override: any Plan provision to the contrary notwithstanding, the minimum benefit payable under the plan shall be a benefit equal in value to 100% of the benefit that would be applicable to the employee had he terminated employment instead, and shall be paid as a lump sum to a non-Spouse Beneficiary or as lump sum or life annuity at the election of a Spouse Beneficiary.
5. Optional forms: unless properly rejected, in no event shall a Participant be permitted to commence a benefit that does not provide, upon his death, that at least 60% of the amount the participant was receiving will continue to his Spouse for the remainder of her lifetime.

Appendix VIII – ILGWU Plan Participants

CLOSED GROUP – December 31, 2002

The provisions of this Appendix VIII apply to (i) participants in the UNITE Staff Retirement Plan, ILGWU Unit (the "ILGWU Plan") prior to December 31, 2001 and to (ii) employees hired prior to December 31, 2001 who would have been eligible to join the ILGWU Plan in the future under the terms of the ILGWU Plan as in effect on December 31, 2001. This includes employees of UNITE hired after July 1, 1995 and prior to January 1, 2003, and employees of former ILGWU affiliates hired prior to January 1, 2003. In no event shall any Participant hired after January 1, 2003 be covered by this Appendix. Employees hired after December 31, 2002 shall be covered under the Base Plan provisions. The ILGWU Plan was merged into the Plan on December 31, 2001 and all participants in the ILGWU Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix VIII, the terms of this Appendix VIII will control with respect to Participants covered by this Appendix VIII. References in this Appendix to the ILGWU Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix VIII, it is intended that the Plan and this Appendix VIII be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the ILGWU Plan as of December 31, 2001 shall not be decreased as a result of the merger of the ILGWU Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to December 31, 2001.

The following definitions shall apply for purposes of this Appendix VIII:

"Affiliated Organizations" - shall mean the General Office, joint boards, district councils, local unions and such other organizational sections of the Union as are now, or may hereafter be, established by or pursuant to the Constitution of the Union and employees of the Amalgamated Life Insurance Company who as of December 31, 2001, were participants in the ILGWU Plan.

"Credited Employment" or "Covered Employment" - shall mean, as applied to each participant, the number of years or fraction thereof for which contributions are made, or are required to be made, by or on behalf of such participants under the Plan, the ILGWU Plan or the Predecessor Plan. For the purpose of determining a participant's eligibility for a retirement benefit or the amount of such benefit, years of credited employment before any permanent break in service shall be disregarded unless, pursuant to the applicable provisions of the Plan, credit for such years is restored. If a participant's scheduled number of hours of duty in a month is less than the normally scheduled number of hours, his credited employment for that month shall be a fraction equal to the number of his scheduled hours divided by the normally scheduled number, unless such change in the normally scheduled number of hours is temporary in nature. The above notwithstanding, Participant Jean Hansen shall, commencing on January 1, 2000, be credited with three months of Credited Employment and Covered Employment for each month of Credited Employment or Covered Employment which would otherwise be credited each year to

a maximum total of 30 years. In addition, Participant Darlene Bilicik shall be credited with ten additional years of Credited and Covered Employment upon hire at October 1, 2002.

"Break in Service" - shall mean any plan year, beginning after 1975, in which an employee does not complete at least 501 hours of service. An employee who has completed less than 5 years of service and incurs a number of consecutive one-year breaks in service equal to or more than 5 years or, if longer, his number of years of service preceding such break shall incur a permanent break in service when he incurs the last of such one-year breaks in service. An employee shall also be deemed to have incurred a permanent break in service (a) upon any termination of employment before 1975 or (b) as of the end of 1975, if he was involuntarily terminated that year after completing less than 501 hours of service, or if he voluntarily terminated in that year after completing less than 1,000 hours of service.

"Salary" - shall mean, subject to the limitations of Code Section 401(a)(17), the regular weekly rate of compensation paid to a participant that:

- (a) conforms to the policies or recommendations on salaries or salary increases of the UNITE or ILGWU Convention, UNITE or ILGWU General Executive Board or UNITE or ILGWU Personnel Review Trustees; or
- (b) is paid under the terms of a collective bargaining agreement applicable to the participant. An increase based on a bona fide job change, bona fide promotion, or bona fide merit adjustment shall be included in "salary", or
- (c) with respect to an employee of Amalgamated Life Insurance Company, means total remuneration of an Employee on account of his employment with the Employer, including but not limited to salary, overtime, sick pay and the Employee's Tax Deferred Contributions and Supplemental Tax Deferred Contributions under the Savings Plan.

With respect to (a) and (b) above, bonuses, payment of overtime, reimbursement for expenses or expense allowances shall be excluded from Salary.

Effective January 1, 2011, "Salary" shall mean Salary as defined in Section 1.29 of the Base Plan except that for employees of ALICO who participate in the Plan under Appendix VIII, Salary shall have the meaning given for Compensation under Appendix II for ALICO.

"Final Average Annual Salary" - shall mean the annual average calculated based on the participant's salary during his last 104 regular weekly payrolls immediately prior to his retirement date. For any month for which he receives a fraction of a month of credited employment, because his scheduled number of hours of duty is less than the normally scheduled number of hours, his salary for this purpose shall be deemed to be his actual salary divided by such fraction. For employees of ALICO who participate in the Plan under Appendix VIII, Final Average Annual Salary shall mean the average Salary during the two-year period preceding the Participant's retirement or severance from employment.

"With Interest" - shall mean, when used in connection with the return of a participant's personal contributions made prior to May 1991, as provided under the Plan, interest at an annual rate as

declared by the Trustees, compounded annually based on the cumulative returnable personal contributions at the end of each calendar year. For 1976, the rate shall be 5%. Thereafter, at the beginning of any calendar year, the Trustees may, in its discretion, adjust the rate applicable to each year, provided that such rate is not less than the rate required by Income Tax Regulations under Section 411 of the Internal Revenue Code.

"Normal Retirement Age" - shall mean age 62.

"Predecessor Plan" - shall mean the International Ladies' Garment Workers' Union Staff Retirement Plan, as in effect on June 30, 1995.

"Predecessor Employer" - shall mean the International Ladies' Garment Workers' Union or any of its affiliates.

"Member" or "Participant" – shall mean an Employee covered by the terms of this Appendix VIII.

Where inconsistent with the terms of the Base Plan, participation and contributions shall be determined pursuant to the following sections VIII2.1-2.3:

- (a) VIII2.1 - Participation – A Participant in the Appendix VIII of the Plan on December 31, 2002 shall remain a Participant in this Appendix. There shall be no new Participants in the Appendix VIII after December 31, 2002.

The retirement dates of Participants covered by this Appendix VIII shall be in accordance with Sections VIII4.1 through VIII4.4, immediately following:

VIII4.1 - Regular Retirement Age and Service Requirements -

- (a) Any participant with 25 or more years of credited employment who has attained age 60; or
- (b) Any participant with 24 or more years of credited employment who has attained age 61; or
- (c) Any participant with 5 or more years of credited employment who has attained age 62 while in the employ of the Predecessor Employer or the Union, shall be eligible for regular retirement on the first day of the month next following his retirement birthday (or the retirement birthday itself, if that be the first day of the month), and may apply, in such form as the Trustees may prescribe, for the regular benefits provided under this Plan effective such date or any other first day of a month thereafter.

VIII4.2 - Regular Disability Retirement Benefits - Any participant with 15 or more years of credited employment who has not attained age 62 and while still in the employ of the Union is totally and permanently disabled for 6 months, shall be eligible for regular disability retirement benefits upon application therefore by or on behalf of the participant, in such form as the Trustees may prescribe. A participant shall be deemed totally and permanently disabled for

purposes of this Plan, only if the participant has received a Social Security Disability Award or the New York Union Health Center, or such medical institution or medical agency as may be designated by the Trustees, certifies that the participant is unable to perform the regular functions of his position because of a presumably permanent or indefinitely continuing disability and such disability continues thereafter as the Trustees may from time to time determine prior to the participant's 62nd birthday.

VIII4.3 - Late Retirement - Any participant who continues in the employ of the Employer after reaching his Normal Retirement Age shall not be entitled to receive retirement benefits until he actually retires. Retirement benefits for such participant shall commence on the first day of any month selected by the participant subsequent to his attainment of Normal Retirement Age but prior to his required beginning date.

Notwithstanding the foregoing, a participant who continues in the employ of the employer after his Normal Retirement Age but prior to his required beginning date shall be entitled to receive a pension with respect to any month in which he has less than 40 hours of service. Once a participant reaches his required beginning date, he shall be entitled to receive a pension without regard to his employment status.

VIII4.4 - Early Retirement - Any Participant with 15 or more years of credited employment who has attained age 55 while in the employ of the Union shall be eligible for a reduced early retirement benefit upon application therefore. Up to 10 years of Union membership immediately prior to employment with the Union can be used towards satisfying the required 15 years of credited employment. Such benefit shall be the regular retirement benefit determined pursuant to this Appendix VIII, less 3% per each full year under age 62, and fractionally for each month not part of a full year, to a maximum of 20%. This reduction shall not apply to participants who meet the requirements of Section VIII4.1(a) or (b).

VIII4.5 - Deferred Vested Retirement - A Participant who has five (5) Years of Service, but is not eligible for regular retirement under Section VIII4.1, shall have a vested right to receive a retirement benefit effective as of the earliest of the March 1 following the year in which the Participant attained his 62nd birthday or terminated his employment, whichever is later. However, in the event a Participant has ten (10) Years of Credited Employment and such Participant's termination is due to total and permanent disability as determined under Section VIII4.2, he shall receive a vested retirement benefit effective as of March 1 following the year in he was so disabled. Notwithstanding the foregoing, in no event may a Participant entitled to receive a vested retirement benefit postpone the commencement of benefits to a date later than his required beginning date. The provisions of Sections VIII5.3 and VIII5.4 shall apply to retirees who receive a vested retirement benefit under this Section VIII4.5.

The benefit of a Participant covered by this Appendix VIII shall be determined in accordance with Sections VIII5.1 through VIII5.5, immediately following:

VIII5.1 - Monthly Regular Retirement Benefits Amount - A participant who is eligible for regular retirement shall be entitled to receive an annual retirement benefit payable monthly for life, including the month in which he dies, computed by multiplying all years of credited employment by two and one-half percent (2½%) of his Final Average Annual Salary, provided

that no annual retirement benefit shall exceed a maximum of seventy-five percent (75%) of such participant's Final Average Annual Salary. For employees who were participants on July 1, 1991, the benefit shall be 104% of the computed amount. The annual benefit amount shall then be divided by twelve (12) to determine the participant's monthly retirement benefit amount.

Notwithstanding the foregoing, in the event a participant who has elected a late retirement date has not been furnished a notice required under Section 203(a)(3)(B) of ERISA, the retirement benefit determined under this Section VIII5.1 shall not be less than the actuarial equivalent of the amount that would have been paid had the participant retired on the first day of the month following the month in which he attained normal retirement age.

VIII5.2 - Time of Payment - Retirement benefits as calculated in Section VIII5.1 shall be paid to eligible participants monthly, on or about the first day of each month, but shall be deemed effective as of the first day of each such month, commencing as of the annuity starting date. In no event, unless the participant elects otherwise, shall the commencement date be later than the 60th day after the close of the plan year in which he attained age 62 or, if later, the plan year in which he terminated his covered employment, provided that no such election may postpone the commencement of benefits to a date later than the participant's required beginning date.

VIII5.3 - Termination of Benefits - Monthly retirement benefits to a retiree shall terminate:

- (a) In the month in which the retiree dies; or
- (b) With respect to any period, before normal retirement age, in which a disability retiree is determined by the Trustees to be no longer totally and permanently disabled.

VIII5.4 - Suspension of Benefits -

- (a) Monthly retirement benefits to a retiree shall be suspended except in cases of part-time or temporary reemployment approved by the Trustees effective the first day of the month following the date he again becomes an employee and shall be resumed effective the first day of the month following the date he again ceases to be an employee. However, monthly retirement benefits to a participant who has attained normal retirement age shall not be suspended for any month in which the participant is employed in credited employment for 83 hours of service or fewer per month. Notwithstanding the foregoing, commencing on a participant's required beginning date, there are no restrictions regarding employment after retirement and there shall be no suspension of benefits.
- (b) The Trustees shall notify a participant or retiree of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a description and a copy of the relevant plan provisions, reference of the applicable regulations of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension.

- (c) The monthly retirement benefit payable to a retiree who returns to credited employment shall, upon his subsequent retirement, be adjusted to reflect additional years of credited employment and the most recent final average annual salary earned during his subsequent period(s) of work in credited employment (subject to the maximums provided by the Plan). However, any benefits then payable shall be reduced by the actuarial equivalent of any benefits the participant received during his previous period(s) of retirement and prior to his normal retirement age except that in no event shall the monthly amount be less than the amount paid to him at the time he returned to credited employment.
- (d) Participants who either continue in employment past Normal Retirement Age or are reemployed for 83 hours of service or fewer per month (which is deemed to be the equivalent of less than 12 days per month) shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who work 83 hours of service or fewer per month.

VIII5.5 - Lump Sum Settlement - Except as provided in Sections VIII6.4 and VIII7.4, the Plan does not provide for a lump sum settlement of any pension payable to a retiree or Beneficiary.

VIII5.6 - Vested Retirement Age and Service Requirements - A Participant who has completed 5 Years of Service, but is not eligible for a regular retirement, shall have a vested right to receive a retirement benefit effective as of the earliest of the March 1 following the year in which the Participant attained his 62nd birthday or terminated his employment, whichever is later. .

Notwithstanding the foregoing, in no event may a Participant entitled to a vested retirement benefit postpone the commencement of benefits to a date later than his required beginning date.

The provisions of Sections VIII5.3(a) and VIII5.4 shall apply to retirees who receive a vested retirement benefit under this Section.

VIII5.7 - Monthly Vested Retirement Benefit Amount - A Participant who is eligible for vested retirement under Section VIII5.6 shall be entitled to receive an annual retirement benefit payable monthly for life, including the month in which he dies, computed by multiplying the number of years of credited employment by two and one-quarter percent (2¼%) of his Final Average Annual Salary, provided that no annual retirement benefit shall exceed a maximum of seventy-five percent (75%) of such Participant's Final Average Annual Salary. For employees who were participants on July 1, 1991, the benefit shall be 104% of the computed amount. The annual benefit amount shall then be divided by twelve (12) to determine the Participant's monthly retirement benefit amount.

Notwithstanding the foregoing, in the event a Participant who has attained Normal Retirement Age has not been furnished a notice required under Section 203(a)(3)(B) of ERISA, the retirement benefit determined under this Section VIII5.7 shall not be less than the actuarial equivalent of the amount that would have been paid had the Participant retired on the first day of the month following the month in which he attained Normal Retirement Age.

In lieu of a Participant's right to benefits and death benefits under the provisions of the Base Plan document, the immediately following provisions of Sections VIII6.1 through VIII6.8 shall apply to Participants covered by this Appendix VIII. Notwithstanding the foregoing, Section 7.2 of the Base Plan shall apply to Participants covered by this Appendix VIII.

VIII6.1 - Survivor's Benefit on Death of a Retiree - See Base Plan text – Section 7, with the following changes:

I-7.1(c) A Participant who has completed ten (10) years of credited employment and is an active Employee on the date of his death may elect from various joint annuity options in accordance with Table A. A joint annuity shall be payable to the annuitant during his life and, after his death, to his Spouse, if surviving, during her life. The amount of the monthly payments to an annuitant who has elected a joint annuity and to his Surviving Spouse, shall be computed by applying the monthly Regular Annuity to which the annuitant would otherwise have been entitled, the percentage determined in accordance with Table A, annexed hereto. If no election is made, option E will be deemed to have been elected.

I-7.3 Upon the death of a Participant (and of his Spouse, if a Qualified Joint and Survivor Annuity is in effect) after his Annuity Starting Date, his Beneficiary shall be entitled to receive a lump sum payment equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions Account as of the Annuity Starting Date exceeds one-half of the aggregate benefit payments made to the Participant and, if applicable, his Spouse.

VIII6.2 - Survivor's Benefit on Death of an Active Participant – see Section 6 of Base Plan text, with the following added to the end of Section 6.2 and replacing Section 6.3 as follows:

I-6.2

- (e) Upon the death of the Surviving Spouse, the Participant's contingent Beneficiary shall be paid a lump sum distribution equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions account as of the Annuity Starting Date exceeds one-half of the aggregate benefit payments made to the Participant and the Spouse.

Section 6.3 – replace the Base Plan document with the following:

I-6.3 The other pre-retirement Death Benefits shall be:

- (a) In the event of the death of a Participant prior to retirement who is not eligible for the Surviving Spouse benefit in Section 6.1, his Beneficiary is entitled to the amount specified in Section I-6.2(d).
- (b) Upon the death of a Participant (and of his Spouse, if a Qualified Joint and Survivor Annuity is in effect) after his Annuity Starting Date, his Spouse, if any, or Beneficiary shall be entitled to receive a lump sum payment equal to the amount, if any, by which the balance in the Participant's Accumulated

Contributions Account as of the Annuity Starting Date exceeds one-half of the aggregate benefit payments made to the Participant and, if applicable, his Spouse.

- (c) Notwithstanding any other provisions of this Section to the contrary, if payment of retirement benefits to a Participant has not commenced before his death, the entire death benefit payable hereunder shall be distributed by the December 31 coinciding with or next following the fifth anniversary of the Participant's death. However, if distribution of the survivorship benefit is to be made to a surviving Beneficiary over the life of such Beneficiary and the distribution begins by the December 31 coinciding with or next following the first anniversary of the Participant's death, benefits may be distributed over a period of longer than five years. In the event that the Participant's Spouse is his Beneficiary, the requirement that the distribution commence within one year of a Participant's death shall not apply, although the distribution must commence no later than April 1st following the calendar year in which the deceased Participant would have attained age 70½.

VIII6.3 - Eligible Survivor - A survivor for the payment of monthly survivor benefits hereunder must be designated by the Participant with spousal consent as prescribed in the Plan and on forms prescribed by the Trustees from the following only: (i) Spouse, however no benefit shall be payable to a designated Spouse who was married to a retiree or active Participant for less than one year prior to death; or (ii) unmarried children up to the December 31st of the year of their 23rd birthday. The failure to designate an eligible survivor shall be deemed to be a waiver of the survivor benefit under this Section. The survivor benefit under Section VIII6.2 will not be payable to a Spouse who is receiving a statutory joint and survivor annuity. The Participant may change his designation at any time before his retirement, but no change shall be permitted thereafter.

VIII6.4 - Survivor's Lump Sum Election - When a monthly survivor's benefit is payable under Section VIII6.2(a) as the result of the death of a Participant before actual retirement and before the Participant has met the retirement eligibility requirements, the survivor may elect to receive, instead of the monthly survivor's benefit, a lump sum settlement equal to the Participant's personal contributions to the Plan with interest.

However, if the eligible survivor electing to receive the lump sum settlement is the Participant's Spouse and the actuarial present value of the statutory joint and survivor annuity is greater than the amount of the lump sum settlement, then the amount of the lump sum settlement will be increased so that the total amount of the lump sum settlement is equal to the Actuarial Equivalent of the statutory joint and survivor annuity.

VIII6.5 - Termination of Survivor's Benefits - The monthly survivor's benefit payable to a designated eligible surviving Spouse under this Section shall be payable monthly for her life and shall terminate on her death. If, on the Spouse's death, there are any unmarried children of the Participant under age 23, the monthly survivor's benefit shall continue to be paid to such children until the last child reaches age 23. Monthly survivor's benefit payable to designated surviving unmarried children under age 23 shall terminate December 31 of the year of the 23rd birthday, or on the marriage or death of any such child, whichever sooner occurs, and such portion of the benefit shall be added to the benefit of any unmarried surviving child under age 23. In no event

shall any survivor receive more than a single survivor's benefit hereunder. In cases where more than one survivor's benefit may be due, the survivor shall be eligible to receive only the single highest survivor benefit payable hereunder.

VIII6.6 - At Retirement - A Participant who was an employee after 1975, and is married on the date as of which his retirement benefit has become effective, and who either had less than 10 years of credited employment or failed to designate an eligible survivor under the Plan, shall receive his retirement benefit in an adjusted amount which is the Actuarial Equivalent of a single-life annuity, payable in the form of a joint and survivor annuity with 50% of such reduced amount payable to his surviving spouse for life, unless he has filed with the Trustees a written notice rejecting such joint and survivor annuity, with appropriate spousal consent.

Subject to the requirements of spousal consent, a Participant may reject the statutory joint and survivor annuity (or revoke a previous rejection) at any time during the Election Period. The Election Period shall be the period not more than 90 days prior to the annuity starting date or less than 30 days after the Participant is provided a general description or explanation of the statutory joint and survivor annuity, the circumstances under which it will be provided unless the Participant elects not to have benefits provided in that form, the availability of such election, a general explanation of any other available optional form of payment and the relative financial effect on a Participant's pension of such election, the availability of additional information and how such additional information can be obtained. If a Participant requests additional information on or before the last day of the election period, such election period shall be extended to include at least 7 calendar days immediately following the date on which the additional information requested is personally delivered or mailed to the Participant. However, any rejection of the statutory joint and survivor annuity which is dated more than 90 days before the Participant's annuity starting date shall be deemed invalid. For notices given in plan years beginning after December 31, 2006, such notification shall also include a description of how much larger benefits will be if the commencement of distributions is deferred.

VIII6.8 - Adjustment of Pension Amount - When a statutory joint and survivor annuity becomes effective, the amount of the participant's monthly pension shall be reduced in accordance with the following factors to be multiplied by the benefit payable under the normal form:

Regular Retirement - 93% plus .3% for each year that the Beneficiary's age is greater than the participant's or minus .3% for each year that the Beneficiary's age is less than the participant's age with a maximum factor of 99%. (For example: participant is age 65 and Spouse is age 62; factor = 92.1%).

Disability Retirement - 79% plus .4% for each year that the Beneficiary's age is greater than the participant's age or minus .4% for each year that the Beneficiary's age is less than the participant's age with a maximum factor of 99%.

These factors are not in any respect to be deemed a vested right of any participant nor part of his accrued benefit and is subject to change by the Trustees for future annuities or elections as may be permitted by law.

In lieu of any other rules regarding a participant's personal contributions, the following provisions of Sections VIII7.1 through VIII7.3 shall apply to participants covered by the terms of this Appendix VIII:

VIII7.1 - Termination of Covered Employment - If a participant terminates employment before he has become eligible for a retirement benefit, or earned a vested right to a deferred retirement benefit, his total personal contributions shall be returned to him with interest. A terminated participant who has earned a vested right to a deferred retirement benefit shall have the option to request within 6 months after his termination of employment a return of his personal contributions with interest and to receive a deferred retirement benefit based only on the contributions of the UNITE and the Predecessor Employer instead of a full deferred retirement benefit based on the joint contributions of the participant and the Union and the Predecessor Employer. The deferred retirement benefit derived from the Union and Predecessor Employer contributions shall be the excess, if any, of:

- (a) the full deferred benefit provided under the Plan as of age 62, over
- (b) the accrued benefit derived from participant's personal contributions as of age 62.

For this purpose, the accrued benefit from participant's contributions as of age 62 is an amount equal to the participant's total personal contributions expressed as an annual benefit commencing at age 62 (in the form of a single life annuity), using the following the assumptions from Appendix I.

If a Participant resumes employment, he shall have the right to repay the amount returned with interest and, upon such repayment, credit for those years of credited employment earned prior to such termination of employment shall be restored. The right of repayment described in the preceding sentence shall not apply to (1) in the case of a withdrawal on account of a separation from service, before the earlier of five years after the first date on which the Participant is later reemployed by the Employer, or (2) in the case of any other withdrawal, before five years have passed since the withdrawal.

VIII7.2 - Death Without Eligible Survivors - If, on the death of a Participant, no benefits are payable to a survivor or to his Spouse, the deceased's personal contributions less all retirement benefits paid, if any, shall be returned with interest to his designated Beneficiary or, if none, to his estate.

VIII7.3 - Remaining Personal Contributions - If all retirement and survivor or joint and survivor benefits terminate before the Participant's personal contributions have been exhausted, the balance of such contributions shall be returned, with interest, calculated up to the date of retirement, to his designated Beneficiary or, if none, to the Participant's estate. Effective as of January 1, 2003, only 50% of retirement and survivor or joint and survivor benefits paid shall be taken into account for purposes of this benefit.

VIII7.4 - Cash-out of Accrued Benefit and Retirement Benefit. Effective as of January 1, 2002, the ILGWU Plan shall make a lump sum distribution of the Actuarial Equivalent of the Vested Accrued Benefit derived from Employer and/or Employee Contributions of a terminated or retired Participant, provided that the amount of such lump sum distribution is not in excess of

\$5,000 at the time of distribution. Such distribution may be made only on account of termination of participation in the ILGWU Plan. The ILGWU Plan may make immediate distribution of such benefit to a Participant without such Participant's consent. No distribution may be made under this section after the Annuity Starting Date. This Section is deleted effective as of March 28, 2005.

Appendix IX – Mid-Atlantic Plan Participants

CLOSED GROUP – January 1, 2002

The provisions of this Appendix IX apply to (i) participants in the Mid-Atlantic Regional Staff Retirement Plan, (the "Mid-Atlantic Plan") prior to December 31, 2001 and to (ii) employees hired prior to December 31, 2001 who would have been eligible to join the Mid-Atlantic Plan in the future under the terms of the Mid-Atlantic Plan as in effect on December 31, 2001. The Mid-Atlantic Plan was merged into the Plan on December 31, 2001 and all participants in the Mid-Atlantic Plan became Participants in the Plan. Employees of the Employer hired during 2002 shall be covered under Appendix I (ACTWU). Employees of the Employer hired after 2002 shall be covered under the Base Plan provisions. In the event of any conflict between the terms of the Plan and the terms of this Appendix IX, the terms of this Appendix IX will control with respect to Participants covered by this Appendix IX. References in this Appendix to the Mid-Atlantic Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix IX, it is intended that the Plan and this Appendix IX be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Mid-Atlantic Plan as of December 31, 2001 shall not be decreased as a result of the merger of the Mid-Atlantic Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to December 31, 2001.

The following definitions shall apply for purposes of this Appendix IX:

"Accumulated Contributions" shall mean the aggregate of a Participant's Contributions, as made under the Mid-Atlantic Plan in accordance with Section IX3.2, together with credited interest pursuant to Section IX5.8.

"Average Compensation" shall mean the gross monthly Compensation received by the Participant averaged over the 24 consecutive month period which produces the highest monthly average prior to the earliest of retirement, termination of employment, or cessation of all Employee contributions under the Mid-Atlantic Plan.

"Compensation" shall mean the gross monthly salary of the Participant including but not limited to payment for overtime, and any other emoluments. Effective January 1, 2011, Compensation shall not include severance pay.

"Early Retirement Date" shall mean in the case of each Participant the first day of the month on or following the date he attains his 55th birthday and completes 10 Years of Service but before his Normal Retirement Date.

"Employer" shall mean the Mid-Atlantic Regional Board, UNITE, and/or participating Locals of the Joint Board and any predecessor employer. Effective September 1, 1996, Employer also includes the former Pennsylvania Joint Board, UNITE. Employer also includes any other

employer required to be aggregated with such Employer under Code Sections 414(b), (c), (m) or (o).

"Former Plan" shall mean the Pennsylvania Joint Board Staff Retirement Plan as in effect on August 31, 1996.

"Normal Retirement Date" shall mean the first day of the month coincident with or next following the Participant's Normal Retirement Age which is the earlier of

- (a) the later of the Participant's 65th birthday or the fifth anniversary of the date the Participant commenced participation in the Mid-Atlantic Plan; or
- (b) the later of the date the Participant attains his 62nd birthday and completes 10 Years of Service.

"Union" shall mean Mid-Atlantic Regional Joint Board, UNITE.

"UNITE Affiliate" shall mean a local union or joint board affiliated with UNITE, including The Amalgamated Bank of New York, The Amalgamated Life Insurance Company, Inc., the Amalgamated Insurance Fund, or any other fund which is created or exists for the benefit of the Union of Needletrades, Industrial and Textile Employees, its members or any corporation, the majority of stock of which is held by or for the benefit of the Union of Needletrades, Industrial and Textile Employees, its members or local union or joint board affiliated with UNITE.

"Year of Credited Service" for purposes of determining a Participant's Accrued Benefit shall mean

- (a) for service prior to January 1, 1976, continuous and uninterrupted service shall be credited as in accordance with the provisions of the Mid-Atlantic Plan in effect prior to such date during which the Employee was a Participant in the Mid-Atlantic Plan and made the required contributions; plus
- (b) for service on or after January 1, 1976, each "full year" the Employee is a Participant and makes the required contributions commencing with an Employee's first day of employment in which he completes an Hour of Service. For purposes of this section "full year" means the number of years, counting six months or more of a fractional year as a full year and less than six months of a fractional year as zero years.

However, in the event a Participant does not complete a "full year" of service, a Year of Credited Service shall be credited if the Participant completes at least 1000 Hours of Service during the 12-month period commencing with an Employee's first day of employment in which he completes an Hour of Service with the Employer and anniversaries of such date.

Former participants of the Scranton-Wilkes Barre Joint Board Severance Pay Program, a predecessor plan, who are employed by the Employer as of January 1, 1985 and are Participants on January 1, 1985, shall receive one-half Year of Credited Service for each year of credited

service in the Scranton-Wilkes Barre Joint Board Severance Pay Program, that was earned before January 1, 1980.

Years of Credited Service for Participants of the former Pennsylvania Joint Board Staff Retirement Plan (Former Plan) as of September 1, 1996, the effective date of its merger into this Mid-Atlantic Plan, shall include all service earned under the provisions of the Former Plan.

"Year of Service" for purposes of determining a Participant's eligibility for benefits under the Mid-Atlantic Plan shall mean service as provided in the definition of Year of Credited Service except service prior to January 1, 1976 shall mean the number of "full years" as an Employee of the Employer which were continuous and without interruption and shall not be limited to years the Employer was a Participant in the Mid-Atlantic Plan. Years of Service shall not include Years of Service prior to a break in Service except as otherwise provided in the Mid-Atlantic Plan or in the Plan.

Years of Service with any corporation, trade or business which is a member of a controlled group of corporations or under common control (as defined by Sections 414(a) and 414(c) of the Code), or is a member of an affiliated service group (as defined by Section 414(m) of the Code) or is an entity required to be aggregated pursuant to Regulations under Code Section 414(o) shall be recognized for vesting and eligibility for benefits, but only during the period such corporation, trade, or business, as applicable, is under common control with Employer or in a controlled group of corporations with Employer.

Where inconsistent with the terms of the Base Plan, contributions shall be determined pursuant to the following Sections IX3.2 and IX3.3:

Section IX3.2 Employee Contributions. A Participant is required to make contributions equal to 5% of his Compensation to be eligible for a Benefit in accordance with Section IX5.1. Each such Participant shall authorize the Employer, in writing, to deduct from his salary the percentage thereof so payable. The failure of an Employee to authorize the deduction in writing shall be deemed a waiver of participation.

Contributions required by a Participant pursuant to this Section shall be made as long as such Participant remains an Employee and shall be considered Accumulated Contributions.

Section IX3.3 Voluntary Contributions.

- (a) Each Participant may elect, effective January 1, 1994, to voluntarily contribute an additional portion of his Compensation while a Participant under this Mid-Atlantic Plan. Such contributions shall be paid to the Trustee within a reasonable period of time but in no event later than 90 days after the receipt of the contributions. The balance in each Participant's Voluntary Contribution Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

- (b) The Trustees shall maintain a separate Participant's Voluntary Contribution Account for Participant's Voluntary Contributions made pursuant to this Section. The Account will be valued at fair market value as of the last day of each Plan Year, or more frequently as decided by the Trustee. On such valuation date, the earnings and losses of the Plan attributable to Voluntary Contributions of all Participants will be allocated to each Participant's Voluntary Contributions Account in the ratio that such Account balance bears to all such Account Balances.
- (c) Employee contributions made pursuant to this Section shall be considered as a separate defined contribution plan for the purposes of applying the limitations of Code Section 415.

The eligibility for retirement benefits of Participants covered by this Appendix IX shall be in accordance with Sections IX4.1 through IX4.6, immediately following:

Section IX4.1 Normal Retirement Benefit. A Participant who has retired from all employment with the Employer on or after attaining the Normal Retirement Age shall have a non-forfeitable right to receive a Normal Retirement Benefit.

Section IX4.2 Late Retirement Benefit. A Participant upon reaching his Normal Retirement Date may continue in the employ of the Employer. Upon retirement he shall have a non-forfeitable right to receive a Late Retirement Benefit.

Section IX4.3 Early Retirement Benefit. A Participant who retires from all employment with the Employer after attaining the age of fifty-five (55) and after completing ten (10) Years of Service shall have a non-forfeitable right to receive an Early Retirement Benefit.

Section IX4.4 Disability Retirement Benefit. A Participant whose employment terminates as a result of having become totally and permanently disabled after completing five (5) Years of Service and who satisfies the Trustees as to his Permanent and Total Disability upon certification by a physician selected by the Trustees shall be eligible to receive a Disability Retirement Benefit.

Section IX4.5 Deferred Vested Retirement Benefit. A Participant who is not otherwise entitled to receive a Benefit hereunder but whose employment ceases after he has completed five (5) or more Years of Credited Service shall have a non-forfeitable right to receive a Deferred Vested Retirement Benefit.

Section IX4.6 Nonvested Retirement Benefit. A Participant who is not otherwise entitled to receive a Benefit hereunder and whose employment ceases prior to completing five (5) Years of Credited Service shall be entitled to his Accumulated Contributions. The benefit attributable to Employer contributions shall be forfeited upon termination of employment.

The amount and payment of retirement benefits of Participants covered by this Appendix IX shall be determined in accordance with Sections IX5.1 through IX5.11, immediately following:

Section IX5.1 Normal Retirement Benefit. A Participant who is eligible for a Normal Retirement Benefit in accordance with Section IX4.1 shall receive a monthly benefit equal to 2.5% multiplied by the Participant's Average Compensation multiplied by his Years of Credited Service.

In no event shall a Participant's Accrued Benefit exceed 75% of Annual Average Compensation.

Normal Retirement Benefit payments shall commence on the Normal Retirement Date and shall be paid monthly for life unless a Qualified Joint and Survivor Annuity is in effect.

Section IX5.2 Late Retirement Benefit. A Participant who is eligible for a Late Retirement Benefit in accordance with Section IX4.2 shall receive a monthly benefit equal to the Accrued Benefit.

Late Retirement Benefit payments shall commence on the first day of the month coincident with or next following his Late Retirement Date and shall be paid monthly for life unless a Qualified Joint and Survivor Annuity is in effect.

Section IX5.3 Early Retirement Benefit. A Participant who is eligible for an Early Retirement Benefit in accordance with Section IX4.3 shall receive a monthly benefit equal to the Accrued Benefit.

Early Retirement Benefit payments shall commence on the Normal Retirement Date and shall be paid monthly for life unless a Qualified Joint and Survivor Annuity is in effect.

In lieu of the Early Retirement Benefit payments commencing on the Normal Retirement Date, such payments may commence on the first day of any month following early retirement and prior to the Normal Retirement Date in an amount equal to the Early Retirement Benefit that would otherwise be paid commencing on the Normal Retirement Date reduced by 2% for each year and fractions thereof by which the Annuity Starting Date of the Early Retirement Benefit precedes such Participant's Normal Retirement Date and shall be paid monthly for life unless a Qualified Joint and Survivor Annuity is in effect.

Section IX5.4 Disability Retirement Benefit. A Participant who is eligible for a Disability Retirement Benefit in accordance with Section IX4.4 shall receive a monthly benefit equal to the Accrued Benefit.

Such Disability Retirement Benefit shall be paid monthly for life unless a Qualified Joint and Survivor Annuity is in effect.

Section IX5.5 Deferred Vested Retirement Benefit. A Participant who is eligible for a Deferred Vested Retirement Benefit in accordance with Section IX4.5 shall receive a monthly benefit equal to the Accrued Benefit. Benefit payments shall commence on the Normal Retirement Date and shall be paid monthly for life unless a Qualified Joint and Survivor Annuity is in effect.

In lieu thereof, a Deferred Vested Participant who satisfies the Years of Service requirement for Early Retirement but who terminated employment with the Employer before the attainment of age 55 may upon the attainment of age 55 elect to receive his monthly Retirement Benefit

commencing on the first day of any month following the attainment of age 55 and prior to his Normal Retirement Date reduced by 6% for each year and fractions thereof by which the Annuity Starting Date precedes such Participant's Normal Retirement Date.

Section IX5.6 Nonvested Retirement Benefit. A Participant who is eligible for a Nonvested Retirement Benefit in accordance with Section IX4.6 shall receive a monthly benefit equal to the Accrued Benefit attributable to his Accumulated Contributions as determined pursuant to Section IX5.8 if he has not elected to receive his Accumulated Contributions in a lump sum payment pursuant to Section IX5.8.

Such Nonvested Retirement Benefit shall be paid monthly for life unless a Qualified Joint and Survivor Annuity is in effect.

Section IX5.7 Cash-out of Accrued Benefit and Retirement Benefit. The Mid-Atlantic Plan shall make a lump sum distribution of the Actuarial Equivalent of the Vested Accrued Benefit derived from Employer and/or Employee Contributions of a terminated or retired Participant, provided that the amount of such lump sum distribution is not in excess of \$5,000 at the time of distribution. Such distribution may be made only on account of termination of participation in the Mid-Atlantic Plan. The Mid-Atlantic Plan may make immediate distribution of such benefit to a Participant without such Participant's consent. No distribution may be made under this section after the Annuity Starting Date. This Section is deleted effective as of March 28, 2005.

Section IX5.8 Withdrawal of Employee Contributions. A Participant whose employment relationship with the Employer has terminated may elect to receive a lump sum payment of his Accumulated Contributions. In such case, the benefit to which he would be entitled under this Section shall be reduced by the accrued benefit attributable to his Accumulated Contributions. The accrued benefit attributable to his Accumulated Contributions as of any applicable date is the amount equal to his Accumulated Contributions expressed as an annual benefit commencing at Normal Retirement Age, using an interest rate which would be used under the Mid-Atlantic Plan under Code Section 417(e)(3) (as of the determination date). The Accumulated Contributions shall be the total of:

- (a) Participant's Employee contributions;
- (b) interest (if any) on such contributions, computed at the rate as follows for Plan Years prior to January 1976:

1965 – 1971	2% per annum, compounded annually
1971 – 1975	4% per annum, compounded annually
- (c) interest on the sum of (a) and (b) above compounded annually at the rate of 5 percent per annum from the beginning of the Plan Year to which Code Section 411(a)(2) applies (January 1, 1976) or the date the Participant began participation in the Mid-Atlantic Plan, whichever is later, to December 31, 1987 or the date on which the Participant would attain Normal Retirement Age, if earlier; and

- (d) interest on the sum of (a), (b) and (c) above compounded annually:
 - (i) at the rate of 120 percent of the federal mid-term rate (as in effect under Code Section 1274 for the first month of a Plan Year) from January 1, 1988 or the date the Participant began participation in the Mid-Atlantic Plan, whichever is later, and ending with the date on which the determination is being made, and
 - (ii) at the interest rate used under the Mid-Atlantic Plan pursuant to Code Section 417(e)(3) (as of the determination date) for the period beginning with the determination date and ending on the date on which the Participant would attain Normal Retirement Age.

Withdrawal of Accumulated Contributions under this Section IX5.8 shall be made subject to the procedures in Section Eight of the Base Plan.

Section IX5.9 Reemployment of Former Participant. If a former Participant again becomes a Participant, such renewed participation shall not result in duplication of benefits. Accordingly, if he has received or was deemed to have received a distribution of a Vested Accrued Benefit under the Mid-Atlantic Plan by reason of prior participation (and such distribution has not been repaid to the Mid-Atlantic Plan with interest within a period of the earlier of 5 years after the first date on which the Participant is subsequently reemployed by the Employer or the close of the first period of 5 consecutive one-year Breaks in Service commencing after the distribution), his Normal Retirement Benefit and Accrued Benefit shall be reduced by the Actuarial Equivalent (at the date of distribution) of the present value of the Accrued Benefit as of the date of distribution. Any repayment by a Participant shall be equal to the total of:

- (a) the amount of the distribution,
- (b) interest on such distribution compounded annually at the rate of 5 percent per annum from the date of distribution to the date of repayment or to the last day of the first Plan Year ending on or after December 31, 1987, if earlier, and
- (c) interest on the sum of (a) and (b) above compounded annually at the rate of 120 percent of the federal mid-term rate (as in effect under Code Section 1274 for the first month of a Plan Year) from the beginning of the first Plan Year beginning after December 31, 1987 or the date of distribution, whichever is later, to the date of repayment.

Section IX5.10 Withdrawal of Voluntary Contributions. At Normal Retirement Date, or such other date when a Participant shall be entitled to receive benefits, the Voluntary Contribution Account shall be used to provide an additional benefit to the Participant. A Participant may elect to receive a lump sum payment of his Voluntary Contribution Account in accordance with the election procedures in Section Eight of the Base Plan. Should the Participant die before he is entitled to receive payment of his Voluntary Contribution Account, his Beneficiary may elect to receive a lump sum payment of the Account.

Section IX5.11 Additional Lump Sum Benefit at Retirement. A Participant who retires from active employment under Section IX4.1, IX4.2 or IX4.3 on or after January 1, 1999 shall receive at retirement an additional lump sum benefit equal to \$1,000 for each Year of Credited Service earned after January 1, 1998.

The following provisions apply to Participants covered by this Appendix and supersede the provisions in Section Four of the Base Plan with respect to such Participants, to the extent these provisions are inconsistent with those provisions.

Section IX6.1 Qualified Joint and Survivor Annuity. In addition to Section 7.1(e) of the Base Plan, the following provisions shall apply:

- (a) If a Participant is married on his Annuity Starting Date, his benefit shall be paid in the form of a Qualified Joint and Survivor Annuity. Under the Qualified Joint and Survivor Annuity, the Retirement Benefit payable to the retired Participant shall be reduced by 15% and shall be paid to the retired Participant for his lifetime; and at his death, his Eligible Surviving Spouse shall be entitled to 50% of such reduced Retirement Benefit. However, for each year the retired Participant's birthday exceeds his Eligible Surviving Spouse's birthday by 5 years, the Benefit payable to his Surviving Spouse shall be multiplied by a percentage equal to (i) 100% minus (ii) $\frac{1}{2}\%$ for each year his birthday exceeds his Eligible Surviving Spouse's by 5 years. The survivor annuity shall commence on the first day of the month following the date of the retired Participant's death and shall continue during the lifetime of the Eligible Surviving Spouse.
- (b) A married Participant may elect not to take the Qualified Joint and Survivor Annuity during an election period which shall be the 90 day period ending on his Annuity Starting Date. Any election to waive the Qualified Joint and Survivor Annuity must be made by the Participant, in writing during the election period and be consented to by the Participant's Eligible Surviving Spouse. Such election shall designate a Beneficiary (or a form of benefit) that may not be changed without spousal consent (unless the consent of the Spouse expressly permits designation by the Participant without the requirements of further consent by the Spouse). Such Spouse's consent shall be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a notary public. Such consent shall not be required if it is established to the satisfaction of the Trustees that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or other circumstances that may be prescribed by Treasury regulations. The election made by the Participant and consented to by his Spouse may be revoked by the Participant in writing without the consent of the Spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this Section IX6.1. A former spouse's waiver shall not be binding on a new spouse.

- (c) With regard to the election, the Trustees shall provide the Participant, no less than 30 days and no more than 90 days before the Annuity Starting Date (and consistent with Treasury regulations), a written explanation of:
 - (i) the terms and conditions of the Qualified Joint and Survivor Annuity;
 - (ii) the Participant's right to make an election to waive the Qualified Joint and Survivor Annuity;
 - (iii) the right of the Participant's Spouse to consent to any election to waive the Qualified Joint and Survivor Annuity;
 - (iv) the right of the Participant to revoke such election, and the effect of such revocation; and
 - (v) the relative values of the various optional forms of benefit under the Plan.

Notwithstanding the foregoing, however, a Participant (or his spouse, if applicable) may commence distribution earlier than the expiration of the 90 day period described above, if the applicable election period to waive the Qualified Joint and Survivor Annuity shall not end before the 30th day after the date of which such explanation is provided. Moreover, a Participant may elect (with any applicable spousal consent) to waive the requirement that the written explanation be provided at least 30 days before the Annuity Starting Date if the distribution commences more than 7 days after such explanation is provided. For notices given in plan years beginning after December 31, 2006, such notification shall also include a description of how much larger benefits will be if the commencement of distributions is deferred.

- (d) "Eligible Surviving Spouse" means the Spouse of a Participant who was legally married to such Participant throughout the one year period ending on the earlier of the Participant's Annuity Starting Date or the date of death of the Participant. However, if a Participant marries within one year before the Annuity Starting Date and the Participant and the Participant's Spouse have been married for at least a one year period ending on or before the date of the Participant's death, the Spouse shall be treated as an Eligible Surviving Spouse as of the Annuity Starting Date.
- (e) An official marriage certificate and birth certificate of the Participant and his Spouse and/or other documentation must be submitted to the Trustees showing evidence of the legal marriage and ages of the Participant and his Spouse.
- (f) Upon the death of a Participant who has no Eligible Surviving Spouse, no Qualified Joint and Survivor Annuity shall be payable under this Section IX6.1.
- (g) If a Participant's Spouse dies before the Participant's Annuity Starting Date, his election of the Qualified Joint and Survivor Annuity shall automatically be revoked.

Section IX6.2 Single Life Annuity. If a Participant is not married on his Annuity Starting Date, or if he elected not to provide the Qualified Joint and Survivor Annuity for his Spouse, in accordance with Section IX6.1(b), he shall receive his monthly benefit in the form of a Single Life Annuity, payable for his life and terminating upon his death.

Section IX6.3 Pre-Retirement Death Benefit.

- (a) A married Participant or married former Participant who is entitled to a Vested Accrued Benefit and who dies prior to Retirement shall be deemed automatically to have elected a Pre-Retirement Surviving Spouse Annuity. If the Participant dies after attaining the earliest retirement age, such Pre-Retirement Surviving Spouse Annuity shall provide a lifetime monthly pension benefit for the Participant's Eligible Surviving Spouse as defined in Section IX6.1(d) equal to the amount the Spouse would have been entitled to receive under the Qualified Joint and Survivor Annuity if the Participant had retired on the day immediately preceding his death and shall commence on the first day of the month coincident with or next following his date of death.

If the Participant dies prior to attaining the earliest retirement age, his Eligible Surviving Spouse shall be entitled to a lifetime monthly benefit equal to the amount that would have been payable under the Qualified Joint and Survivor Annuity if the Participant had terminated employment on the day of his death, survived to his earliest retirement age, retired with an immediate Qualified Joint and Survivor Annuity and died on the day on which such Participant would have attained his earliest retirement age. Such Pre-Retirement Surviving Spouse Annuity shall commence on the first day of the month in which the Participant would have attained his earliest retirement age unless the Surviving Spouse elects a later date. Benefits commencing after the earliest retirement age will be the Actuarial Equivalent of the benefit to which the Eligible Surviving Spouse would have been entitled if benefits had commenced at the earliest retirement age.

The earliest retirement age, as used in this Section IX6.3, shall be defined as the earliest age at which a Participant could separate from service and immediately receive a Retirement Benefit.

- (b) If the Actuarial Equivalent of the Pre-Retirement Surviving Spouse Annuity is \$5,000 or less, the Trustees shall direct the immediate distribution of such amount to the Participant's Eligible Surviving Spouse. No distribution may be made under this preceding sentence after the Annuity Starting Date unless the Spouse consents in writing. If the value of the Actuarial Equivalent is in excess of \$5,000, payment may not be made without the consent of the Participant's Eligible Surviving Spouse, with such consent obtained in the manner described in Section IX6.1(b).
- (c) In the event the Participant is not married as of the date of death, or if he is married, but dies before attaining eligibility for a vested benefit, his designated Beneficiary shall be entitled to receive a lump sum death benefit equal to his

Accumulated Contributions and Voluntary Contribution Account. The designated Beneficiary of a married Participant shall be the spouse, unless such spouse consents in writing to an alternate designation and the terms of such consent acknowledge the effect of such alternate designation and the consent is witnessed by a representative of the Plan or by a notary public. If a Beneficiary has not been designated, the amount shall be paid to (i) the surviving spouse, or (ii) if none, then to the surviving children in equal shares, or (iii) if none, to his estate.

- (d) In addition to the Pre-Retirement Death Benefit described in Section IX6.3(a) and (c), an active Participant who dies on or after January 1, 1999 shall be entitled to an additional lump sum death benefit equal to 100% of his annual salary in effect as of the date of his death, up to a maximum of \$35,000.

Appendix X – California Plan Participants

CLOSED GROUP – December 31, 2002

The provisions of this Appendix X apply to (i) participants in the Staff Retirement Plan of the California Joint Board Amalgamated Clothing and Textile Workers Union, (the "California Plan") prior to December 31, 2001 and to (ii) employees hired prior to December 31, 2001 who would have been eligible to join the California Plan in the future under the terms of the California Plan as in effect on December 31, 2001. Employees of the Employer hired during 2002 shall be covered under Appendix I (ACTWU). Employees of the Employer hired after 2002 shall be covered under the Base Plan provisions. The California Plan was merged into the Plan on December 31, 2001 and all participants in the California Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix X, the terms of this Appendix X will control with respect to Participants covered by this Appendix X. References in this Appendix to the California Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix X, it is intended that the Plan and this Appendix X be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the California Plan as of December 31, 2001 shall not be decreased as a result of the merger of the California Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to December 31, 2001.

The following definitions shall apply for purposes of this Appendix X:

"Accumulated Contributions" shall mean the aggregate of a Participant's contributions, as made in accordance with Section X6.1, together with Credited Interest.

"Amalgamated" means Amalgamated Clothing and Textile Workers Union.

"Amalgamated Affiliate" means a local union or joint board affiliated with Amalgamated, The Amalgamated Bank of New York, The Amalgamated Life Insurance Company, Inc., The Amalgamated Insurance Fund, or any other fund which is created or exists for the benefit of Amalgamated Clothing and Textile Workers Union, its members or any corporation the majority of stock of which is held by or for the benefit of Amalgamated Clothing and Textile Workers Union, its members or a local union or joint board affiliated with Amalgamated. Amalgamated Affiliate shall also mean any other entity which is related to the Employer as a member of a controlled group of corporations in accordance with Section 414(b) of the Code or as a trade or business under common control in accordance with Section 414(c) of the Code, any organization which is part of an affiliated service group in accordance with Section 414(m) of the Code, or any entity required to be aggregated with the Employer in accordance with Section 414(o) of the Code and the regulations there under.

"Average Salary" shall mean the average Salary rate received by a Participant during the two-year period immediately preceding the date upon which he/she becomes an Annuitant or during the ten-year period immediately preceding such date, whichever average amount is the greater.

"California Plan" means the Staff Retirement California Plan of the California Joint Board Amalgamated Clothing and Textile Workers Union, as amended from time to time. "Prior California Plan" means the Staff Retirement Plan of the California Joint Board which was in effect on December 31, 1975.

"Credited Interest" means interest computed at such rate per annum on the Accumulated Contributions, compounded annually, as the Trustees may determine from time to time, and as specified in Exhibit I of the Base Plan as in effect on the appropriate date.

"Employer" means the California Joint Board Amalgamated Clothing and Textile Workers Union.

"Old Law Accumulated Contributions" shall mean the same as Accumulated Contributions except that Credited Interest shall be 5% per year, compounded annually, for 1988 and later.

"Salary" with respect to any Participant means basic compensation paid by the Employer for a calendar year. Amounts contributed under this California Plan and any nontaxable fringe benefits provided by the Employer shall not be considered as Salary. In addition, Salary shall not include salary reduction contributions made on behalf of the Participant to a Code Section 401(k), 125, 401(h) or 403(b) plan maintained by the Employer. Effective January 1, 2011, Salary shall not include severance pay.

"Union" means the Joint Board and/or participating Locals of the California Joint Board.

Service of Participants covered by this Appendix X shall be determined in accordance with Sections X3.1 through X3.5, immediately following:

X3.1 In accordance with this Section X3.1, a Participant's period of Service for vesting shall be the sum of (a) and (b) as follows:

- (a) A Participant's vesting in benefits under the California Plan prior to January 1, 1989 shall be determined in accordance with the terms of the California Plan prior to January 1, 1989.
- (b) On or after January 1, 1989, a Participant's vesting in benefits shall be determined by his/her period of Service.

Service means the aggregate of all periods of an Eligible Employee's employment from his/her date of hire with the Employer or an Amalgamated Affiliate, whether or not consecutive, and counting as a complete month any month in which an Eligible Employee is paid, or entitled to payment, for the performance of duties. Service shall also include (i) a period of up to 12 months of absence from employment for any reason other than because of resignation, retirement, death or discharge, (ii) the period from the date the Employee resigns, retires or is discharged to the date of his/her reemployment, if

he/she returns to employment with the Employer or any member of such Employer's Group within 12 months of such resignation, retirement or discharge, and (iii) in the case of an Employee who is absent from employment by reason of a maternity or paternity absence beyond the first anniversary of the date such absence began, the period that is the earlier of (a) the second anniversary of the beginning of such absence or (b) the date such maternity or paternity absence ceased.

A Year of Service is each 12 month period of Service.

Any period of Service for which a Participant voluntarily declines to make required contributions while a Participant in the California Plan shall be disregarded for the purpose of determining a Year of Service. Years of Service, however, with any member of an Amalgamated Affiliate shall be recognized for purposes of vesting in benefits.

Years of Service may be disregarded upon application of Section X3.3.

- X3.2 The amount of the benefit payable to or on behalf of a Participant shall be determined on the basis of his/her Credited Service. Credited Service shall mean a Participant's period of employment with the Employer from his/her date of hire. A person's period of employment shall be computed in years and months, with each calendar month in which the Participant is credited with at least one Hour of Service counting as one-twelfth of a year.

Any period of service for which a Participant does not make required contributions shall be disregarded for purposes of determining Credited Service. An individual who was a Staff Member of the Union prior to January 1, 1968 shall be given credit for all such years of Credited Service, notwithstanding the preceding sentence.

Periods of Credited Service may be disregarded upon application of Section X3.3.

- X3.3 For a former Participant who previously satisfied the requirements for vested benefits, and who again is employed, his/her pre-break Service and Credited Service shall be restored as of his/her reemployment date in determining his/her rights and benefits under the California Plan. A former Participant who previously received any distribution of his/her benefits under the California Plan shall be permitted to repay such distribution upon rehire to the extent permitted by law.

For a former Participant who, at the time of a Break in Service, as defined in Section X3.4, had not fulfilled the requirements for vested benefits, and who again is employed, years of Service and Credited Service before the Break in Service shall be restored as of his/her reemployment date if the number of consecutive one year Breaks in Service was less than the greater of: (i) five, or (ii) the aggregate number of years of Service before the Break in Service.

- X3.4 Break in Service means a period of at least 12 consecutive months beginning on the Eligible Employee's Severance Date during which the Eligible Employee did not perform any duties for the Employer. Severance Date means the earlier of: (i) the date of the Eligible Employee's quit, discharge or retirement, or (ii) the first anniversary of the first

day of absence from employment for any reason other than quit, discharge or retirement. Solely for purposes of determining whether a Break in Service has occurred, effective for Plan Years beginning on or after January 1, 1985, the Severance Date of an Eligible Employee who is absent from employment beyond such first anniversary date by reason of a maternity or paternity absence described in the next sentence is the second anniversary of the first day of such absence. A maternity or paternity absence means an absence by reason of the pregnancy of the Eligible Employee, the birth of a child of the Eligible Employee, the placement of the child with the Eligible Employee in connection with the adoption of the child by the Eligible Employee, or for purposes of caring for the child for a period beginning immediately after such birth or placement.

A Participant shall not incur a Break in Service because of an absence from work that is approved or authorized by the Employer as a leave of absence. A leave of absence shall mean an Eligible Employee's absence from employment with the Employer by reason of service in the armed forces of the United States, jury duty, sick or disability leave, or any other approved absence under uniform rules uniformly applied, provided that the Eligible Employee returns to the employment of the Employer on or before the expiration of his/her leave or while his/her reemployment rights are protected by applicable federal law.

- X3.5 If a Participant receiving or entitled to receive benefits under the California Plan is reemployed by the Employer, any benefit payments then being made to him/her shall be suspended during the period of such reemployment for each calendar month prior to age 70½ (or the date specified in accordance with Section 401(a)(9) of the Code, if later) in which he/she works more than 83 hours. Participants who are reemployed for 83 hours or fewer per month shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who work 83 hours or fewer per month. On the Participant's subsequent termination of employment, the amount of his/her benefit shall be redetermined in accordance with the provisions of the California Plan as then in effect. For such purpose, his/her Credited Service as of the date of his/her original termination shall be added to the Credited Service, if any, earned during the period of reemployment. The amount of benefit payable on his/her subsequent termination of employment shall be reduced by an amount which is the Actuarial Equivalent of any benefits previously paid to him/her under the California Plan. Notwithstanding the foregoing, in no event shall the amount of benefit payable to a Participant on his/her subsequent termination of employment be less than the amount of benefit (under the same form of payment) which he/she was receiving, or entitled to receive, as of the date preceding his/her reemployment.

Suspension of benefits shall be made in accordance with Department of Labor Regulation Section 2530.203-3 with regard to: (1) notifying a Participant that his/her benefits are suspended, (2) responding to a Participant's request for a specific determination as to whether his/her employment will result in a suspension of benefits, (3) resumption of payments, and (4) permissible offsets to resumed benefits in the case of benefits previously paid when such benefits should have been suspended.

For purposes of suspending benefits, a Participant who continues his/her employment with the Employer beyond his/her Normal Retirement Date shall be subject to the notification requirements in this Section X3.5 and shall not be eligible to receive benefits unless he/she works 83 hours or less in a calendar month. Participants who continue employment with the Employer beyond his/her Normal Retirement Date for 83 hours or fewer per month (which is deemed to be the equivalent of less than 12 days per month) shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who work 83 hours or fewer per month.

The following special provisions regarding eligibility for retirement apply to Participants subject to the terms of this Appendix, in lieu of the provisions of the Base Plan document dealing with the same matters.

X4.1 Each Participant who retires from employment on or after his Normal Retirement Date shall receive a Regular Benefit as determined in Section X5.1. Each Participant, upon attainment of his Normal Retirement Age shall have a nonforfeitable right in his Accrued Benefit.

X4.2 Each Participant may elect to retire from employment as a Staff Member prior to his Normal Retirement Date if he has attained the age of 60 and completed 10 Years of Service.

In the event of retirement pursuant to this Section X4.2, a Participant shall receive a benefit determined in accordance with Section X5.2.

X4.3 If a Participant continues his employment beyond the Participant's Normal Retirement Date, the Participant shall be able to retire at any time thereafter and shall be eligible for a Late Retirement Benefit in accordance with Section X5.3.

X4.4 A Participant who has completed at least 10 Years of Service, at any age and who suffers a physical or mental disability while he is employed by the Employer which, in the opinion of the Social Security Administration, is permanent and prevents him from performing his duties shall be retired on the first day of the month that the Social Security Administration starts making payment to the Participant on the basis of total and permanent disability and thereupon continue to receive a benefit determined in accordance with the provisions of Section X5.1.

The amount of the regular annuities of Participants covered by the terms of this Appendix shall be determined in accordance with the following Sections X5.1 through X5.6.

X5.1 The annual amount of Regular Annuity subject to the provisions of Section X5.3, payable to a Participant retiring in accordance with Section X4.1 or 4.4 and commencing at retirement, shall be equal to 2.5% of his/her Average Salary multiplied by his/her Credited Service. In no event may the amount exceed 75% of such Participant's Average Salary.

X5.2 Section X5.1 notwithstanding, in no event shall the annual Regular Annuity be less than the Actuarial Equivalent of the Participant's Accumulated Contributions (assuming they are left in the California Plan).

X5.3 If a Participant retires under Section X4.2 of the California Plan, the amount of Regular Benefit to which he/she is entitled, commencing at his/her Normal Retirement Date, is determined pursuant to the formula in Section X5.1.

At the Participant's request a benefit may become payable on any date between his/her retirement date and his/her Normal Retirement Date. Such reduced benefit shall be the Regular benefit determined pursuant to Section X5.1 multiplied by a percentage equal to (a) 100% minus (b) .5% multiplied by the number of months that the benefit commencement precedes his/her Normal Retirement Date.

X5.4 Section X5.3 notwithstanding, in no event shall the annual Regular Annuity be less than the Actuarial Equivalent of the Participant's Accumulated Contributions (assuming they are left in the California Plan).

X5.5 If a Participant's employment with the Employer continues after his/her Normal Retirement Date, the amount of his/her Accrued Benefit shall be the benefit determined in accordance with Section X5.1 on the basis of his/her Credited Service and his/her Average Salary as of his/her date of termination of employment. Any payments received from the Plan or the California Plan by an active Participant shall offset on an Actuarial Equivalent basis the benefit determined under this Section X5.3, such benefit to be redetermined at periodic intervals to reflect additional accruals due to active participation; however, in no event shall a Participant's redetermined benefit be less than the benefit which he/she was receiving immediately prior to the redetermination.

X5.6 If any person entitled to benefits under this California Plan shall be entitled to benefits under any benefit plan of any Amalgamated Affiliate by reason of the Union's contribution to that plan on behalf of the Participant, and that plan does not provide for a deduction of benefits payable under this California Plan, the benefits under this California Plan, which are not attributable to Employee contributions, shall be reduced to the extent that an Employee does not receive a combined benefit that would exceed the benefits permitted under this California Plan.

The following special provisions set forth in Sections X6.1 and X6.2 relate to Employee contributions apply to Participants covered by the terms of this Appendix.

X6.1 (a) A Participant shall make contributions to the Fund in an amount equal to 6.0% of his/her Salary. Each such Participant shall authorize the Union to deduct from his/her Salary the percentage thereof so payable and to pay the same to the Fund. Prior to October 30, 1983, the failure of a Participant to authorize the deduction in writing shall be deemed a waiver of participation.

(b) An Accumulated Contributions Account shall be maintained for each Participant and shall be credited with his/her aggregate contribution together with Credited Interest.

- (c) A Participant's Accrued Benefit derived from his/her Accumulated Contributions shall be determined by converting, on an Actuarial Equivalent basis, the balance in his/her Accumulated Contributions Account as of the date of distribution or his/her Accumulated Contributions Account (or his/her Annuity Starting Date, if earlier) into a life annuity benefit at his/her Normal Retirement Date (or as of his/her Annuity Starting Date, if later). The Participant's Accrued Benefit derived from Employer contributions shall be the excess, if any, of his/her Accrued Benefit over his/her Accrued Benefit derived from his/her Accumulated Contributions.

6.2 Contributions by a Participant shall be made as long as such Participant remains in active employment as an Eligible Employee. The above notwithstanding, effective January 1, 2007, employee contributions are neither required nor permitted.

The following special provisions relating to deferred vested benefits are applicable to Participants covered by the terms of this Appendix and are set forth in Sections X7.1 through X7.4.

- X7.1 If a Participant's employment relationship with the Union terminates for any reason such that he/she ceases to be a Participant in the California Plan, before he/she is eligible for normal retirement or early retirement in accordance with Sections X4.1 or X4.2 and before he/she has completed five Years of Service, as determined in accordance with Section X3.1, he/she shall be entitled to his/her Accumulated Contributions, if any, payable as otherwise set forth in the Plan or in this Appendix, to commence at age 65 and determined pursuant to the provisions of Section 411(c)(2) of the Internal Revenue Code. Such benefit shall be fully vested and subject to the terms and conditions of Section X7.3.
- X7.2 If a Participant's employment relationship with the Union terminates for any reason such that he/she ceases to be a Participant in the California Plan, before he/she is eligible for normal retirement or early retirement in accordance with Sections X4.1 or X4.2, but after he/she has completed five Years of Service, as determined in accordance with Section X3.1, he/she shall be entitled to an annuity commencing at his/her Normal Retirement Date based on his/her Accrued Benefit determined pursuant to Section X5.1 as of his/her date of termination.
- X7.3 A Participant who is entitled to a vested annuity in accordance with Section X7.2 may elect, by filing a written application with the Trustees, to commence receiving a reduced annuity on the first day of any month after he/she has reached the age of 60 provided he/she has at least 10 years of Service. Such reduced annuity shall be the annuity determined pursuant to Section X5.1 multiplied by a percentage equal to 100% minus 6% a year for each full year that the date of commencement precedes Normal Retirement Date.
- X7.4 If a Participant receives a lump sum payment of his/her Accumulated Contributions at his/her termination date, pursuant to Section X7.5, then upon a subsequent re-employment date prior to his/her Annuity Starting Date he/she shall be permitted to repay the Accumulated Contributions previously withdrawn with Credited Interest to the date

of repayment. Such repayment shall have the effect of restoring the annuity, or portion thereof, previously forfeited because of the previous withdrawal of his/her Accumulated Contributions.

X7.5 A Participant who is entitled to benefits under Section X7.2 may elect to receive a lump sum payment of his/her Accumulated Contributions, referred to hereinafter as a "refund", in lieu of the Qualified Joint and Survivor Annuity form of benefit. On the date as of which such refund is paid (hereinafter referred to as the "refund date"), the benefit to which he/she would otherwise be entitled under this Appendix shall be reduced by the Actuarial Equivalent of the Participant's Accumulated Contributions.

The following special provisions shall apply to the Qualified Pre-Retirement Survivor Annuity payable with respect to a Participant covered by this Appendix.

The amount of the Qualified Pre-Retirement Survivor Annuity is:

- (1) If the Participant's death occurs on or after the date on which the Participant attains age 60, survivor annuity payments shall commence on the Participant's Normal Retirement Date and shall be made to the Participant's Surviving Spouse for the then remaining lifetime of the Surviving Spouse. The Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as of the first day of any month after the Participant's death but prior to his/her Normal Retirement Date, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his/her death, elected to commence receiving his/her benefit in the form of a Qualified Joint and Survivor Annuity, and died on the next day.
 - (i) if the Participant meets the requirements of Section X4.2 at date of death then the survivor annuity payment shall equal 42.5% of the amount of pension which would have been payable to the Participant under the provisions of Section X5.2 if the Participant had retired on the day before death and pension payments had then commenced, multiplied by the percentage in (3) below if the Participant's age last birthday exceeds his/her Spouse's age last birthday by more than 5 years.
 - (ii) If the Participant does not meet the requirements of Section X4.2 at date of death then the survivor annuity payment shall equal 42.5% of the amount of pension payable to the Participant under the provisions of Section X7.3, assuming pension payments commence at date of death, multiplied by the percentage in (3) below if the Participant's age last birthday exceeds his/her Spouse's age last birthday by more than 5 years.
- (2) If the Participant's death occurs before the Participant attains age 60, survivor annuity payments shall commence on the Participant's Normal Retirement Date and shall be made to the Surviving Spouse of the Participant for the then remaining lifetime of the Surviving Spouse in an amount equal to 42.5% of the

amount of benefit which the Participant had accrued at the date of death in accordance with the formula in Section X5.1 multiplied by the percentage in (3) below if the Participant's age last birthday exceeds his/her Spouse's age last birthday by more than 5 years. The Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as of the first day of any month after both the Participant's death and the date on which he/she would have attained age 60 if he/she had lived, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his/her death, elected to commence receiving his/her benefit under a Qualified Joint and Survivor Annuity, and died on the next day.

- (3) Percentage equals (i) 100% minus (ii) $\frac{1}{2}\%$ multiplied by the number of years by which such difference in ages between Participant and Spouse exceeds 5 years.
- (4) Upon the death of the Surviving Spouse, the Participant's contingent Beneficiary shall be paid a lump sum distribution equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions Account as of the Annuity Starting Date exceeds the aggregate benefit payments made to the spouse.

In addition to the provisions of Section 7.1 of the Base Plan, which shall continue to apply after January 1, 2015, and Section 7.2(b) of the Base Plan, the following special provisions shall apply to forms of benefit payable at retirement to a Participant covered by this Appendix.

- (a) Life Annuity: The normal form of payment for a single Participant is a benefit payable for his or her lifetime, with no further payments beyond the month of his or her death.
- (b) Qualified Joint and Survivor Annuity. In addition to Section 7.1(e) of the Base Plan, the following provisions shall apply:
 - (1) The normal form of payment for a married Participant is a Qualified Joint and Survivor Annuity which shall be 90% times the amount payable as a Life Annuity. This percentage shall be increased by .50% for each whole year (not to exceed 5) by which the Participant is younger than age 62. This percentage shall be decreased by .50% for each whole year (not to exceed 10) by which the Spouse is younger than the Participant increased by .50% for each whole year (not to exceed 10) by which the Spouse is older than the Participant.
 - (2) Notwithstanding paragraph (1), no benefit shall be payable to a Participant's Spouse under this Section unless the Participant and his or her Spouse were legally married throughout the 12-month period ending on the date of the Participant's death. If the Participant and his or her Spouse were not legally married for at least 12 months before the Annuity Starting Date, the normal form of payment nevertheless shall be a Qualified Joint and Survivor Annuity, however, if the Participant dies

within 12 months after the date of his or her marriage, the form of payment shall revert to a Life Annuity and no benefit shall be payable to the Participant's Spouse.

- (3) An election not to take the Qualified Joint and Survivor Annuity shall be made on an appropriate election form filed with the Trustees no more than 90 days, and not less than 30 days, before the Annuity Starting Date, as specified by the Trustees. Such an election shall be effective only if accompanied by the written consent of the Participant's Spouse, witnessed by a member of the Trustees or a notary public, acknowledging the effect of the designation and the specific non-spouse beneficiary, including any class of beneficiaries or any contingent beneficiary. Any consent of a Participant's Spouse shall be valid only with respect to that Spouse and shall be irrevocable as to that Spouse. Any such election may be revoked in writing by the Participant without spousal consent at any time before the Annuity Starting Date. After such election is revoked, another such election may be made at any time before the Annuity Starting Date; however, any new election will require a new spousal consent. Spousal consent shall not be required if it can be established to the satisfaction of the Trustees that the required consent cannot be obtained because there is no spouse, the spouse cannot be located, or there are other circumstances for which regulations do not require such consent.
- (4) Payments under the Qualified Joint and Survivor Annuity shall begin on the Annuity Starting Date and shall end with the payment due as of the first day of the month in which occurs the death of the last person entitled to payments under the annuity.

Notwithstanding any provision of the Plan to the contrary, the Trustees shall specify that the Actuarial Equivalent value of any benefit (derived from both Employer and Employee contributions) payable hereunder be paid in a lump sum, provided that if such Actuarial Equivalent value is in excess of \$5,000, payment may not be made without the Participant's consent prior to age 65 and, if the Participant is married, such payment may not be made without the consent of the Participant's Spouse. This paragraph is deleted effective as of March 28, 2005.

Any Participant who terminates employment and is not vested shall be deemed to have received a distribution of the present value of his/her vested Accrued Benefit equal to zero.

Appendix XI – OCME Plan Participants

CLOSED GROUP – January 1, 2003

The provisions of this Appendix XI apply to participants in the UNITE Office, Clerical and Miscellaneous Employees Retirement Plan, ILGWU Unit (the "OCME Plan") prior to December 31, 2001. The OCME Plan was merged into the Plan on December 31, 2001 and all participants in the OCME Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix XI, the terms of this Appendix XI will control with respect to Participants covered by this Appendix XI. References in this Appendix to the OCME Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XI, it is intended that the Plan and this Appendix XI be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the OCME Plan as of December 31, 2001 shall not be decreased as a result of the merger of the OCME Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to December 31, 2001.

Section 5.6 of the Base Plan shall not apply to Participants covered under this Appendix and Participants covered under this Appendix may also be covered for some of the same service earned after January 1, 1974 under Appendix VIII (ILGWU Participants). Consequently, in applying the limits of Section 9.1 of the Base Plan, the benefits of a Participant under all other retirement plans sponsored by the Company shall be taken into consideration, except for multiemployer plans.

The following definitions shall apply for purposes of this Appendix XI:

"Employee" means any person employed by the Union prior to January 1, 1974, in an office, clerical or miscellaneous job category covered by any collective bargaining agreement with the Union, whether or not such person is actually covered by such a collective bargaining agreement. The term "Employee" includes a Leased Employee, who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Plan.

"Union" means the International Ladies' Garment Workers' Union and any successor union and its local unions, joint boards, district councils, departments, regions and subordinate organizations in the United States of America.

For purposes of this Appendix XI, the following special rule shall apply to participation in the OCME Plan:

Each Employee on the Union payroll as of December 31, 1973 who at that time was not a Participant in the Plan now known as UNITE Staff Retirement Plan, ILGWU Unit and was not covered under any other Union financed retirement program, shall be deemed a Participant of the OCME Plan as of the date she became an Employee or after January 1, 1944, whichever is later.

Any person who became an Employee after January 1, 1974 shall not be eligible to become a Participant and is not covered by this OCME Plan.

The following rules concerning eligibility for, computation of, and commencement of, both regular pension benefits and disability pension benefits, shall apply to all Participants covered by the terms of this Appendix XI:

Eligibility Requirements

- (a) **20 Year Regular Pension Benefit.** A Participant shall be eligible for a 20 year Regular Pension Benefit if she meets all of the following requirements as of her Benefit Commencement Date:
 - (1) she has attained age 62 while still in the employ of the Union; and
 - (2) as of the prior December 31st she has completed and maintained at least 20 Years of Service; and
 - (3) as of the prior December 31st she has completed and maintained at least 5 Years of Service during the 7 Plan Years immediately preceding.
- (b) **20 Year Disability Pension Benefit.** A Participant shall be eligible for a 20 Year Disability Pension Benefit if she meets all of the following requirements as of her Benefit Commencement Date:
 - (1) she becomes Totally and Permanently Disabled while still in the employ of the Union; and
 - (2) she remains Totally and Permanently Disabled for at least 6 months; and
 - (3) as of the prior December 31st she has completed and maintained at least 20 Years of Service; and
 - (4) as of the prior December 31st she has completed and maintained at least 5 Years of Service during the 7 Plan Years immediately preceding.

A Retiree receiving a 20 Year Disability Pension Benefit may be required to submit to a physical examination or otherwise establish the continuation of Total and Permanent Disability as often as may be required by the Trustees, but not after the Retiree has reached the age of 65.

Benefit Amount

- (a) 20 Year Regular Pension Benefit A Participant whose application for a 20 year Regular Pension Benefit has been approved in accordance with the provisions of this Appendix XI shall be entitled to receive the following monthly pension benefit based upon the age she attained as of her Benefit Commencement Date:
- (1)

at age 65 or older	\$100.00 per month
at age 64 but before age 65	93.00 per month
at age 63 but before age 64	86.00 per month
at age 62 but before age 63	80.00 per month
 - (2) For Retirees not receiving benefits from the UNITE Staff Retirement Plan, ILGWU Unit, the following monthly benefit schedule shall apply effective as of July 1, 1980:

at age 65 or older	\$112.50 per month
at age 64 but before age 65	105.00 per month
at age 63 but before age 64	97.50 per month
at age 62 but before age 63	90.00 per month
 - (3) The provisions of paragraph (1) above shall not apply to Participants who are Employees of the St. Louis Joint Board or its successors, or the Central States Regional Office, if such Participants are covered by a collective bargaining agreement with the Office and Professional Employees International Union. Such Participants shall receive a benefit of \$60.00 per month at age 65 and older, which amount shall be actuarially reduced for early retirement at or after Early Retirement Age but before age 65.
- (b) 20 Year Disability Pension Benefit A Participant whose application for a 20 Year Disability Pension Benefit has been approved in accordance with the provisions of this Appendix XI shall be entitled to receive the following monthly benefit:
- (1) at any age, \$100 per month.
 - (2) for those disability Retirees not receiving benefits from the UNITE Staff Retirement Plan, ILGWU Unit, the monthly benefit shall be \$112.50 per month.
 - (3) the provisions of paragraph (1) above shall not apply to Participants who are Employees of the St. Louis Joint Board or its successors, of the Central States Regional Office, if such Participants are covered by a Collective

Bargaining Agreement with the Office and Professional Employees International Union. Such Participants shall receive a benefit of \$60.00 per month.

- (c) The benefit amounts listed above are subject to reduction if the Qualified Joint and Survivor Annuity is elected or not rejected. Also, the benefits payable under this Appendix, when combined with the benefits payable under Appendix VIII (ILGWU Participants) to Participants covered under both Appendices, shall not exceed the benefit calculated under Appendix VIII, aggregating all service for this purpose.

Benefit Commencement Date.

- (a) The Benefit Commencement Date for a Participant eligible for a 20 Year Regular Pension Benefit shall be the first day of any month following her 62nd birthday (or on the 62nd birthday itself, if that is the first day of the month) provided she files an application therefore in such form as the Trustees may prescribe, and stops working for the Union by such Benefit Commencement Date.
- (b) The Benefit Commencement Date for a Participant eligible for a 20 Year Disability Pension Benefit shall be the first day of the month following the date she becomes eligible for such pension benefit provided an application is filed therefore by or on behalf of such Participant in such form as may be prescribed by the Trustees.

The following rules concerning eligibility for, computation of, and commencement of, deferred vested pension benefits, shall apply to all Participants covered by the terms of this Appendix XI:

Eligibility Requirements. Effective January 1, 1976, a Participant shall be eligible for a vested pension benefit if she meets all of the following requirements as of the December 31st prior to her Benefit Commencement Date:

- (a) she has attained age 62; and
- (b) she has completed and maintained at least 10 (5, effective January 1, 1997) Years of Service; and
- (c) she has completed and maintained at least 3 Years of Service after December 31, 1970.

Deferred Benefit. A Participant who terminates her employment with the Union after she has satisfied the service requirements listed above but before she has satisfied the age requirement, shall have a deferred right to a vested pension benefit.

Benefit Amount

- (a) A Participant whose application for a vested pension benefit has been approved in accordance with the provisions of this Appendix shall be entitled to receive the following monthly benefit based upon the age she has attained as of the December 31st prior to her Benefit Commencement Date:
- | | | |
|-----|-----------------------------|---|
| (1) | At age 65 or older | \$3.00 times the number of her Years of Service up to a maximum of \$100.00 |
| | At age 64 but before age 65 | \$2.80 times the number of her Years of Service up to a maximum of \$93.00 |
| | At age 63 but before age 64 | \$2.60 times the number of Years of Service up to a maximum of \$86.00 |
| | At age 62 but before age 63 | \$2.40 times the number of Years of Service up to a maximum of \$80.00 |
- (2) For those vested Retirees not receiving a benefit from the UNITE Staff Retirement Plan, ILGWU Unit, the following monthly pension benefit schedule shall apply effective as of July 1, 1980:
- | | | |
|--|-----------------------------|---|
| | At age 65 or older | \$3.38 times the number of her Years of Service up to a maximum of \$112.50 |
| | At age 64 but before age 65 | \$3.15 times the number of her Years of Service up to a maximum of \$105.00 |
| | At age 63 but before age 64 | \$2.93 times the number of Years of Service up to a maximum of \$97.50 |
| | At age 62 but before age 63 | \$2.70 times the number of Years of Service up to a maximum of \$90.00 |
- (3) The benefit amounts contained in paragraph (1) above shall not apply to Participants who are Employees of the St. Louis Joint Board or its successors, or the Central States Regional Office, if such Participants are covered by a collective bargaining agreement with the Office and Professional Employees International Union. Such a Participant shall be entitled to receive the following monthly benefit based on the age she has attained as for the December 31 prior to her Benefit Commencement Date:

At age 65 or older	\$1.80 times the number of her Years of Service up to a maximum of \$60.00
At age 64 but before age 65	\$1.68 times the number of her Years of Service up to a maximum of \$56.00
At age 63 but before age 64	\$1.56 times the number of Years of Service up to a maximum of \$52.00
At age 62 but before age 63	\$1.44 times the number of Years of Service up to a maximum of \$48.00

- (b) The benefit amounts listed in Section 4.3(a)(1) and (2) are subject to reduction if the Qualified Joint and Survivor Annuity is elected or not rejected. Also, the benefits payable under this Appendix, when combined with the benefits payable under Appendix VIII (ILGWU Participants) to Participants covered under both Appendices, shall not exceed the benefit calculated under Appendix VIII, aggregating all service for this purpose.

Benefit Commencement Date

- (a) The Benefit Commencement Date for Participants eligible for a vested pension benefit shall be the March 1st following the end of any Plan Year in which the Participant satisfied all the requirements for a vested pension or terminated her employment with the Union, whichever is later, provided she files an application therefore in such form as the Trustees may prescribe. In no event, unless the Participant elects otherwise, shall her Benefit Commencement Date be later than the March 1st following the Plan Year in which she satisfied all the requirements for a vested pension, attained age 65, or terminated her employment with the Union, whichever is later.
- (b) Notwithstanding the provisions of Section (a) above, the Benefit Commencement Date for a Participant whose application for a Vested Pension Benefit has been approved in accordance with the provisions of this Appendix and whose termination of employment with the Union is due to layoff, shall be the first day of the month following her termination of employment with the Union.

In addition to Sections 7.1(e) and 7.2(b) of the Base Plan, the following rules apply to the payment of regular and survivor benefits for Participants covered by this Appendix.

The Qualified Joint and Survivor Annuity provides a life annuity for the Participant plus a life annuity for her surviving Spouse starting in the month after the death of the Participant and is equal to the Actuarial Equivalent of a single-life annuity, which is the optional form of benefit. When a Qualified Joint and Survivor Annuity is in effect, the monthly amount of the Participant's pension is reduced as provided below from the full amount otherwise payable. The

monthly amount to be paid to the surviving Spouse is one-half the monthly amount paid or due to the Participant.

These provisions apply only to a Participant who was an Employee after 1975, and to a pension benefit, the effective date of which is on or after January 1, 1976.

After Retirement

- (a) All pension benefits shall be paid in the form of a Qualified Joint and Survivor Annuity, unless the Participant has filed with the Plan a timely written rejection of the Qualified Joint and Survivor Annuity, with the Spouse's consent. When a Qualified Joint and Survivor Annuity is in effect, the Participant's surviving Spouse will be eligible for her life annuity benefit the month following the Participant's death. The Participant will be furnished with an explanation of the relative financial effect the Qualified Joint and Survivor Annuity will have on her pension. For notices given in plan years beginning after December 31, 2006, such notification shall also include a description of how much larger benefits will be if the commencement of distributions is deferred.
- (b) A Participant may reject the Qualified Joint and Survivor Annuity (or revoke a previous rejection) in writing, with the Spouse's consent, at any time not less than 30 days nor greater than 90 days before the Benefit Commencement Date.

After Separation From Service But Before Retirement

A Participant who separates from the employ of the Union after becoming vested but before her Benefit Commencement Date, shall be entitled to a Qualified Pre-Retirement Survivor Annuity. A Qualified Pre-Retirement Survivor Annuity is a pension which provides for a monthly benefit payment to the surviving Spouse for the Participant's lifetime in an amount equal to the amount of benefit which the surviving Spouse would have received had the participant retired on the day before she dies with a Qualified Joint and Survivor Annuity being payable to the Participant.

The surviving Spouse may direct the commencement of payments under the Qualified Pre-Retirement Survivor Annuity no later than the month in which the Participant would have attained the earliest retirement age under the Plan.

If a Participant dies before reaching Normal Retirement Age, any Qualified Pre-Retirement Survivor Annuity with respect to that Participant shall be paid starting as of no later than the first day of the month following the day the Participant would have reached Normal Retirement Age.

If a Participant dies on or after Normal Retirement Age, any Qualified Pre-Retirement Survivor Annuity with respect to that Participant shall be paid starting as of the first day of the month following the Participant's death.

Subject to the provisions of this Appendix and the Plan regarding lump sum settlements, the Qualified Pre-Retirement Survivor Annuity shall be payable to the surviving Spouse as a single-life annuity unless another form of payment has been properly elected.

If for any reason payments have not already begun as prescribed in this Subsection, payment of the Qualified Pre-Retirement Survivor Annuity must start no later than December 1 of the calendar year in which the Participant would have reached age 70½ or, if later, December 1 of the calendar year following the year of the Participant's death. If the Trustees confirm the identify and whereabouts of a surviving Spouse who has not applied for benefits by that time, payments to that surviving Spouse in the form of a single-life annuity (subject to the provisions of this Appendix and the Plan regarding lump sum settlements) will begin automatically as of that date.

During Active Service

Unless rejected in writing, with spousal consent, and timely filed with the Retirement Trustees, a Participant who is in the employ of the Union and who has become vested shall be deemed to have elected the Qualified Joint and Survivor Annuity payable to the Participant's Spouse starting in the month following the Participant's death, but not before the first Benefit Commencement Date which is applicable to the Participant and occurs after her death.

When a Qualified Joint and Survivor Annuity becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with the following factors to be multiplied by the benefit payable under the normal form:

Regular Retirement

93% plus .3% for each year that the Beneficiary's age is greater than the Employee's age or minus .3% for each year that the Beneficiary's age is less than the Employee's age with a maximum factor of 99%. (For example, Employee is age 65 and Spouse is age 62; factor is 92.1%).

Disability Retirement

79% plus .4% for each year that the Beneficiary's age is greater than the Employee's age or minus .4% for each year that the Beneficiary's age is less than the Employee's age with a maximum factor of 99%.

A Qualified Joint and Survivor Annuity shall not be effective under the following circumstances:

- (a) The Participant and Spouse were not married to each other when pension benefit payments began.
- (b) The Participant and Spouse were married to each other for less than a year before the Participant died.
- (c) The Spouse died before the Participant's pension benefit began or before the Participant's death.
- (d) The Participant and the Spouse were divorced from each other before the Participant's pension benefit began.

The Trustees shall be entitled to rely on a written representation last filed by the Participant before the Benefit Commencement Date of her pension benefit as to whether she is married. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of a Participant in contradiction to the aforementioned representation of the Participant.

Lump Sum Settlement

The Trustees may provide for payment of an appropriate lump sum on termination of participation in the OCME Plan in full settlement of any vested pension benefit or annuity payable to a Participant, Retiree or Beneficiary if the Actuarial Equivalent of such Accrued Benefit does not exceed \$5,000, and, with the consent of the Retiree or Beneficiary, in such greater amounts as may be determined by the Trustees and permitted by law. The amount of the lump sum payment shall be determined using the Applicable Interest Rate and the Applicable Mortality Table. In no event, however, will a lump sum payment be made before the Participant's Benefit Commencement Date. This paragraph is deleted effective as of March 28, 2005.

Notwithstanding the preceding paragraph or any provision of this Appendix or the Plan to the contrary, upon termination of employment with the Union of a Participant who has no vested Accrued Benefit from the Plan, the Participant will be deemed to have received a distribution of her entire vested interest in her Accrued Benefit which shall be equal to zero.

Appendix XII – Amalgamated Bank Plan Participants

The provisions of this Appendix XII apply to (i) participants in the Employee Retirement Plan of Amalgamated Bank and Subsidiaries (the "Amalgamated Bank Plan") prior to July 1, 2002 and to (ii) employees hired on or after July 1, 2002 who meet the definition of Employee in this Appendix XII. The Amalgamated Bank Plan was merged into the Plan on July 1, 2002 and all participants in the Amalgamated Bank Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix XII, the terms of this Appendix XII will control with respect to Participants covered by this Appendix XII. References in this Appendix to the Amalgamated Bank Plan or to the Plan shall be deemed to refer to the provisions of this Appendix as well.

Notwithstanding anything to the contrary in the Plan or in this Appendix XII, it is intended that the Plan and this Appendix XII be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Amalgamated Bank Plan as of July 1, 2002 shall not be decreased as a result of the merger of the Amalgamated Bank Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to July 1, 2002.

The following definitions shall apply for purposes of this Appendix XII:

"Average Monthly Salary" means the sum of the highest Salary received by an Employee in 60 consecutive calendar months during the 120 months preceding his termination of employment, divided by 60. If the Employee receives a Salary for fewer than 60 months, the Average Monthly Salary shall be the total Salary received divided by the number of months for which such Salary was received.

"Bank" means The Amalgamated Bank.

"Employee" means any person employed by the Employer, including an Officer of the Employer and a Leased Employee, whether or not he is also a Director. Any person acting only as a Director shall not be considered an Employee.

However, "Employee" shall exclude any individual retained by an Employer to perform services for such Employer (for either a definite or indefinite duration) and is characterized thereby as a fee-for-service worker or independent contractor or in a similar capacity (rather than in the capacity of an employee), regardless of such individual's status under common law, including, without limitation, any such individual who is or has been determined by a third party, including, without limitation, a government agency or board or court or arbitrator, to be an employee of an Employer for any purpose, including, without limitation, for purposes of any employee benefit plan of an Employer (including this Plan) or for purposes of federal, state or local tax withholding, employment tax or employment law.

"Employer" means The Amalgamated Bank and Subsidiaries.

"Normal Retirement Age" means the later of age 65 or the age of the Participant on the fifth anniversary of his participation. Participation before a Permanent Break in Service shall not be counted. An Employee who is not vested incurs a Permanent Break in Service if the number of consecutive Breaks in Service equals or exceeds the number of Years of Vesting Service with which he has been credited, provided, however, that a Participant will not incur a Permanent Break in Service unless the number of consecutive Breaks in Service is greater than five.

"Pensioner" means a person to whom a pension is being paid under this Plan or to whom a pension would be paid but for time for administrative processing.

"Salary" or "Compensation" means the amount received from the Employer by an Employee as regular compensation (base pay) for services, and shall not include any commissions, severance pay, bonus, overtime pay, premium pay, expenses, pension, retirement allowance or any other payment of like or different nature, or retainer or fee, under contract for special services or otherwise. The limitations found in the Base Plan document under the definition of Salary shall apply to the definition of Salary or Compensation herein.

"Year of Service" means each 12 consecutive month period commencing on an Employee's date of employment or reemployment, or anniversary of such date of employment or reemployment, throughout which said Employee remains employed by the Employer, pursuant to the rules of Treas. Regulation Section 1.410(a)(7). Fractional Years shall be granted for each month during which an Employee completed Hours of Service as 1/12 of a year for each such month. For vesting purposes, a Participant shall be credited with one Year of Vesting Service as described in Sections XII5.1 through XII5.3 of this Appendix. Notwithstanding the foregoing, no credit will be granted for union Bank Participants for the period from August 1, 2011 through July 31, 2014. Notwithstanding the foregoing, no credit will be granted for non-union Bank Participants for the period from July 1, 2011 through July 31, 2014.

Where inconsistent with the terms of the Base Plan, participation shall be determined pursuant to the following Sections XII2.2 through XII2.4:

XII2.2 PARTICIPATION

An Employee shall become a Participant in the Plan on the earliest January 1 or July 1 following the completion of a 12 consecutive month period during which he completed at least 1,000 Hours of Service and attains age 21. The first 12 consecutive month period for an Employee shall begin on the first date that the Employee performs work for the Employer. The second 12 consecutive month period for that Employee shall be the calendar year beginning within the first such period. All succeeding 12-month periods for that Employee shall be the succeeding calendar years. Each week during which a salaried Employee performs one Hour of Service shall be treated as 45 Hours of Service for purposes of determining when such an Employee becomes a Participant.

XII2.3 TERMINATION OF PARTICIPATION

A person who incurs a Break in Service shall cease to be a Participant as of the last day of the calendar year which constituted the Break in Service, unless such Participant is a Pensioner, or has acquired the vested right to a pension, whether immediate or deferred.

XII2.4 REINSTATEMENT OF PARTICIPATION

An Employee who has lost his status as a Participant, in accordance with Section XII2.3, shall again become a Participant by meeting the requirements of Section XII2.2 within 12 months after returning on the basis of Hours of Service after the calendar year during which his participation terminated. An Employee who has not forfeited his service shall become a Participant upon his date of reemployment.

Where inconsistent with the terms of the Base Plan, pension eligibility and amounts shall be determined pursuant to the following Sections XII3.2 through XII3.7:

XII3.2 NORMAL RETIREMENT

The monthly Normal Retirement income for a Participant who retires on his Normal Retirement Date, provided such date occurs on or after July 1, 1980 and for a former Participant who ceased to be a Participant on or after July 1, 1980 while eligible for a Deferred Retirement benefit, shall be equal to the sum of:

- (a) 1.65% of his Average Monthly Salary multiplied by the number of his Years of Service up to 15.

plus

- (b) 1.925% of his Average Monthly Salary multiplied by the number of his Years of Service in excess of 15. However, no Participant shall receive credit for service in excess of fifty years.

XII3.3 POSTPONED RETIREMENT

If a Participant continues in active service after his Normal Retirement Date, the retirement income shall commence on the first of the month following his actual Retirement. The monthly retirement income for a Participant who retires after his Normal Retirement Date on or after July 1, 1980 shall be equal to the sum of: (1) For benefits earned before January 1, 2015, the percentage of his Average Monthly Salary set forth in the Table in Section XII3.6 based on his age and Years of Service on his Annuity Starting Date, and (2) for benefits earned on or after January 1, 2015, the Normal Retirement Benefit, adjusted in accordance with Sections 5.4(c) and 5.4(d) of the Base Plan. No Participant shall receive credit for any Years of Service in excess of fifty years. Any Participant whose age at retirement is greater than 70 shall be presumed to be 70 years of age for the purpose of application of Section XII3.6.

XII3.4 EARLY RETIREMENT

On the first day of any month on or after the Participant's fifty-fifth (55) birthday and before his sixty-fifth (65) birthday, a Participant who has fifteen or more Years of Service is eligible to retire on an Early Retirement Pension. The monthly Early Retirement Benefit for a Participant who is retired at an Early Retirement date pursuant to this Section on or after July 1, 1980 shall be equal to the sum of: (1) For benefits earned before January 1, 2015, the percentage of his Average Monthly Salary set forth in the Table in Section XII3.6, based on his age at and on his Years of Service on his Annuity Starting Date, and (2) For benefits earned on or after January 1, 2015, the Normal Retirement Benefit, multiplied by a percentage equal to 100% minus 0.5% multiplied times the number of full months that the date of commencement precedes his Normal Retirement Date. No Participant shall receive credit for any Years of Service in excess of fifty years.

XII3.5 DEFERRED RETIREMENT

A Participant who has at least five Years of Vesting Service and thereafter ceases to be an Employee shall be eligible for a Deferred Retirement Benefit payable the first of the month next following the month the Participant attains Normal Retirement Age. A Participant who has at least fifteen Years of Vesting Service, and thereafter terminates employment shall be eligible for a Deferred Retirement benefit payable on the first of the month next following the month in which the Participant attains age 55. The monthly amount of such retirement income shall be determined in accordance with Section XII3.6, and shall depend on the Participant's age (but not greater than Normal Retirement Age) when benefits commence.

XII3.6 TABLE OF PERCENTAGE FOR POSTPONED OR EARLY RETIREMENT ON OR AFTER 7/1/80 (FOR BENEFITS EARNED BEFORE JANUARY 1, 2015)

**Age on
Annuity
Starting Date**

	Years of Service at Retirement									
	5	10	15	20	25	30	35	40	45	50
70	9.625	19.250	28.875	39.875	50.875	61.875	72.875	83.875	94.875	100.000
69	9.350	18.700	28.050	38.775	49.500	60.225	70.950	81.675	92.400	100.000
68	9.075	18.150	27.225	37.675	48.125	58.575	69.025	79.475	89.925	100.000
67	8.800	17.600	26.400	36.575	46.750	56.925	67.100	77.275	87.450	97.625
66	8.525	17.050	25.575	35.475	45.375	55.275	65.175	75.075	84.975	94.875
65	8.250	16.500	24.750	34.375	44.000	53.625	63.250	72.875	82.500	92.125
64			23.925	33.275	42.625	51.975	61.325	70.675	80.025	
63			23.100	32.175	41.250	50.325	59.400	68.475	77.550	
62			22.275	31.075	39.875	48.675	57.475	66.275	75.075	
61			21.450	29.975	38.500	47.025	55.550	64.075	72.600	
60			20.625	28.875	37.125	45.375	53.625	61.875	70.125	
59			19.800	27.775	35.750	43.725	51.700	59.675		
58			18.975	26.675	34.375	42.075	49.775	57.475		
57			18.150	25.575	33.000	40.425	47.850	55.275		
56			17.325	24.475	31.675	38.775	45.925	53.075		
55			16.500	23.375	30.250	37.125	44.000	50.875		

The percentage for an age other than integral year and for Years of Service not shown in the Table shall be obtained by direct (straight-line) interpolation.

XII3.7 APPLICATION OF BENEFIT INCREASES

The pension to which a Participant is entitled shall be determined under the terms of the Plan as in effect at the time the Participant separates from employment. For purposes of this Section, a Participant shall be deemed to have separated from such employment on the last day of work. If a Participant returns to such employment after he suffers a Break in Service, he must complete a Year of Vesting Service subsequent to his return to such employment in order to be subject to any Plan provision which may have become effective after he initially ceased such employment.

XII3.8 ADJUSTED CONTRIBUTION RATES

Effective July 1, 2011, the Trustees shall adjust the contribution rate for the period July 1, 2011 through July 31, 2014 to account for the elimination of crediting a year of service Years of Service for such period for non-union Participants. The Trustees shall also adjust the contribution rate for the period from the Effective Date August 1, 2011 through July 31, 2014 to account for the elimination of crediting a year of service Years of Service for such period for union Participants.

Where inconsistent with the terms of the Base Plan, the forms of pension payments and the amounts of such payments shall be determined pursuant to the following Sections XII4.1 through XII4.6:

XII4.1 UNMARRIED PARTICIPANT

The normal form of benefit payment for an unmarried Participant is a single life annuity.

XII4.2 MARRIED PARTICIPANT

The normal form of benefit payment for a married Participant is a Qualified Joint and Survivor Annuity. For benefits earned before January 1, 2015, the amount of the Qualified Joint and Survivor Annuity is an unreduced pension benefit payable to the Participant during his lifetime and, upon his death, 50 percent of the benefit payable to the Participant shall be payable to the Participant's Spouse for the remainder of the Spouse's lifetime. For benefits earned on or after January 1, 2015, the amount of the Qualified Joint and Survivor Annuity is adjusted in accordance with Section 7.1(d) of the Base Plan.

XII4.3 OPTIONAL FORMS OF BENEFIT

In addition to the form of payment set forth in Section 7.2 of the Base Plan, a Participant may waive the normal form of benefit payment and elect one of the optional forms of payment described in (a) or (b) below or the Social Security Level Income option described in Section XII4.5, provided that if the Participant is married, such election is subject to the notice and consent provisions described in the Base document.

For benefits earned before January 1, 2015, the following options apply:

(a) Option 1 – 100% Joint and Survivor Pension:

A reduced monthly benefit payable during the Participant's life, with a lifetime benefit payable to the Joint Annuitant after his death equal to 100% of monthly benefit payable to the Participant.

(b) Option 2 – 50% Joint and Survivor Pension (For non-spouse beneficiaries only):

A reduced monthly benefit payable during the Participant's life, with a lifetime benefit payable to the Joint Annuitant equal to 50% of the monthly benefit payable to the Participant.

For benefits earned on or after January 1, 2015, only the option described in Section 7.1(e) of the Base Plan applies.

XII4.4 ADJUSTMENT OF PENSION AMOUNT

Any pension payable in either of the optional forms described in Section XII4.3 which becomes effective on July 1, 1990 or thereafter shall be adjusted for the Joint and Survivor benefit by multiplying the full amount otherwise payable by the following factors:

For benefits earned prior to January 1, 2015:

Option 1:

87.6% plus 0.4% for each year that the Beneficiary's age is greater than the Employees age or minus 0.4% for each year that the Beneficiary's age is less than the employees age with a maximum factor of 99%.

Option 2:

88.6% plus 0.4% for each year that the Beneficiary's age is greater than the Employees age or minus 0.4% for each year that the Beneficiary's age is less than the Employees age with a maximum factor of 99%.

For benefits earned on or after January 1, 2015, the adjustment described in Section 7.1(e) of the Base Plan applies.

XII4.5 SOCIAL SECURITY LEVEL INCOME OPTION

Any Participant retiring in accordance with the provisions of the Plan before Social Security payments begin may elect in writing filed with the Trustees to receive retirement income providing larger monthly payments, in lieu of the retirement income otherwise payable upon early retirement, until his sixty-second birthday is reached, but thereafter his monthly payments will be reduced, provided, however, that the projected increase in total retirement income payment until his sixty-second birthday and the projected decrease in such payments on and after his sixty-second birthday shall be actuarially equivalent. Through the means of this Social Security Level Income Option, insofar as is practicable, a level total retirement income will be available to the Participant. The Social Security Level Income Option shall be the Actuarial Equivalent of a straight life annuity where actuarial equivalence is determined using the mortality table and interest rate specified in Section A of Exhibit I.

XII4.6 PRE-RETIREMENT DEATH BENEFIT

- (a) If a Participant dies before his pension payments start but at a time when he had earned a vested right to a pension, a Pre-Retirement Death Benefit shall be paid to his Qualified Spouse or designated Beneficiary.
- (b) A Spouse is a Qualified Spouse for the purpose of this Section if the Participant and Spouse have been married to each other for 12 consecutive months immediately prior to his death, or if the couple were divorced after being married

for at least one year and the former spouse is required to be treated as a Spouse or surviving Spouse under a QDRO.

- (c) If the Participant described in (a) above died at a time when he would have been eligible to begin receiving payment of a pension had he retired, he shall be conclusively presumed to have retired on the day preceding death and to have elected the optional 100% Joint and Survivor Pension under Section XII4.3. If the Participant was married to a Qualified Spouse at the time of his death, the beneficiary will be the Qualified Spouse, unless the spouse consented to another beneficiary as provided in subsection (e) below.
- (d) If the Participant described in (a) above died before he would have been eligible to begin receiving pension payments had he retired, the surviving Qualified Spouse or designated Beneficiary shall be entitled to a Pre-Retirement Death Benefit determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked or the date of his death, had survived to the earliest age at which a pension would be payable to him under the Plan, had retired at that age with an immediate 100% Joint and Survivor Pension under Section XII4.3, and had died the next day. In other words, the Pre-Retirement Death Benefit begins when the Participant would have attained the earliest retirement age for which he would have qualified for a pension and the amount is 100% of what the Participant's pension amount would have been, after adjustment, if any, (i) for early retirement and (ii) for the election of the 100% Joint-and-Survivor Pension option. In order to collect the Pre-Retirement Death Benefit, the Qualified Spouse or designated Beneficiary may apply for the Participant's benefit any time after the Participant would have been eligible to begin collecting his or her benefit. The amount shall be determined under the terms and benefit level of the Plan in effect when the Participant last worked, unless otherwise expressly specified.
- (e) Notwithstanding any other provision of this Section, a Pre-Retirement Death Benefit shall not be paid in the form, manner or amount described above if one of the alternatives set forth in this subsection applies.
 - (i) If the Actuarial Present Value of the benefit is less than \$5,000, the Committee shall make a single sum payment to the Spouse or Beneficiary in an amount equal to that Actuarial Present Value, in full discharge of the Pre-Retirement Death Benefit.
 - (ii) The Spouse may elect in writing, filed with the Committee, and on whatever form they may prescribe, to defer commencement of the Pre-Retirement Death Benefit until a specified date that is no later than the December 31st of the calendar year in which the Participant would have reached age 70-1/2. The amount payable at that time shall be determined as described in paragraphs (c) and (d) of this Section, except that the benefit shall be paid in accordance with the terms of the Plan and benefit level in effect when the Participant last worked as if the Participant had

begun to receive payments in the form of a 100% Joint and Survivor Pension on the day before the surviving Spouse's payments are scheduled to start, and died the next day.

- (f) A Spouse's consent to a waiver of the Pre-Retirement Death Benefit shall be effective only with respect to that Spouse, and shall be irrevocable unless the Participant revokes the waiver to which it relates.
- (g) Notwithstanding any other provision of the Plan, all distributions shall comply with the limits of Code Section 401(a)(9) and the incidental benefit rules and Regulations prescribed there under including proposed Treasury Regulation Section 1.401(a)(9)(1) and (2), including specifically the following:
 - (i) When distribution of a Participant's entire interest is not made in a lump sum, the distribution will be made in one or more of the following ways: over the life of the Participant; over the life of the Participant and designated Beneficiary; over a period certain not extending beyond the life expectancy of the Participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and designated Beneficiary.
 - (ii) If distribution is considered to have commenced in accordance with IRS Regulations before the Participant's death the remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the Participant's death.
 - (iii) If the Participant dies before the time when distribution is considered to have commenced in accordance with IRS Regulations: (I) any remaining portion of the Participant's interest that is not payable to a "designated beneficiary", as defined in the regulations issued under Code Section 401(a)(9), of the Participant will be distributed within five years after the Participant's death; and (II) any portion of the Participant's interest that is payable to a "designated beneficiary" of the Participant will be distributed either (1) within five years after the Participant's death, or (2) over the life of such Beneficiary or over a period certain not extending beyond the life expectancy of such Beneficiary, commencing not later than the end of the calendar year following the calendar year in which the Participant died (or, if such Beneficiary of the Participant is the surviving Spouse, commencing not later than the end of the calendar year following the calendar year in which the Participant would have attained age 70½).

XIII.4.7 SUSPENSION OF BENEFITS

(a) Suspension

- (i) If a Participant has attained Normal Retirement Age, the monthly benefit shall be suspended for any month in which the Participant is employed or was paid for more than 83 hours by the Employer. Participants who are

employed for 83 hours or fewer (which is deemed to be the equivalent of less than 12 days per month) by the Employer after attaining Normal Retirement Age shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who work 83 hours or fewer per month. In no event shall benefits be suspended after the Participant has reached his or her Required Beginning Date.

- (ii) If a Pensioner returns to work, the monthly benefit shall be suspended for any month in which such Pensioner is employed or was paid for more than 83 hours by the Employer. Participants who return to work for 83 hours or fewer (which is deemed to be the equivalent of less than 12 days per month) by the Employer after attaining Normal Retirement Age shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who work 83 hours or fewer per month. In no event shall benefits be suspended after the Pensioner has reached his or her Required Beginning Date.

(b) Definition of Suspension of Benefits.

“Suspension of benefits” for a month means non-entitlement to benefits for the month.

(c) Notices.

- (i) Upon attainment of Normal Retirement Age, the Trustees shall notify the Participant of the Plan rules governing suspension of benefits. If benefits have been suspended, new notification shall, upon resumption of benefits, be given to the Participant if there has been any material changes in the suspension rules.
- (ii) The Trustees shall inform a Participant of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld.

(d) Review.

A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 60 days of the notice of suspension.

(e) Resumption of Benefit Payments.

- (i) Benefits shall be resumed for the month after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended.
- (ii) Overpayments attributable to payments made for any month or months for which the Participant is credited with 40 or more Hours of Service shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25% of the pension amount (before deduction), except that the Trustees may withhold up to 100% of the first monthly pension payment made upon resumption of benefits after a suspension.
- (iii) If a Pensioner dies before overpayments have been recovered, deductions shall be made from the benefits payable to his Beneficiary or surviving Spouse, subject to the above percentage limitations on the rate of deduction in Subparagraph (ii) above.

XIII.4.8 BENEFIT PAYMENTS FOLLOWING SUSPENSION

- (a) The monthly amount of pension when resumed after suspension shall be determined under paragraphs (i) and (ii) and adjusted for any optional form of payment in accordance with paragraph (iii). Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Participant's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly directed by other provisions of the Plan.
 - (i) The amount shall be determined under Section XII-3.2 through 3.7 as if it were being determined for the first time.
 - (ii) The amount calculated in paragraph (i) above, shall be reduced by the Actuarial Equivalent of benefits received before the benefits suspended. For these purposes, Actuarial Equivalent shall be determined using the factor contained in Exhibit I – Item J (d). Notwithstanding anything to the contrary, the reduced amount shall not be less than the amount of the monthly benefit received prior to the suspension.
 - (iii) The amount determined under the above paragraphs shall be adjusted for any optional form of benefit in accordance with which the benefits of the Participant and any Beneficiary are payable.
- (b) A Pensioner who returns to covered employment for an insufficient period of time to complete a Year of Service, shall not, on subsequent termination of employment, be entitled to a recomputation of pension amount based on the

additional service. If a Pensioner who returns to covered employment completes a Year of Service, he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount, based on any additional Years of Service, notwithstanding any Service earned during a month in which the Pensioner was credited with less than 40 Hours of Service.

- (c) A Qualified Joint and Survivor Annuity in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to covered employment, he shall not be entitled to a new election as to the Qualified Joint and Survivor Annuity or any other optional form of benefit.

XII4.9 ACTUARIAL ADJUSTMENT FOR DELAYED RETIREMENT

- (a) If a Participant does not retire directly from active service, and the Annuity Starting Date is after the Participant's Normal Retirement Age, the monthly benefit will be the Retirement Benefit based on age and Years of Service at Normal Retirement Age, actuarially increased for each complete calendar month between Normal Retirement Age and the Annuity Starting Date for which benefits were not suspended, and then converted as of the Annuity Starting Date to the benefit payment form elected in the pension application or to the automatic form of Husband-and-Wife Pension if no other form is elected.
- (b) If a Participant first becomes entitled to additional benefits after Normal Retirement Age, whether through additional service or because of a benefit increase, the actuarial increase in those benefits will start from the date they would first have been paid rather than Normal Retirement Age.
- (c) The actuarial increase will be 1% per month for the first 60 months after Normal Retirement Age and 1.5% per month for each month thereafter.

Where inconsistent with the terms of the Base Plan, Years of Vesting Service shall be credited as described in the following Sections XII5.1 through XII5.3:

XII5.1 VESTING SERVICE FOR NONWORKING PERIODS

A Participant who is absent from employment because of one of the following reasons, shall be credited with Years of Vesting Service as if he were at Work.

(a) Military Service.

Service in the armed forces of the United States shall be credited to the extent required by law. Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to military service will be provided in accordance with §414(u) of the Code. To protect his full rights, a Participant who left employment to enter such military service must apply for reemployment with his Employer within the time prescribed by law. Furthermore, he must call his claim for credit for military service to the attention of the Trustees and be prepared to supply the evidence that the Trustees will need in order to determine his rights.

(b) Disability.

Periods of temporary and total disability arising from occupational accident or disease compensated under a worker's compensation law, shall be credited, but limited to a maximum period of 2 years for each separate and unrelated accident or disease. Periods of disability shall also be credited for which disability benefits are paid from the Employer or by the State of New York Temporary Disability Benefits Fund but limited to a maximum period of 26 weeks.

(c) Pending Arbitration.

In the event an arbitrator's award is rendered in a Participant's favor regarding the appropriateness of a discharge from employment by the Employer, the Participant shall retroactively receive credit for periods of non-employment that occur after the discharge and before the rendering of the award.

XII.5.2 YEARS OF VESTING SERVICE

(a) General Rule.

A Participant shall be credited with one Year of Vesting Service for each calendar year in which he completes at least 1,000 Hours of Service. This rule is subject to the provisions of the following Subsections.

(b) Exceptions.

A Participant shall not be entitled to credit for years preceding a Permanent Break in Service as defined in Section XII.5.3.

XII.5.3 BREAKS IN SERVICE

(a) General.

If a person has a Break in Service before he has earned Vested Status, it has the effect of canceling his standing under this Plan, that is, his previous Years of Vesting Service and credited Years of Service. However, a Break may be

temporary, subject to repair by a sufficient amount of subsequent service. A longer Break may be permanent.

(b) Break in Service.

- (i) A person has a Break in Service in any calendar year after 1975 in which he fails to complete 501 Hours of Service.
- (ii) A Break in Service is repairable, in the sense that its effects are eliminated if, before incurring a Permanent Break in Service, the Employee subsequently earns a Year of Vesting Service (1,000 hours). More specifically:
 - (A) Participation is restored in accordance with the provisions of Section XII2.4; and
 - (B) Previously earned Years of Vesting Service are restored.
 - (C) Nothing in this paragraph (ii) shall change the effect of a Permanent Break in Service.

(c) Permanent Break in Service 1976 and Thereafter.

An Employee who has not attained Vested Status incurs a Permanent Break in Service if the number of consecutive Breaks in Service equals or exceeds the number of Years of Vesting Service with which he has been credited, however a Participant will not incur a Permanent Break in Service after December 31, 1985 unless the number of consecutive Breaks in Service is greater than five.

(d) Effect of Permanent Break in Service.

If a person who has not achieved Vested Status has a Permanent Break in Service:

- (i) his previous Years of Vesting Service and credited Years of Service are canceled, and
- (ii) his participation is canceled, new participation being subject to the provisions of Section XII2.4.

(e) Grace Periods.

Solely for the purpose of determining whether or not a Break in Service has occurred, there shall be credited to each person absent from service on a "Parenthood Leave" or an unpaid leave of absence granted by the Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act, the lesser of (a) the number of Hours of Service that would normally have been credited but for such absence or (b) five hundred and one (501) Hours of Service. "Parenthood Leave" shall mean an absence from work (a) due to the pregnancy of the

individual, (b) due to the birth of a child to the individual, (c) due to the placement of a child in connection with the adoption of that child by the individual, or (d) for purposes of caring for a child during the period immediately following the birth or placement for adoption of such child. Such Hours of Service shall be credited to the participation and vesting computation period in which the absence begins if necessary to avoid a Break in Service in such computation period, or if not so necessary, then in the next following participation and vesting computation period after which the absence begins.

Appendix XIII – Union Health Center Plan Participants

CLOSED GROUP – December 31, 2002

The provisions of this Appendix XIII apply to participants in the Union Health Center Staff Retirement Plan (the "Union Health Center Plan") prior to October 1, 2002. The Union Health Center Plan was merged into the Plan on October 1, 2002 and all participants in the Union Health Center Plan became Participants in the Plan. Employees hired after October 1, 2002 and prior to January 1, 2003 shall be covered under Appendix VIII (ILGWU). Employees hired after December 31, 2002 shall be covered under the Base Plan provisions. In the event of any conflict between the terms of the Plan and the terms of this Appendix XIII, the terms of this Appendix XIII will control with respect to Participants covered by this Appendix XIII. References in this Appendix to the Union Health Center Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XIII, it is intended that the Plan and this Appendix XIII be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Union Health Center Plan as of September 30, 2002 shall not be decreased as a result of the merger of the Union Health Center Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to October 1, 2002.

The following definitions shall apply for purposes of this Appendix XIII:

"Credited Employment or Covered Employment" - The term "Credited Employment or Covered Employment" means, as applied to each Participant, the number of Years or fraction thereof, for which contributions are made by and on behalf of such Participant there under. If a Participant's scheduled number of hours of duty in a month is less than his normally scheduled number of hours, his Credited Employment for that month shall be a fraction equal to the number of his scheduled hours divided by his normally scheduled number, unless such change in his normally scheduled number of hours is temporary in nature. For the purpose of computing a Participant's total Years of Credited Employment, each 3 Years of Credited Employment prior to July 1, 1959 shall be counted as 1 Year of Credited Employment. For the purpose of determining a Participant's eligibility for a pension benefit or the amount of such benefit, Years of Credited Employment before any Permanent Break-in-Service shall be disregarded.

"Employee" - The term "Employee" means any person employed by the Union Health Center, including a Leased Employee.

However, "Employee" shall exclude any individual retained by an Employer to perform services for such Employer (for either a definite or indefinite duration) and is characterized thereby as a fee-for-service worker or independent contractor or in a similar capacity (rather than in the capacity of an employee), regardless of such individual's status under common law, including, without limitation, any such individual who is or has been determined by a third party, including, without limitation, a government agency or board or court or arbitrator, to be an employee of an Employer for any purpose, including, without limitation, for purposes of any employee benefit

plan of an Employer (including this Plan) or for purposes of federal, state or local tax withholding, employment tax or employment law.

"Final Average Salary" - The term "Final Average Salary" means the annual average calculated based on the Participant's Salary during his last 156 regular weekly payrolls immediately prior to his Benefit Commencement Date. However, effective January 1, 1994, the annual average shall be based on the Participant's salary during the last 104 regular weekly payrolls immediately prior to his Benefit Commencement Date. For active participants in the Union Health Center Staff Retirement Plan employed on December 31, 1991, the Final Average Salary shall be increased by 4%. For any month for which a Participant receives a fraction of a month of Credited Employment, because his scheduled number of hours of duty is less than his normally scheduled number of hours, his Salary for this purpose shall be deemed to be his actual Salary divided by such fraction.

"Normal Retirement Age" - The term "Normal Retirement Age" means the later of age 65 or the date of the fifth anniversary of the commencement of participation in the plan. Such participation before a Break in Service shall not be counted unless such Break in Service is repaired by subsequent service.

"Permanent Break-in-Service" - A "Permanent Break-in-Service" occurs when an Employee who has not completed at least 5 Years of Service incurs a number of consecutive one year Breaks-in-Service which equal or exceeds the greater of five consecutive years of service, or the number of his prior completed Years of Service before such break. In computing the number of an Employee's Years of Service, Years of Service which were canceled and forfeited because of a prior Break in-Service shall be disregarded. An Employee shall also be deemed to have incurred a Permanent Break-in-Service (a) upon any termination of employment before 1975, or (b) as of the end of 1975, if his employment was involuntarily terminated in that year before he completed at least 501 Hours of Service, or if his employment was voluntarily terminated in that year before he completed at least 1,000 Hours of Service.

"Salary" - The term "Salary" means compensation paid to a Participant, excluding reimbursement for expenses or expense allowances, fringe benefits (cash and non-cash), moving expenses, deferred compensation and welfare benefits. Effective January 1, 2011, Salary shall not include severance pay.

"Totally and Permanently Disabled" - A Participant shall be deemed "Totally and Permanently Disabled" only if he has received a Social Security Disability Award or the New York Union Health Center, or such other medical institution or medical agency as may be designated by the Trustees, certifies the Participant is unable to perform the regular functions of his position because of a presumably permanent or indefinitely continuing disability and such disability continues thereafter as the Trustees may from time to time determine prior to the Participant's 65th birthday.

Where inconsistent with the terms of the Base Plan, the forms of pension payments and the amounts of such payments shall be determined pursuant to the following Sections:

VESTED PENSION BENEFITS

"Eligibility Requirements"

- (a) A participant who attains Normal Retirement Age while in the employ of the Union Health Center and who is not otherwise eligible for a pension benefit shall be eligible for a Vested Pension Benefit.
- (b) A Participant whose employment is terminated after he has completed at least 5 Years of Service, but before he has become eligible for a pension benefit, shall have a deferred right to a Vested Pension Benefit.

"Benefit Amount" - A Participant whose application for a Vested Pension Benefit has been approved in accordance with the provisions of this Plan shall be entitled to receive an annual pension benefit which shall be payable monthly and which shall be computed by multiplying the total number of the Participant's years earned by two and one-quarter percent (2.25 %) of his Final Average Salary, provided that no annual retirement benefit shall exceed a maximum of seventy-five percent of such Participant's Final Average Salary. The annual pension amount shall then be divided by twelve (12) to determine the Participant's monthly benefit amount.

Notwithstanding the foregoing, in the event a participant who has attained normal retirement age has not been furnished a notice required under Section 203(a)(3)(B) of ERISA, the retirement benefit determined under this Section shall not be less than the actuarial equivalent of the amount that would have been paid had the participant retired on the first day of the month following the month in which he attained normal retirement age.

"Benefit Commencement Date" - The "Benefit Commencement Date" for a Participant eligible for a Vested Pension Benefit shall be the March 1st following the Plan Year in which the Participant attained Normal Retirement Age or terminated his employment, whichever is later. However, in the event that a Participant's termination of employment is due to the fact that the Participant is Totally and Permanently Disabled, as defined in this Appendix, the Benefit Commencement Date of his Vested Pension Benefit shall be the March 1st following the Plan Year in which he was so disabled, and for which an application was filed by or on behalf of such Participant.

"Late Retirement" - Any participant who continues in the employ of the Employer after reaching his normal retirement age shall not be entitled to receive retirement benefits until he actually retires. Retirement benefits for such participant shall commence on the first day of any month selected by the participant subsequent to his attainment of normal retirement age but prior to his required beginning date.

Notwithstanding the foregoing, a Participant who continues in the employ of the employer after his normal retirement age but prior to his required beginning date shall be entitled to receive a pension with respect to any month in which he has less than 40 hours of service. Once a Participant reaches his required beginning date, he shall be entitled to receive a pension without regard to his employment status.

REGULAR PENSION BENEFIT AND REGULAR DISABILITY PENSION BENEFIT

Regular Pension Benefit - A Participant shall be eligible for a Regular Pension Benefit if he meets all of the following requirements:

- (i) he has attained age 65 while still in the employ of the Union Health Center; and
- (ii) he has completed at least 6 Years of Credited Employment.

Regular Disability Pension Benefit - A Participant shall be eligible for a Regular Disability Pension Benefit if he meets all of the following requirements:

- (i) he becomes Totally and Permanently Disabled while still in the employ of the Union Health Center; and
- (ii) he has completed at least 10 Years of Credited Employment.

"Benefit Amount" - A Participant whose application for a regular Pension Benefit or a Regular Disability Pension Benefit has been approved in accordance with the provisions of this Plan shall be entitled to receive an annual pension benefit which shall be payable monthly and which shall be computed by multiplying the total number of the Participant's years earned by two and one-half percent (2.5 %) of his Final Average Salary, provided that no annual retirement benefit shall exceed a maximum of seventy-five percent of such Participant's Final Average Salary. The annual pension amount shall then be divided by twelve (12) to determine the Participant's monthly benefit amount.

Notwithstanding the foregoing, in the event a Participant who has elected a late retirement date has not been furnished a notice required under Section 203(a)(3)(B) of ERISA, the retirement benefit determined under this Section shall not be less than the actuarial equivalent of the amount that would have been paid had the Participant retired on the first day of the month following the month in which he attained normal retirement age.

"Benefit Commencement Date"

- (i) The Benefit Commencement Date for a Participant eligible for a Regular Pension Benefit shall be the first day of the month following his 65th birthday (or on his 65th birthday itself, if that be the first day of the month) provided he files an application therefore and stops working for the Union Health Center by such Benefit Commencement Date. In no event, unless the Participant elects otherwise, shall his Benefit Commencement Date be later than the 60th day after the close of the Plan Year in which he attained age 65, or, if later, the Plan Year in which he terminated his employment. In no event, unless the Participant elects otherwise, shall the commencement date be later than the 60th day after the close of the Plan Year in which he attained age 62 or, if later, the Plan Year in which he terminated his covered employment, provided that no such election filed on or after January 1, 1989 may postpone the commencement of benefits to a date later than the participant's required beginning date.

- (ii) The Benefit Commencement Date for a Participant eligible for a Regular Disability Pension Benefit shall be the first day of the month following the date he becomes eligible for such pension benefit provided an application is filed therefore by or on behalf of such Participant and the Participant stops working for the Union Health Center by such Benefit Commencement Date.

EARLY RETIREMENT PENSION BENEFIT

A Participant who has met the Credited Employment requirement for a Regular Pension Benefit may retire as of the first day of any month following his 62nd birthday (or on his 62nd birthday if that be the first day of the month), provided he is actively employed at age 62, files an application and stops working for the Union Health Center prior to the Benefit Commencement Date. The monthly benefit payable as an Early Retirement Pension Benefit shall be equal to the amount of the Regular Pension Benefit reduced by 1/2 of 1% for each month by which the commencement of the Early Retirement Pension Benefit precedes the Participant's 65th birthday.

QUALIFIED JOINT AND SURVIVOR ANNUITY

A Qualified Joint and Survivor Annuity is the normal form payable to a married Participant and is equal to a reduced benefit that would otherwise be payable, which in the event that the Participant dies prior to his spouse, pays 50% of the benefit to the surviving spouse for the remainder of her lifetime. When a Qualified Joint and Survivor Annuity becomes effective, the amount of the Participant's monthly pension shall be reduced in accordance with the following factors to be multiplied by the benefit payable under the normal form:

Regular Retirement - 90% plus .4% for each year that the beneficiary's age is greater than the employee's age or minus .4% for each year that the beneficiary's age is less than the employee's age with a maximum factor of 99%. (For example: Employee is age 65 and spouse is age 62; factor = 88.8%).

Disability Retirement - 78% plus .4% for each year that the beneficiary's age is greater than the employee's age or minus .4% for each year that the beneficiary's age is less than the employee's age, with a maximum factor of 99%.

The monthly amount of the Joint and Survivor Annuity, once it has become payable, shall not be increased if the spouse is subsequently divorced from the Retiree or if the spouse predeceases the Retiree.

In addition to the foregoing, the provisions of Sections 7.1(c) and 7.1(e) of the Base Plan shall also continue to apply after January 1, 2015.

QUALIFIED PRE-RETIREMENT JOINT & SURVIVOR ANNUITY

Active employees with five years of service receive a 50% of accrued monthly pension, reduced 5% per year for each year (up to 5) that the Participant is under age 65 and 3% for each year the Participant is under age 60, to a maximum reduction of 50%. To the extent that the designated surviving spouse is under age 55 and more than 8 years younger than the Participant, then the benefit shall be further reduced by 5% per year for the first five years of such age difference and

3% per year for the next years to a maximum of 50% with no further reductions. Such benefit will not be less than the Qualified Pre-Retirement Joint & Survivor Annuity amount payable under the following paragraph.

A Qualified Pre-Retirement Joint & Survivor Annuity shall be payable to the spouse of any vested participant who has been married for at least one year at the time of his death equal to the amount of the benefit that would have been payable to the spouse under a Qualified Joint and Survivor Annuity, assuming, in the event that the Participant was not yet eligible for an immediate pension, that the Participant terminated employment on the date of his death, and lived to his earliest retirement date.

RETURN OF PERSONAL CONTRIBUTIONS

Termination of Covered Employment - If a Participant terminates employment before he has become eligible for a Pension Benefit, or earned a deferred right to a Vested Pension Benefit, his total personal contributions shall be returned to him with Credited Interest. A terminated Participant who has earned a vested right to a deferred retirement benefit shall have the option to request within 6 months of his termination of employment the return of his personal contributions with Credited Interest and to receive a deferred retirement benefit based only on the Union Health Center's contributions instead of a full deferred retirement benefit based on the joint contributions of the Participant and the Union Health Center. If the Participant resumes employment before he has incurred a Permanent Break-in-Service, he shall be required to repay the amount received with Credited Interest over a period of time to be determined by the Retirement Trustees in accordance with law. A Participant's Personal Contributions, which were made prior to January 1, 1992, shall be nonforfeitable at all times.

Death Without Eligible Survivor - If, on the death of a Participant, no annuity benefits are payable to his spouse, the deceased's personal contributions less all pension benefits paid, if any, shall be returned with Credited Interest to his designated beneficiary or, if none, to his estate.

Remaining Personal Contributions - If all pension and joint and survivor benefits terminate before the Participant's personal contributions have been exhausted, the balance of such contributions shall be returned, with Credited Interest, calculated up to the date of retirement, to his designated beneficiary or, if none, to the Participant's estate.

Appendix XIV – Baltimore Medical Staff Retirement Plan Participants

CLOSED GROUP – November 1, 2004

The provisions of this Appendix XIV apply to participants in the Retirement Plan for the Medical Staff Employees of the Day Care Centers of the Baltimore Regional Joint Board (UNITE) Health and Welfare Fund (the "Baltimore Retirement Plan") prior to November 1, 2004. The Baltimore Retirement Plan was merged into the Plan on November 1, 2004 and all participants in the Baltimore Retirement Plan became Participants in the Plan. Employee hired after November 1, 2004 are covered under the Base Plan provisions. In the event of any conflict between the terms of the Plan and the terms of this Appendix XIV, the terms of this Appendix XIV will control with respect to Participants covered by this Appendix XIV. References in this Appendix to the Baltimore Retirement Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XIV, it is intended that the Plan and this Appendix XIV be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Baltimore Retirement Plan as of October 31, 2004 shall not be decreased as a result of the merger of the Baltimore Retirement Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to November 1, 2004.

The following definitions shall apply for purposes of this Appendix XIV:

"Affiliated Employer" – shall mean the Baltimore Regional Joint Board--UNITE, a local union or joint board with the Amalgamated Clothing Workers of America, the Amalgamated Bank of New York, the Amalgamated Life Insurance Company, the Amalgamated Insurance Fund or any other fund which is created or exists for the benefit of UNITE, its members or any corporation the majority of stock of which is held by or for the benefit of UNITE, its members or any local union or joint board affiliated with UNITE.

"Age" – shall mean age at last birthday.

"Break in Service" - Occurs during a twelve (12) consecutive month period, beginning on a Severance from Service Date and ending on the first anniversary of such date, during which the Employee fails to receive at least one (1) Hour of Service. For the purpose of determining a Break in Service, service as a Leased Employee shall be treated as service with the Employer.

"Compensation" - The term "Compensation" as used herein shall mean an Employee's earned income, wages and other amounts received for personal services actually rendered in the course of employment with an Employer. Amounts included as Compensation are those actually paid or made available to a Participant within the calendar year. Compensation shall also include elective deferrals within the meaning of Section 402(g) of the Code, and amounts excludible from gross income pursuant to an election by the Participant under Sections 125, 132(f)(4) and 457 of the Code. Effective January 1, 2011, Compensation does not include severance pay.

"Continuous Service" - Shall mean the Period of Service as an Employee commencing with the Participant's most recent date of employment with the Employer.

"Credited Future Service" - Shall mean the sum of (i) the period of Continuous Service earned on or after January 1, 1983 through December 31, 1983, plus (ii) the period of Continuous Service earned on or after January 1, 1984. For this purpose, a Participant shall receive a full month's Credited Future Service for any month he made the Required Employee Contributions.

"Credited Past Service" - Shall mean the period of Continuous Service earned prior to January 1, 1983 as an Employee. For this purpose, a partial calendar month's service shall be treated as a full month of Credited Service.

"Credited Service"

- (a) Shall mean the sum of Credited Future Service and Reinstated Service.
- (b) Service in uniformed service of the United States shall be counted as service under this Plan for all purposes, including benefit accrual, vesting, and participation, provided that all of the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), or applicable prior federal veteran's reemployment rights laws, are satisfied. Generally such requirements relate to advance notice of such service to the employer, application for employment in covered employment within the required time limits, the furnishing of documentation of such service, and an honorable discharge or satisfactory completion of service.

An aggregate minimum of five years of service or less shall be granted for service in the uniformed services, unless extended service is required as part of an Employee's initial period of obligation or, if the service is otherwise involuntarily extended, such as during a war or operations mission.

"Normal Retirement Date"

- (a) Shall mean the later of (i) the Participant's sixty-fifth (65th) birthday; (ii) the tenth (10th) anniversary of his date of participation in the Plan or the completion of ten (10) years of Vesting Service, whichever is earlier; and (iii) January 1, 1988.
- (b) For any Participant who completes one hour of service on or after January 1, 1989, Normal Retirement Date shall mean the later of (i) the Participant's sixty-fifth (65th) birthday, and (ii) the fifth (5th) anniversary of his date of participation in the Program or the completion of five (5) years of Vesting Service, whichever is earlier.

"Period of Service" - Shall mean the period of time commencing with the Employee's most recent date of employment and ending on the Severance from Service Date.

"Period of Severance" - Shall mean the period of time commencing on the Severance from Service Date and ending on the date on which the Employee again receives one (1) Hour of Service.

"Reinstated Service" - Shall mean, for a former Employee who terminates his employment with the Employer after January 1, 1983, who again becomes an Employee after incurring a Break-in-Service, and who completes a one (1) year Period of Service after again becoming an Employee, all Credited Service credited on his behalf at the time of his earlier termination of employment provided one of the following conditions is satisfied:

- (a) the Participant was entitled to a Deferred Vested Retirement Pension at the time of his Break-in-Service;
- (b) the Participant's Period of Severance did not equal or exceed his prior Vesting Service;
- (c) (i) the Participant's Break-in-Service commenced after December 31, 1984; and (ii) the Participant's Period of Severance did not equal or exceed five (5) years; or
- (d) (i) the Participant's Break-in-Service commenced before January 1, 1985; (ii) the Participant returned to employment on or after January 1, 1985; (iii) the Participant would have been entitled to Reinstated Service if he had returned to employment on December 31, 1984; and (iv) the Participant's Period of Severance did not equal or exceed five (5) years.

Except for eligibility and vesting, a former Employee who received the full value of his nonforfeitable benefits upon his earlier termination of employment will not be entitled to Reinstated Service unless he repays the entire amount of his distribution together with interest at the rate of five percent (5%) compounded annually, to the Trustees within two (2) years of the date he again becomes an Employee.

"Severance from Service Date" - Shall mean the earlier of:

- (a) the date on which an Employee quits, is discharged, retires or dies; and
- (b) the first anniversary of the commencement of a period during which an Employee takes an approved Leave of Absence. In the case of military service, the Severance from Service Date shall be the ninetieth (90th) day following his release from military service or such longer period during which his employment rights are protected by law.

"Vesting Service" - Shall mean the sum of the Employee's (i) Credited Service; (ii) Credited Past Service; and (iii) any periods of Severance of a duration of less than twelve (12) months. For this purpose, twelve (12) months of Vesting Service, whether or not continuous, shall constitute a year of Vesting Service. In determining the number of years of Vesting Service, service with a predecessor organization of the Employer and/or an Affiliated Employer to a maximum of five (5) years, shall be credited. For purposes of determining Vesting Service, Service as a Leased Employee shall be treated as service with the Employer.

Where inconsistent with the terms of the Base Plan, the following provisions shall be applied to Participants covered by this Appendix XIV in lieu of, or in addition to, as appropriate, the provisions of the Base Plan.

Required Employee Contributions - Each Participant shall contribute for the benefits provided for him under this Plan, at the rate of three and one-half percent (3½%) of his annual Compensation. The above notwithstanding, effective January 1, 2007, employee contributions are neither required nor permitted.

Normal and Late Retirement Pension - The annual Normal and Late Retirement Pension benefit payable to an eligible Participant shall be equal to two and one-half percent (2½%) of the Participant's total Compensation received during the Participant's period of Credited Service; provided, however, that in no event shall such sum exceed seventy-five (75%) of the Participant's average annual Compensation received during the five (5) consecutive calendar years out of the ten (10) calendar years prior to termination of employment which produces the highest average. A Participant shall mandatorily retire upon the attainment of Age 70.

Minimum Normal and Late Retirement Pension - The minimum Normal Retirement Pension shall be equal to a monthly benefit of fifty dollars (\$50) provided the Participant has completed ten (10) years of Credited Service, and shall be increased by five dollars (\$5) per month for each additional year of Credited Service, to a maximum of one hundred dollars (\$100).

Early Retirement Pension – Eligibility - An Early Retirement Pension shall be granted to each Participant of the Plan who ceases to be an Employee of the Employer prior to becoming eligible to receive a Normal Retirement Pension but on or after the date the Participant either: (i) completes thirty (30) years of Vesting Service; or (ii) both attains age sixty (60) and completes ten (10) years of Vesting Service.

Early Retirement Pension – Amount - The monthly Early Retirement Pension shall be the Participant's accrued pension benefit determined in accordance with the Normal Retirement Pension formula based on Credited Service and Compensation earned as of the date of termination of employment. A Participant who terminates employment with the Employer may elect to have benefit payments commence on his Normal Retirement Date or on the first of any month following or coinciding with his sixtieth (60th) birthday. A Participant who elects to have benefit payments commence prior to his sixty-second (62nd) birthday shall have the amount determined above reduced by one-half of one percent (0.5%) for each complete or partial month that the Participant's actual retirement date precedes his Normal Retirement Date; provided, however, no reduction shall be made if the Participant has completed thirty (30) years of Vesting Service.

Minimum Early Retirement Pension - The minimum Early Retirement Pension shall be equal to the minimum Normal Retirement Pension reduced by one-half of one percent (0.5%) for each complete or partial month that the Participant's actual retirement date precedes his Normal Retirement Date.

Disability Retirement Pension – Eligibility - A Disability Retirement Pension shall be granted to any disabled Participant of the Plan who at the time of his disability; (i) had earned ten (10) years

of Vesting Service; (ii) was an active Employee of the Employer; (iii) is found by the Trustees to be unable to engage in any substantially gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of long, continued and indefinite duration; and (iv) applies for and is determined to be eligible to receive Social Security Disability benefits. In the determination of disability, the Trustees may establish rules which are uniformly and consistently applied to all Participants in similar circumstances.

Disability Retirement Pension – Amount - The amount of the Participant's Disability Retirement Pension shall be the Participant's accrued pension benefit based on Credited Service and Compensation earned as of the date of disability.

Disability Retirement Pension – Period of Payment - The Disability Retirement Pension shall commence as of the first of the month coincident with or next following the date he satisfies all the eligibility requirements described above and shall continue in equal monthly installments. The Trustees may verify by medical examination at any time whether a Participant who is receiving a Disability Retirement Pension benefit has ceased to be totally and permanently disabled. If any such Participant should refuse to permit such examination, such refusal shall be justification for the discontinuance of his benefits under this section. If it is determined that total and permanent disability no longer exists, the Participant may be employed by the Employer and upon such reemployment, shall be credited with the years of Continuous Service, Credited Service and Vesting Service which he had earned to the date he absented himself from the employment of the Employer due to the disability; provided, however, the benefits to which he may become entitled to thereafter under the Plan shall be reduced by the Actuarial Equivalent of the disability payment received hereunder.

Deferred Vested Retirement Pension – Eligibility - A Participant shall be entitled to a Deferred Vested Retirement Pension upon attaining Normal Retirement Age if he has completed at least five Years of Vesting Service. Any Participant of the Plan who ceases to be an Employee for reasons other than death or disability, prior to becoming eligible for a Normal Retirement Pension or an Early Retirement Pension, and who is ineligible to receive a Deferred Vested Retirement Pension shall be ineligible to receive any benefit from the Plan, except for Withdrawal Benefits or Top-Heavy benefits, if applicable.

Deferred Vested Retirement Pension – Amount - The amount of the Deferred Vested Retirement Pension shall be the Participant's accrued pension benefit based on Credited Service and Compensation earned as of the date of termination of employment. A Participant who terminates employment with the Employer may elect to have benefit payments commence on his Normal Retirement Date or on the first of any month following or coinciding with his sixtieth (60th) birthday. A Participant who elects to have benefit payments commence prior to his Normal Retirement Date shall have the amount determined above reduced by one-half of one percent (0.5%) for each month his Annuity Starting Date precedes his Normal Retirement Date.

Pre-Retirement Death Benefit – Eligibility - If a Participant dies prior to termination of employment but after completing five (5) years of Vesting Service, the Surviving Spouse of the deceased Participant shall be entitled to a death benefit in the form of a Survivor's Pension as provided below. In the event the eligible Participant is not survived by a Spouse eligible to receive a benefit under the Plan, the surviving children of the Participant shall be eligible to

receive the Survivor's Pension. For the purpose of this benefit, children of the Participant shall only mean the surviving natural issue and adopted children of the Participant under Age of eighteen (18) if not a full-time student, under Age twenty-three (23) if a full-time student, or institutionalized on the date of the Participant's death. If the eligible Participant dies without a Surviving Spouse or child eligible to receive a Survivor's Pension, his designated Beneficiary shall be entitled to a Lump Sum Death Benefit as provided below. The designated Beneficiary of each other Participant who dies prior to his Annuity Starting Date shall receive a Withdrawal Benefit as provided below.

Survivor's Pension - The amount of the Survivor's Pension shall be equal to fifty percent (50%) of the Participant's Accrued Benefit. In the event the benefit amount is payable to eligible children of the Participant, the amount determined above shall be allocated in equal shares to the eligible children surviving on the date of the benefit payment being made. The Survivor's Pension shall commence as of the first of the month following the Participant's death and shall continue in monthly installments through the month in which the Spouse dies. In the absence of a Spouse eligible to receive the Survivor's Pension, the Survivor's Pension payable to the Participant's children shall commence on the first day of the month following the death of the Participant, and shall continue through the first of the month in which the last of the surviving children of the Participant attains Age eighteen (18), or Age twenty-three (23) if a full-time student, or ceases to be institutionalized if such child had been institutionalized on the date of the Participant's death. If an applicable law or regulations limits the number of years over which a Survivor's Pension may be paid, at the end of such period, monthly payments shall cease and a lump sum of Actuarial Equivalent value to the remaining unpaid payments shall be paid to the eligible survivor(s). In no event shall the total payments under this Section be less than the Lump Sum Death Benefit provided below.

Lump Sum Death Benefit - The amount of the Lump Sum Death Benefit shall be equal to two (2) times the Withdrawal Benefit as determined below. Such Lump Sum Death Benefit shall be paid to the designated Beneficiary within ninety (90) days of the date of death of the Participant. In lieu of a Lump sum Death Benefit, the designated Beneficiary may elect to receive a life period certain pension for a period of not more than ten (10) years which shall be the Actuarial Equivalent of the Lump Sum Death Benefit and shall commence as of the first of the month following the Participant's death.

Withdrawal Benefit – Eligibility - Each Participant of the Plan who ceases to be an Employee for reasons other than death or disability, prior to becoming eligible for a Normal Retirement Pension or Late Retirement Pension shall receive a Withdrawal Benefit. Each other Participant who ceases to be an Employee for reasons other than death or disability prior to becoming eligible for a pension commencing within one (1) month of the date he ceases to be an Employee, may elect to receive a Withdrawal Benefit. The designated beneficiary of an active Participant or of a Participant entitled to a Deferred Vested Retirement Pension who has not previously elected a Withdrawal Benefit who dies prior to his actual retirement date without being covered under the provisions regarding the Survivor's Pension will receive a Withdrawal Benefit.

Withdrawal Benefit – Amount - The amount of the Withdrawal Benefit shall be the Participant's Required Employee Contributions plus Credited Interest thereon to the date the Withdrawal Benefit is paid.

Effect of Withdrawal Benefit on Other Benefits - If a Participant who is eligible for a Deferred Vested Retirement Pension elects to receive a Withdrawal Benefit, his Deferred Vested Retirement Pension will be reduced by the Employee Paid Benefit defined below. If the Employee Paid Benefit is greater than the Deferred Vested Retirement Pension, then the Participant shall cease to be a Participant of the Plan. Notwithstanding the language of the preceding sentence, if the Participant has accrued a minimum benefit for any year in which the Plan was Top-Heavy, this Minimum Annual Retirement Benefit shall not be reduced by the Employee Paid Benefit and the Participant will remain a Participant in this Plan.

Employee Paid Benefit - The Employee Paid Benefit shall mean the benefit that can be provided by Required Employee Contributions. The Employee Paid Benefit commencing at the Participant's Normal Retirement Date under the normal form shall be determined by adding interest at the rate of five percent (5%) per annum to the Participant's Required Employee Contribution account (including accrued Credited Interest thereon) from the date of determination to his Normal Retirement Date and multiplying the result by one-tenth (0.10). The resulting Employee Paid Benefit made payable at other ages or in other optional forms shall be the Actuarial Equivalent of the Employee Paid Benefit payable at the Participant's Normal Retirement Date under the normal form.

Repayment of Withdrawal Benefit - Any Participant who received a Withdrawal Benefit upon termination of employment and is subsequently rehired by the Employee and is eligible for Reinstated Service, may repay his Withdrawal Benefit with interest at the rate of five percent (5%) compounded annually within the end of a period of two (2) consecutive one-year breaks in service and thereby restore his rights to any benefits accrued during his prior period of participation in the Plan which were forfeited upon the Participant's termination of employment.

Automatic Form of Pension - The provisions of Section 7.1 of the Base Plan with respect to automatic payment forms shall apply to all Participants covered by this Appendix, and shall continue to apply after January 1, 2015. Any provisions herein set forth regarding distributions must take into account the provisions of Section 7.1 of the Base Plan.

Normal Form of Pension - The normal form of pension for a Participant eligible for a Normal, Late, Early, Disability or Deferred Vested Retirement Pension shall be a pension payable monthly for the life of the Participant continuing through the month in which the Participant dies. Upon the death of a Participant receiving the normal form of pension, his designated beneficiary or beneficiaries shall receive, in a lump sum, the amount of the Participant's contributions to the Plan, together with Credited Interest, which are in excess of the total benefit payments paid to the Participant.

Optional Forms of Pension - In lieu of any other form of pension, a Participant may elect, at the time and in the manner prescribed by the Trustees, to receive a pension of Actuarial Equivalent value in accordance with any of the following options.

- (a) A joint and contingent survivor pension providing for an actuarially adjusted pension payable to and during the lifetime of the retired Participant with the provision that following his death after his benefit commencement date, such adjusted pension shall continue to be paid to and during the lifetime of the Participant's spouse at the same rate or at the rate of two-thirds (2/3rds) or one-half (1/2) of his adjusted pension.
- (b) A life period certain pension providing for an actuarially adjusted pension payable to and during the lifetime of the retired Participant with the provision that, in the event the Participant shall die before he shall have received payment of such adjusted pension for a period of one hundred twenty (120) months or one hundred eighty (180) months ("Select Period"), as selected by the Participant, after his death such adjusted pension shall continue for the remainder of said Select Period to the Participant's designated Beneficiary as he shall nominate by written designation filed with the Trustees. If the Participant's designated Beneficiary dies before payment of all payments provided in this option, payment will be made to the Participant's estate.
- (c) Any other option including a single lump sum payment (except an "interest only" option); provided, however, that such option is approved by the Trustees; and, provided further, that such option provides for equal or decreasing installments (payable not less frequently than annually) and does not provide for a certain period longer than the life expectancy of the last to die of the Participant or his spouse.

In no event, however, shall the actuarial value (determined as of the Benefit Commencement Date) of the benefits payable following the death of a Participant to a person other than the Participant's spouse equal or exceed fifty percent (50%) of the actuarial value of the pension payable to the Participant.

Appendix XV – Baltimore Severance Plan Participants

CLOSED GROUP – November 1, 2004

The provisions of this Appendix XV apply to participants in the Severance Pay Program of the Baltimore Regional Joint Board, Amalgamated Clothing Workers of America (the "Baltimore Severance Plan") prior to November 1, 2004. Employees hired after November 1, 2004 shall be covered under the Base Plan provisions. The Baltimore Severance Plan was merged into the Plan on November 1, 2004 and all participants in the Baltimore Severance Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix XV, the terms of this Appendix XV will control with respect to Participants covered by this Appendix XV. References in this Appendix to the Baltimore Severance Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XV, it is intended that the Plan and this Appendix XV be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Baltimore Severance Plan as of October 31, 2004 shall not be decreased as a result of the merger of the Baltimore Severance Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to November 1, 2004.

The following definitions shall apply for purposes of this Appendix XV:

"Affiliated Employer" – Shall mean the Amalgamated Clothing Workers of America, a local union or joint board with Amalgamated Clothing Workers of America, The Amalgamated Bank of New York, The Amalgamated Life Insurance Company, The Amalgamated Insurance Fund, or any other fund which is created or exists for the benefit of Amalgamated Clothing Workers of America, its members and any corporation the majority stock of which is held by or for the benefit of Amalgamated Clothing Workers of America, its members or any local union or joint board affiliated with Amalgamated.

"Age" – Shall mean age at last birthday.

"Break in Service" - Occurs during a twelve (12) consecutive month period, beginning on a Severance from Service Date and ending on the first anniversary of such date, during which the Employee fails to receive at least one (1) Hour of Service. For the purpose of determining a Break in Service, service as a Leased Employee shall be treated as service with the Joint Board.

"Compensation" - The term "Compensation" as used herein shall mean an Employee's earned income, wages and other amounts received for personal services actually rendered in the course of employment with an Employer. Amounts included as Compensation are those actually paid or made available to a Participant within the calendar year. Compensation shall also include elective deferrals within the meaning of Section 402(g) of the Code, and amounts excludible from gross income pursuant to an election by the Participant under Sections 125, 132(f)(4) and 457 of the Code. Effective January 1, 2011, Compensation does not include severance pay.

"Continuous Service" - Shall mean the Period of Service as an Employee commencing with the Participant's most recent date of employment with the Joint Board.

"Credited Future Service" - Shall mean the period of Continuous Service earned on or after January 1, 1980 during which a Participant made the Required Employee Contributions to the Plan. For this purpose, a Participant shall receive a full month's Credited Future Service for any month he made the Required Employee Contributions.

"Credited Past Service" - Shall mean the sum of (i) the period of Continuous Service earned prior to January 1, 1967 as an Employee, plus (ii) the period of Continuous Service earned from January 1, 1967 through December 31, 1979 during which the Participant made the Required Employee Contributions to the Plan. For this purpose, a partial calendar month's service shall be treated as a full month of Credited Service.

"Credited Service"

- (a) Shall mean the sum of Credited Future Service, Credited Past Service, Prior Industry Service and Reinstated Service.
- (b) Service in uniformed service of the United States shall be counted as service under this Plan for all purposes, including benefit accrual, vesting, and participation, provided that all of the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA), or applicable prior federal veteran's reemployment rights laws, are satisfied. Generally such requirements relate to advance notice of such service to the employer, application for employment in covered employment within the required time limits, the furnishing of documentation of such service, and an honorable discharge or satisfactory completion of service.
- (c) An aggregate minimum of five years of service or less shall be granted for service in the uniformed services, unless extended service is required as part of an Employee's initial period of obligation or, if the service is otherwise involuntarily extended, such as during a war or operations mission.

"Joint Board" – The Baltimore Regional Joint Board, Amalgamated Clothing Workers of America.

"Normal Retirement Age"

- (a) For any Participant who has not completed one hour of service on or after January 1, 1989, Normal Retirement Age shall mean the later of (i) the Participant's sixty-fifth (65th) birthday and (ii) the tenth (10th) anniversary of his date of participation in the Plan or the completion of ten (10) years of Vesting Service, whichever is earlier.
- (b) For any Participant who completes one hour of service on or after January 1, 1989, Normal Retirement Age shall mean the later of (i) the Participant's sixty-fifth (65th) birthday, and (ii) the fifth (5th) anniversary of his date of participation

in the Plan or the completion of five (5) years of Vesting Service, whichever is earlier.

"Period of Service" - Shall mean the period of time commencing with the Employee's most recent date of employment and ending on the Severance from Service Date.

"Period of Severance" - Shall mean the period of time commencing on the Severance from Service Date and ending on the date on which the Employee again receives one (1) Hour of Service.

"Prior Industry Service" - Shall mean, for a Participant with at least ten (10) years of Continuous Service, the period of employment within the industry prior to becoming an Employee of the Joint Board up to a maximum of ten (10) years.

"Reinstated Service" - Shall mean, for a former Employee who terminates his employment with the Joint Board after January 1, 1976, who again becomes an Employee after incurring a Break-in-Service, and who completes a one (1) year Period of Service after again becoming an Employee, all Credited Service credited on his behalf at the time of his earlier termination of employment provided one of the following conditions is satisfied:

- (a) the Participant was entitled to a Deferred Vested Retirement Pension at the time of his Break-in-Service;
- (b) the Participant's Period of Severance did not equal or exceed his prior Vesting Service;
- (c) (i) the Participant's Break-in-Service commenced after December 31, 1984; and (ii) the Participant's Period of Severance did not equal or exceed five (5) years; or
- (d) (i) the Participant's Break-in-Service commenced before January 1, 1985; (ii) the Participant returned to employment on or after January 1, 1985; (iii) the Participant would have been entitled to Reinstated Service if he had returned to employment on December 31, 1984; and (iv) the Participant's Period of Severance did not equal or exceed five (5) years.

Except for eligibility and vesting, a former Employee who received the full value of his nonforfeitable benefits upon his earlier termination of employment will not be entitled to Reinstated Service unless he repays the entire amount of his distribution together with interest at the rate of five percent (5%) compounded annually, to the Trustees within two (2) years of the date he again becomes an Employee.

"Severance from Service Date" - Shall mean the earlier of:

- (a) the date on which an Employee quits, is discharged, retires or dies; and
- (b) the first anniversary of the commencement of a period during which an Employee takes an approved Leave of Absence. In the case of military service, the Severance from Service Date shall be the ninetieth (90th) day following his

release from military service or such longer period during which his employment rights are protected by law.

"Vesting Service" - Shall mean the sum of the Employee's (i) Credited Service; and (ii) any Period of Severance of a duration of less than twelve (12) months. For this purpose, twelve (12) months of Vesting Service, whether or not continuous, shall constitute a year of Vesting Service. In determining the number of years of Vesting Service, service with a predecessor organization of the Joint Board and/or an Affiliated Employer to a maximum of five (5) years, shall be credited. For purposes of determining Vesting Service, Service as a Leased Employee shall be treated as service with the Joint Board.

Where inconsistent with the terms of the Base Plan, the following provisions shall be applied to Participants covered by this Appendix XV in lieu of, or in addition to, as appropriate, the provisions of the Base Plan.

Required Employee Contributions - Each Participant shall contribute for the benefits provided for him under this Plan, at the rate of three and one-half percent (3½%) of his annual Compensation. The above notwithstanding, effective January 1, 2007, employee contributions are neither required nor permitted.

Normal and Late Retirement Pension - The annual Normal and Late Retirement Pension benefit payable to an eligible Participant shall be equal to two and one-half percent (2½%) of the Participant's average annual Compensation received during the three (3) consecutive calendar years out of the ten (10) calendar years prior to or including his termination of employment which produces the highest average, or if the Participant has fewer than three (3) complete calendar years of employment with the Joint Board, the average annual Compensation received from the Joint Board during all complete calendar years prior to his termination of employment, multiplied by the Participant's years of Credited Service; provided, however, that in no event shall such sum exceed seventy-five (75%) of the Participant's average annual Compensation received during the three (3) consecutive calendar years out of the ten (10) calendar years prior to termination of employment which produces the highest average. Notwithstanding the foregoing, in the case of a Participant who would have been entitled to an Early Retirement Pension as provided below if he had retired early, in no event shall his Normal Retirement Pension be less than the largest Early Retirement Pension to which he would have been entitled. A Participant shall be mandatorily retired upon attainment of Age seventy (70).

Minimum Normal and Late Retirement Pension - The minimum Normal Retirement Pension shall be equal to a monthly benefit of fifty dollars (\$50) provided the Participant has completed ten (10) years of Credited Service, and shall be increased by five dollars (\$5) per month for each additional year of Credited Service, to a maximum of one hundred dollars (\$100).

Early Retirement Pension – Eligibility - An Early Retirement Pension shall be granted to each Participant of the Plan who ceases to be an Employee of the Joint Board or any Affiliated Employer prior to becoming eligible to receive a Normal Retirement Pension but on or after the date the Participant either: (i) completes thirty (30) years of Vesting Service; or (ii) both attains age fifty-five (55) and completes ten (10) years of Vesting Service.

Early Retirement Pension – Amount - The monthly Early Retirement Pension shall be the Participant's Accrued Benefit determined in accordance with the Normal Retirement Pension formula based on Credited Service and Compensation earned as of the date of termination of employment. A Participant who terminates employment with the Joint Board may elect to have benefit payments commence on his Normal Retirement Date or on the first of any month following or coinciding with his fifty-fifth (55th) birthday. A Participant who elects to have benefit payments commence prior to his sixty-second (62nd) birthday shall have the amount determined above reduced by one-half of one percent (0.5%) for each complete or partial month that the Participant's actual retirement date precedes his Normal Retirement Date; provided, however, that no reduction shall be made if (a) the sum of the Participant's attained Age and Vesting Service is at least seventy (70) and the Employee has attained age fifty-five (55) and completed ten (10) years of Vesting Service or (b) the Participant has completed thirty (30) years of Vesting Service.

Minimum Early Retirement Pension - The minimum Early Retirement Pension shall be equal to the minimum Normal Retirement Pension reduced by one-half of one percent (0.5%) for each complete or partial month that the Participant's actual retirement date precedes his Normal Retirement Date; provided, however, that no reduction shall be made if the Participant has completed thirty (30) years of Vesting Service.

Disability Retirement Pension – Eligibility - A Disability Retirement Pension shall be granted to any disabled Participant of the Plan who at the time of his disability; (i) had earned ten (10) years of Vesting Service; (ii) was an active Employee of the Joint Board; (iii) is found by the Trustees to be unable to engage in any substantially gainful activity by reason of a medically determinable physical or mental impairment which can be expected to result in death or to be of long, continued and indefinite duration; and (iv) applies for and is determined to be eligible to receive Social Security Disability benefits. In the determination of disability, the Trustees may establish rules which are uniformly and consistently applied to all Participants in similar circumstances.

Disability Retirement Pension – Amount - The amount of the Participant's Disability Retirement Pension shall be the Participant's Accrued Benefit based on Credited Service and Compensation earned as of the date of disability.

Disability Retirement Pension – Period of Payment - The Disability Retirement Pension shall commence as of the first of the month coincident with or next following the date he satisfies all the eligibility requirements described above and shall continue in equal monthly installments. The Trustees may verify by medical examination at any time whether a Participant who is receiving a Disability Retirement Pension benefit has ceased to be totally and permanently disabled. If any such Participant should refuse to permit such examination, such refusal shall be justification for the discontinuance of his benefits under this section. If it is determined that total and permanent disability no longer exists, the Participant may be employed by the Joint Board and upon such reemployment, shall be credited with the years of Continuous Service, Credited Service and Vesting Service which he had earned to the date he absented himself from the employment of the Joint Board due to the disability; provided, however, the benefits to which he may become entitled to thereafter under the Plan shall be reduced by the Actuarial Equivalent of the disability payment received hereunder.

Deferred Vested Retirement Pension – Eligibility - A Participant shall be entitled to a Deferred Vested Retirement Pension upon attaining Normal Retirement Age if he has completed at least five Years of Vesting Service. Any Participant of the Plan who ceases to be an Employee for reasons other than death or disability, prior to becoming eligible for a Normal Retirement Pension or an Early Retirement Pension, and who is ineligible to receive a Deferred Vested Retirement Pension shall be ineligible to receive any benefit from the Plan, except for Withdrawal Benefits or Top-Heavy benefits, if applicable.

Deferred Vested Retirement Pension – Amount - The amount of the Deferred Vested Retirement Pension shall be the Participant's Accrued Pension Benefit based on Credited Service and Compensation earned as of the date of termination of employment. A Participant who terminates employment with the Joint Board may elect to have benefit payments commence on his Normal Retirement Date or on the first of any month following or coinciding with his fifty-fifth (55th) birthday. A Participant who elects to have benefit payments commence prior to his Normal Retirement Date shall have the amount determined above reduced by one-half of one percent (0.5%) for each month his Benefit Commencement Date precedes his Normal Retirement Date.

Pre-Retirement Death Benefit – Eligibility - If a Participant dies prior to termination of employment but after completing five (5) years of Vesting Service, the Surviving Spouse of the deceased Participant shall be entitled to a death benefit in the form of a Survivor's Pension as provided below. In the event the eligible Participant is not survived by a Spouse eligible to receive a benefit under the Plan, the surviving children of the Participant shall be eligible to receive the Survivor's Pension. For the purpose of this benefit, children of the Participant shall only mean the surviving natural issue and adopted children of the Participant under Age of eighteen (18) if not a full-time student, under Age twenty-three (23) if a full-time student, or institutionalized on the date of the Participant's death. If the eligible Participant dies without a Surviving Spouse or child eligible to receive a Survivor's Pension, his designated Beneficiary shall be entitled to a Lump Sum Death Benefit as provided below. The designated Beneficiary of each other Participant who dies prior to his Benefit Commencement Date shall receive a Withdrawal Benefit as provided below.

Survivor's Pension - The amount of the Survivor's Pension shall be equal to fifty percent (50%) of the Participant's Accrued Benefit. In the event the benefit amount is payable to eligible children of the Participant, the amount determined above shall be allocated in equal shares to the eligible children surviving on the date of the benefit payment being made. The Survivor's Pension shall commence as of the first of the month following the Participant's death and shall continue in monthly installments through the month in which the Spouse dies. In the absence of a Spouse eligible to receive the Survivor's Pension, the Survivor's Pension payable to the Participant's children shall commence on the first day of the month following the death of the Participant, and shall continue through the first of the month in which the last of the surviving children of the Participant attains Age eighteen (18), or Age twenty-three (23) if a full-time student, or ceases to be institutionalized if such child had been institutionalized on the date of the Participant's death. If an applicable law or regulation limits the number of years over which a Survivor's Pension may be paid, at the end of such period, monthly payments shall cease and a lump sum of Actuarial Equivalent value to the remaining unpaid payments shall be paid to the eligible survivor(s). In no event shall the total payments under this Section be less than the Lump Sum Death Benefit provided below.

Lump Sum Death Benefit - The amount of the Lump Sum Death Benefit shall be equal to two (2) times the Withdrawal Benefit as determined below. Such Lump Sum Death Benefit shall be paid to the designated Beneficiary within ninety (90) days of the date of death of the Participant. In lieu of a Lump Sum Death Benefit, the designated Beneficiary may elect to receive a life period certain pension for a period of not more than ten (10) years which shall be the Actuarial Equivalent of the Lump Sum Death Benefit and shall commence as of the first of the month following the Participant's death.

Withdrawal Benefit – Eligibility - Each Participant of the Plan who ceases to be an Employee for reasons other than death or disability, prior to becoming eligible for a Normal Retirement Pension or Late Retirement Pension shall receive a Withdrawal Benefit. Each other Participant who ceases to be an Employee for reasons other than death or disability prior to becoming eligible for a pension commencing within one (1) month of the date he ceases to be an Employee, may elect to receive a Withdrawal Benefit. The designated Beneficiary of an active Participant or of a Participant entitled to a Deferred Vested Retirement Pension who has not previously elected a Withdrawal Benefit who dies prior to his actual retirement date without being covered under the provisions regarding the Survivor's Pension will receive a Withdrawal Benefit.

Withdrawal Benefit – Amount - The amount of the Withdrawal Benefit shall be the Participant's Required Employee Contributions plus Credited Interest thereon to the date the Withdrawal Benefit is paid.

Effect of Withdrawal Benefit on Other Benefits - If a Participant who is eligible for a Deferred Vested Retirement Pension elects to receive a Withdrawal Benefit, his Deferred Vested Retirement Pension will be reduced by the Employee Paid Benefit defined below. If the Employee Paid Benefit is greater than the Deferred Vested Retirement Pension, then the Participant shall cease to be a Participant of the Plan. Notwithstanding the language of the preceding sentence, if the Participant has accrued a minimum benefit for any year in which the Plan was Top-Heavy, this Minimum Annual Retirement Benefit shall not be reduced by the Employee Paid Benefit and the Participant will remain a Participant in this Plan.

Employee Paid Benefit - The Employee Paid benefit shall mean the benefit that can be provided by Required Employee Contributions. The Employee Paid Benefit commencing at the Participant's Normal Retirement Date under the normal form shall be determined by adding interest at the rate of five percent (5%) per annum to the Participant's Required Employee Contribution account (including accrued Credited Interest thereon) from the date of determination to his Normal Retirement Date and multiplying the result by one-tenth (0.10). The resulting Employee Paid Benefit made payable at other ages or in other optional forms shall be the Actuarial Equivalent of the Employee Paid Benefit payable at the Participant's Normal Retirement Date under the normal form.

Repayment of Withdrawal Benefit - Any Participant who received a Withdrawal Benefit upon termination of employment and is subsequently rehired by the Employer and is eligible for Reinstated Service, may repay his Withdrawal Benefit with interest at the rate of five percent (5%) compounded annually within the end of a period of two (2) consecutive one-year breaks in service and thereby restore his rights to any benefits accrued during his prior period of

participation in the Program which were forfeited upon the Participant's termination of employment.

Automatic Form of Pension - The provisions of Section 7.1 of the Base Plan shall apply with respect to forms of payment to all Participants covered by this Appendix, and shall continue to apply after January 1, 2015. Any provisions herein set forth regarding distributions must take into account the provisions of Section 7.1 of the Base Plan.

Normal Form of Pension - The normal form of pension for a Participant eligible for a Normal, Late, Early, Disability or Deferred Vested Retirement Pension shall be a pension payable monthly for the life of the Participant continuing through the month in which the Participant dies. Upon the death of a Participant receiving the normal form of pension, his designated Beneficiary or Beneficiaries shall receive, in a lump sum, the amount of the Participant's contributions to the Plan, together with Credited Interest, which are in excess of the total benefit payments paid to the Participant.

Optional Forms of Pension - In lieu of any other form of pension, a Participant may elect, at the time and in the manner prescribed by the Trustees, to receive a pension of Actuarial Equivalent value in accordance with any of the following options.

- (a) A joint and contingent survivor pension providing for an actuarially adjusted pension payable to and during the lifetime of the retired Participant with the provision that following his death after his benefit commencement date, such adjusted pension shall continue to be paid to and during the lifetime of the Participant's Spouse at the same rate or at the rate of two-thirds (2/3rds) or one-half (1/2) of his adjusted pension.
- (b) A life period certain pension providing for an actuarially adjusted pension payable to and during the lifetime of the retired Participant with the provision that, in the event the Participant shall die before he shall have received payment of such adjusted pension for a period of one hundred twenty (120) months or one hundred eighty (180) months ("Select Period"), as selected by the Participant, after his death such adjusted pension shall continue for the remainder of said Select Period to the Participant's designated Beneficiary as he shall nominate by written designation filed with the Trustees. If the Participant's designated Beneficiary dies before payment of all payments provided in this option, payment will be made to the Participant's estate.
- (c) Any other option including a single lump sum payment (except an "interest only" option); provided, however, that such option is approved by the Trustees; and, provided further, that such option provides for equal or decreasing installments (payable not less frequently than annually) and does not provide for a certain period longer than the life expectancy of the last to die of the Participant or his Spouse.
- (d) In no event, however, shall the actuarial value (determined as of the Annuity Starting Date) of the benefits payable following the death of a Participant to a

person other than the Participant's Spouse equal or exceed fifty percent (50%) of the actuarial value of the pension payable to the Participant.

(e) Distribution may also be paid in the following manner:

- (1) Over the life of the Participant;
- (2) Over the life of the Participant and the designated Beneficiary;
- (3) Over a period certain not extending beyond the life expectancy of the Participant; and
- (4) Over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.

Appendix XVI – Local 169 Plan Participants

CLOSED GROUP – December 1, 2004

The provisions of this Appendix XVI apply to (i) participants in the Staff Retirement Plan of Local 169, Union of Needletrades, Industrial and Textile Employees (the "Local 169 Plan") prior to December 1, 2004 and to (ii) employees hired prior to December 1, 2004 who would have been eligible to join the Local 169 Plan in the future under the terms of the Local 169 Plan as in effect on December 1, 2004. Employees hired after December 1, 2004 shall be covered under the Base Plan provisions. The Local 169 Plan was merged into the Plan on December 1, 2004 and all participants in the Local 169 Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix XVI, the terms of this Appendix XVI will control with respect to Participants covered by this Appendix XVI. References in this Appendix to the Local 169 Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XVI, it is intended that the Plan and this Appendix XVI be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the Accrued Benefit of participants in the Local 169 Plan as of December 1, 2004 shall not be decreased as a result of the merger of the Local 169 Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to December 1, 2004.

The following definitions shall apply for purposes of this Appendix XVI:

"Average Salary" shall mean the average Salary rate received by a Participant during the highest consecutive two-year period preceding severance from employment.

"Credited Service" shall mean Service except for the following: if a Participant makes any portion of the required employee contribution, the Credited Service attributable to the period for which the contribution was made will be counted for Credited Service. Any period of service for which a Participant does not make any required contributions shall be disregarded for purposes of determining Credited Service.

"Employer" means the Union.

"Full Years" means the number of integral years, counting 6 months or more as one year and less than six months as zero years.

"Regular Benefit" or "Regular Annuity" means the form of benefit payable under the plan and is a straight lifetime annuity payable in equal monthly installments.

"Salary" with respect to any Participant means basic compensation rate paid by the Employer. Amounts contributed under this Plan and any nontaxable fringe benefits provided by the Employer shall not be considered as Salary. In addition, Salary shall include salary reduction contributions made on behalf of the Participant to a Code Sections 132(f)(4), 401(k), 125, 401(h)

or 403(b) Plan maintained by the Employer. The limitations found in the Base Plan document under the definition of Salary shall apply to the definition of Salary or compensation herein.

"Service" – a year of Service shall mean any Plan Year during which an Employee is credited with at least 1,000 Hours of Service.

"Union" means Local 169 and all Local 169 Affiliates. For the purposes of this Plan, "Local 169 Affiliates" shall mean the Amalgamated Washable Clothing, Sportswear and Allied Industries Insurance Fund and the Vacation and Holiday Fund of Washable Clothing, Sportswear and Novelty Workers Union, Local 169 of UNITE HERE.

The following special provisions shall apply to Participants covered by the terms of this Appendix XVI. Unless otherwise indicated, Section references refer to the corresponding section in the Local 169 Plan.

For purposes of determining Service and Credited Service credit shall be provided if the Eligible Employee makes payment of all required contributions. Provided, however, an Eligible Employee who was excluded from participating in the Plan prior to January 1, 1988, because they were not eligible because of the maximum age restriction, shall be permitted to obtain credit for Service prior to January 1, 1988, if the Eligible Employee makes the payment of all such required contributions. Effective January 1, 1997, Participants shall not be required nor permitted to make contributions to the Plan.

Where inconsistent with the terms of the Base Plan, pension amounts shall be determined pursuant to the following Sections XVI4.1 through XVI4.2:

- XVI4.1 Each Participant may elect to retire from employment with the Employer prior to his Normal Retirement Date if he has attained the age of 55 and completed 10 Years of Service.
- XVI4.2 A Participant who has completed at least 15 Years of Credited Service, at any age and who suffers a physical or mental disability while he is employed by the Employer which, in the opinion of a physician designated by the Trustees, is permanent and prevents him from performing his duties shall be retired on the first day of the month following such disability and thereupon commence to receive a Regular Annuity determined in accordance with the provisions of Section XVI5.1 except that an additional 7 years of Credited Service shall be provided (to a maximum total of 31). The Trustees shall have the right from time to time to examine a Participant receiving a disability benefit to determine if the disability is permanent and prevents him from performing his duties.

Where inconsistent with the terms of the Base Plan, pension amounts shall be determined pursuant to the following Sections XVI5.1 through XVI5.6:

- XVI5.1 The annual amount of the Regular Annuity payable to a Participant commencing at retirement, shall be equal to 2.75% of his Average Salary multiplied by his Credited Service (not to exceed 31 years). The Regular Annuity of the Participants who were

active Employees of the Employer on January 1, 1997, shall upon retirement, be 104% of the otherwise computed amount.

XVI5.2 Section XVI5.1 notwithstanding, in no event shall the annual Regular Annuity be less than the sum of (i) the annuity which is the Actuarial Equivalent of the Participant's Accumulated Contributions (assuming they are not withdrawn) based on the Participant's age in years and completed months as of the benefit commencement plus (ii) \$60 times Credited Service (not to exceed 7 years for this purpose).

XVI5.3 If a Participant retires under Section XVI4.1 of the Plan, the amount of the Regular Benefit to which he is entitled, commencing at his Normal Retirement Date, is determined pursuant to the formula in Section XVI5.1.

At the Participant's request a benefit may become payable on any date between his retirement date and his Normal Retirement Date. Such reduced benefit shall be the Regular Benefit determined pursuant to Section XVI5.1 multiplied by a percentage equal to (a) 100% minus (b) 2.0% multiplied by the number of Full Years that the benefit commencement precedes his Normal Retirement Date. If the Participant has 30 or more Years of Credited Service, no reduction for early commencement shall apply.

XVI5.4 Section XVI5.3 notwithstanding, in no event shall the annual Regular Annuity be less than the sum of (i) annuity which is the Actuarial Equivalent of the Participant's Accumulated Contributions as of the Annuity Starting Date based on the Participant's age in years and completed months as of the Annuity Starting Date plus (ii) \$60 times Credited Service (not to exceed 7 years for this purpose), multiplied by a percentage equal to (a) 100% minus (b) 2.0% multiplied by the number of Full Years that the benefit commencement precedes his Normal Retirement Date.

XVI5.5 If a Participant's employment with the Employer continues after his Normal Retirement Date, the amount of his Accrued Benefit shall be the benefit determined in accordance with Section XVI5.1 on the basis of his Credited Service and his Average Salary as of his date of termination of employment. Any payments received by an active Participant prior to his termination of employment shall offset on an Actuarial Equivalent basis the benefit determined under this Section XVI5.5, such benefit to be redetermined annually to reflect additional accruals due to active participation; however, in no event shall a Participant's redetermined benefit be less than the benefit which he was receiving immediately prior to the redetermination.

XVI5.6 If a Participant's employment relationship with the Union terminates for any reason such that he ceases to be a Participant in the Plan, before he is eligible for normal retirement or early retirement but after he has completed five Years of Service, he shall be vested in an annuity commencing at his Normal Retirement Date based on his Accrued Benefit determined pursuant to Section XVI5.1 or XVI5.2 as of his date of termination, or as provided in Appendix I, Section I-5.9. A Participant who is entitled to a vested annuity may elect, by filing a written application with the Trustees, to commence receiving a reduced annuity on the first day of any month after he has

reached the age of 55. Such reduced annuity shall be the annuity determined pursuant to Section XVI5.1 multiplied by a percentage equal to 100% minus 6% a year for each Full Year that the date of commencement precedes the Normal Retirement Date, but in no event less than that provided in Section XVI5.4.

The following provisions apply to Participants covered by this Appendix and supersede the provisions in Sections Six and Seven of the Base Plan with respect to such Participants.

XVI8.1 Any Participant who is married shall be provided with information regarding his entitlements under subsections (a) and (b) below:

- (a) The Surviving Spouse of a married vested Participant shall be entitled to a Surviving Spouse benefit which shall be in the event of death of the Participant prior to his Annuity Starting Date in accordance with the rules and procedures set forth in Section XVI8.3.
- (b) A married Participant is given the option to waive the normal form of benefit payment at retirement, by electing to receive payment in the form of a single life annuity in lieu of a Qualified Joint and Survivor Annuity, in accordance with the rules and procedures set forth in Section XVI8.4.
- (c) All of the provisions of this Section XVI8, regarding the entitlements described above, shall apply to the Participant's entire Accrued Benefit under the Plan, including his Accumulated Contributions.

XVI8.2 The Trustees shall provide to a Participant, before he makes any election with regard to Section XVI8.1, a written explanation of:

- (a) The terms and conditions of the Qualified Joint and Survivor Annuity;
- (b) The Participant's right to make an election to waive the Qualified Joint and Survivor Annuity, and the effect of such election;
- (c) The rights of the Participant's Spouse with respect to any election to waive the Qualified Joint and Survivor Annuity; and
- (d) The right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity.

XVI8.3 (a) In accordance with Section XVI8.1(a), the amount of the Qualified Pre-Retirement Survivor Annuity is:

- (1) If the Participant's death occurs on or after the date on which the Participant attains age 55, survivor annuity payments shall commence on the Participant's Normal Retirement Date and shall be made to the Participant's Surviving Spouse for the then remaining lifetime of the Surviving Spouse. The Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as

of the first day of any month after the Participant's death but prior to his Normal Retirement Date, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his death, elected to commence receiving his benefit under the benefit option selected under Section XVI8.4, and died on the next day, as follows:

- (i) If the Participant meets the requirements of Section XVI4.2 at date of death then the survivor annuity payment shall equal 50% of the amount of pension which would have been payable to the Participant under the provisions of Section XVI5.2 if the Participant had retired on the day before death and pension payments had then commenced assuming coverage under Section XVI8.4(g).
 - (ii) If the Participant does not meet the requirements of Section XVI4.2 at date of death then the survivor annuity payment shall equal 50% of the amount of pension payable to the Participant under the provisions of Section XVI5.6, assuming coverage under Section XVI8.4(g) and assuming pension payments commence at the date of death.
- (2) If the Participant's death occurs before the Participant attains age 55, survivor annuity payments shall commence on the Participant's Normal Retirement Date and shall be made to the Surviving Spouse of the Participant for the then remaining lifetime of the Surviving Spouse in an amount equal to 50% of the amount of benefit which the Participant had accrued at the date of death in accordance with the formula in Section XVI5.1 assuming coverage under Section XVI8.4(g). The Surviving Spouse may, at any time after the Participant's death, elect to commence receiving an annuity for her life as of the first day of any month after both the Participant's death and the date on which he would have attained age 55 if he had lived, in which case the benefit to the Surviving Spouse will be equal to the amount of benefit to which such Surviving Spouse would have been entitled had the Participant retired on the day before his death, elected to commence receiving his benefit under the benefit option selected under Section XVI8.4, and died on the next day.
- (3) In addition to the foregoing, Section 7.1(e) of the Base Plan shall apply.
- (b) Section XVI8.3(a) notwithstanding, the Spouse of a Participant shall, in the event of the Participant's death after he has completed 15 or more Years of Service and prior to his retirement, be entitled to receive an annuity commencing on the first day of the calendar month following the Participant's death. Such annuity shall equal a percentage (as determined in accordance with Table A-1, at the end of this Appendix) of the amount which would have been payable to the Participant

commencing on the aforementioned date pursuant to Section XVI5.1 based on his Average Salary and Credited Service at his date of death, plus an additional seven Years (to a maximum of 31 in total). The provisions of this Section XVI8.3(b) are applicable only in the event that a joint annuity option is in effect (based on the terms and conditions of option elections as stated in Section XVI8.4(c) and (f)) at the date of the Participant's death.

- (c) Upon the death of the Surviving Spouse, the Participant's contingent Beneficiary shall be paid a lump sum distribution equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions account as of the Annuity Starting Date exceeds the aggregate benefit payments made to the Participant and the Spouse.

XVI8.4 The normal forms of benefit payment at retirement shall be:

- (a) **Life Annuity:** The normal form of payment for a single Participant is a benefit payable for his lifetime, as determined under Section XVI5.1, with no further payments beyond the month of his death.
- (b) **Qualified Joint and Survivor Annuity:**
 - (1) The normal form of payment for a married Participant is a Qualified Joint and Survivor Annuity which shall be equal to a percentage of the Regular Annuity as specified in Section XVI8.4(c) or XVI8.4(g) and payable in accordance with those Sections.
 - (2) Notwithstanding paragraph (1), no benefit shall be payable to a Participant's Spouse under this Section XVI8.4(b) unless the Participant and his Spouse were legally married throughout the 12-month period ending on the date of the Participant's death. If the Participant and his Spouse were not legally married for at least 12 months before the Annuity Starting Date, the normal form of payment nevertheless shall be a Qualified Joint and Survivor Annuity; however, if the Participant dies within 12 months after the date of his marriage, the form of payment shall revert to the normal form of payment in Section XVI8.4(a), and no benefit shall be payable to the Participant's Spouse except as otherwise provided in Section XVI8.5.
 - (3) An election not to take the Qualified Joint and Survivor Annuity shall be made on an appropriate election form filed with the Trustees no more than 90 days, and not less than 30 days, before the Annuity Starting Date, as specified by the Trustees. Such an election shall be effective only if accompanied by the written consent of the Participant's Spouse, witnessed by a Plan official or a notary public, acknowledging the effect of the designation and the specific non-Spouse Beneficiary, including any class of Beneficiaries or any contingent Beneficiary. Any consent of a Participant's Spouse shall be valid only with respect to that Spouse and

shall be irrevocable as to that Spouse. Any such election may be revoked in writing by the Participant without spousal consent at any time before the Annuity Starting Date. After such election is revoked, another such election may be made at any time before the Annuity Starting Date; however, any new election will require a new spousal consent. Spousal consent shall not be required if it can be established to the satisfaction of the Committee that the required consent cannot be obtained because there is no Spouse, the Spouse cannot be located, or there are other circumstances for which regulations do not require such consent.

- (4) Notwithstanding the foregoing, an Annuity Starting Date which is not at least 30 days after the written explanation described above was provided to the Employee will be permitted if the following conditions are satisfied: (i) the written explanation is provided to the Employee before the Annuity Starting Date, (ii) the written explanation explains that the Employee has the right to at least 30 days to consider whether to make an election regarding a form of benefit, (iii) the Employee is permitted to revoke such election at any time until the Annuity Starting Date, or if later, the end of the seven day period beginning on the day after the written explanation is provided, and (iv) distribution of benefits does not begin before the seven day period described above expires.
 - (5) The Trustees shall provide the written explanations described in Section XVI8.2 to each Participant.
 - (6) Payments under the Qualified Joint and Survivor Annuity shall begin on the Annuity Starting Date and shall end with the payment due as of the first day of the month in which occurs the death of the last person entitled to payments under the annuity.
- (c) In lieu of a Regular Annuity, a Participant may elect to receive a joint annuity. A joint annuity shall be payable to the annuitant during his life and, after his death, to his Spouse, if surviving, during her life. The amount of the monthly payments to an annuitant who has elected a joint annuity and to his Surviving Spouse, shall be computed by applying to the monthly Regular Annuity to which the annuitant would otherwise have been entitled, the percentage determined in accordance with Table A-1 annexed hereto at the end of this Appendix.
- (d) An election to receive a joint annuity and the designation of the type annuity elected (from those types provided in Table A-1, at the end of this Appendix) shall be made by the Participant by an instrument signed by him and filed with the Trustees at least six months prior to the date on which the Participant shall become eligible to receive, or commence receiving, any annuity payment under this Plan, or at least six months prior to death on or after the date that the Participant becomes eligible to receive any annuity payment under this Plan. As a condition of such election, the Trustees shall require proof satisfactory to it of the age of the Participant's Spouse. In the event that any election to receive a joint

annuity, filed or deemed filed, does not designate the type of joint annuity elected, the Participant shall be deemed to have designated Type C.

- (e) The election by a Participant to receive a joint annuity may be revoked or the type of joint annuity elected may be changed, only by an instrument signed by him and filed with the Trustees at least six months prior to the date on which the Participant shall become eligible to receive, or commences receiving, any annuity payment under this Plan. Such instrument of revocation or change shall not be effective until one year after it is filed and unless the Participant and his Spouse are both living at the end of said one year. No election or revocation or change shall require the consent of the Participant's Spouse, if another joint annuity option with the Participant's Spouse as the annuitant is elected. However, if a single life annuity is elected, the consent of the Participant's Spouse shall be required.
- (f) Notwithstanding the provisions of Sections XVI8.4(c) and XVI8.4(d) the Surviving Spouse of any annuitant or Participant electing a joint annuity shall not be eligible to receive such annuity unless married to such annuitant or Participant for at least five (5) years prior to the earliest date: (i) of his severance, or (ii) of his retirement under the Plan, or (iii) of his death during the period provided in Section XVI8.3(b).
- (g) Automatic Post-Retirement Surviving Spouse Option

The provisions of this Section XVI8.4(g) are applicable only to those Participants not covered by the joint annuity benefits described in Sections XVI8.4(c) through XVI8.4(f) above. Subject to the conditions hereinafter set forth in this Section XVI8.4(g), if a Participant shall be married for at least one year at the Annuity Starting Date, the amount of each such annuity payment which would otherwise be payable to such Participant shall be reduced to be the Actuarial Equivalent of the Regular Annuity and if the Participant's Spouse shall survive him, an annuity shall be payable under the Plan to the Spouse during such Spouse's remaining lifetime after the Participant's death in an amount equal to 50% of his reduced annuity payment.

XVI8.5 The other Death Benefits shall be:

- (a) Upon participation in the Plan, a Participant shall designate a Beneficiary on the appropriate form.
- (b) In the event of the death of a Participant prior to retirement who is not eligible for the Surviving Spouse benefit in Section XVI8.3, his designated Beneficiary is entitled to the amount specified in Section XVI8.3(c), paid in accordance with Section XVI8.4. If a Beneficiary has not been designated, the amount shall be paid to (i) the Surviving Spouse, or (ii) if none, then to the surviving children in equal shares, or (iii) if none, to his estate.

- (c) Upon the death of a Participant (and of his Spouse, if a Qualified Joint and Survivor Annuity is in effect) after his Annuity Starting Date, his Beneficiary shall be entitled to receive a lump sum payment equal to the amount, if any, by which the balance in the Participant's Accumulated Contributions Account as of the Annuity Starting Date exceeds one-half of the aggregate benefit payments made to the Participant and, if applicable, his Spouse.
- (d) Notwithstanding any other provisions of this Section to the contrary, if payment of retirement benefits to a Participant has not commenced before his death, the entire death benefit payable hereunder shall be distributed by the December 31 coinciding with or next following the fifth anniversary of the Participant's death. However, if distribution of the survivorship benefit is to be made to a surviving Beneficiary over the life of such Beneficiary and the distribution begins by the December 31 coinciding with or next following the first anniversary of the Participant's death, benefits may be distributed over a period of longer than five years. In the event that the Participant's Spouse is his Beneficiary, the requirement that the distribution commence within one year of a Participant's death shall not apply, although the distribution must commence no later than April 1st following the calendar year in which the deceased Participant would have attained age 70 1/2.
- (e) In addition to the forms of payment set forth in this Appendix XVI, Participants covered under this Appendix XVI shall be eligible for the optional form of payment set forth in Section 7.2(b) of the Base Plan.

XVI8.9 Accumulated Contributions:

A Participant who is entitled to benefits under this Appendix may elect to receive a lump sum payment of his Accumulated Contributions, referred to hereinafter as a "refund", in lieu of the normal form of benefit in accordance with Section XVI8.4. On the date as of which such refund is paid (hereinafter referred to as the "refund date"), the benefit to which he would otherwise be entitled under this Section XVI-Eight shall be reduced by the Actuarial Equivalent of the Accumulated Contributions.

TABLE A-1 - JOINT ANNUITIES - Percentage of Monthly Annuity When Joint Annuity is Elected – For Purposes of this Appendix XVI:

(1) Type of <u>Joint Annuity</u>	(2) To <u>Annuitant</u>	(3) To His <u>Surviving Spouse</u>
A	90%	Same as payable to annuitant
B	95%	75% of amount payable to annuitant
C	100%	50% of amount payable to annuitant

Appendix XVII – John Kenneally OEL Plan Participants

The provisions of this Appendix XVII apply to participants in the John Kenneally OEL Plan (previously known as the Officers and Employees of the Locals of the Hotel Employees and Restaurant Employees International Union Pension Plan) prior to December 31, 2004, and unless an Employer covered under this Appendix elects the Base Plan provisions (with correspondingly higher contribution rates), such Employer's Employees hired after December 31, 2004 are covered under this Appendix XVII as well. See the chart below for a listing of such employers and the effective date of the transition. All other former HERE IU locals who contribute to this Plan are covered under this Appendix. Employees of any employer who elects coverage under the Base Plan provisions shall accrue benefits under the Base Plan after the effective date of such election – benefits accrued prior to that transition date are payable under the terms of this Appendix XVII, except that service will count for eligibility and vesting purposes under both the Base Plan and this Appendix XVII. The John Kenneally OEL Plan was merged into the Plan on December 31, 2004 and all participants in the John Kenneally OEL Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix XVII, the terms of this Appendix XVII will control with respect to Participants covered by this Appendix XVII. References in this Appendix to the John Kenneally OEL Plan shall be deemed to refer as well to the provisions of this Appendix.

Local number	Transition Date
6	January 1, 2005
7	N/A
17	January 1, 2008
21	January 1, 2005
23	N/A
24	January 1, 2008
25	February 1, 2011
26	November 1, 2010
49	January 1, 2005
74	January 1, 2008
450	March 1, 2006
688	N/A
2850	April 1, 2007

Notwithstanding anything to the contrary in the Plan or in this Appendix XVII, it is intended that the Plan and this Appendix XVII be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the John Kenneally OEL Plan as of December 30, 2004 shall not be decreased as a result of the merger of the John Kenneally OEL Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to December 31, 2004.

The following definitions shall apply for purposes of this Appendix XVII:

"Authorized Leave of Absence" - An Authorized Leave of Absence is any absence authorized by an Employer under the Employer's standard personnel practices, provided that all persons under similar circumstances are treated alike in the granting of such Authorized Leaves of Absence, and further provided that the Participant returns or Retires within the period specified in the Authorized Leave of Absence. Participants on Authorized Leaves of Absence due to reasons other than "qualified military service" under Code Section 414(u) shall earn no more than one Year of Service during such Authorized Leaves of Absence, effective May 14, 2000. An absence due to "qualified military service" under Code Section 414(u) shall be considered an Authorized Leave of Absence, provided that the Employee complies with all of the requirements of federal law in order to be entitled to re-employment, and further provided that the Employee returns to employment with the Employer within the period provided by law. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

"Average Annual Salary" - Average Annual Salary is the result obtained by dividing the total Salary of a Participant during his or her last five (5) completed consecutive calendar Years of Service (or during the actual number of Years of Service, if fewer than five (5)) by five (5) (or by the actual number of Years of Service or partial Years of Service, if fewer than five (5)).

"Contiguous Noncovered Service" - Contiguous Noncovered Service means noncovered service which precedes or follows Covered Service, provided no quit, discharge, or Retirement occurs between such Covered Service and noncovered service.

"Covered Service" - Covered Service means service with an Employer within a class of Employees covered under a participation agreement between the Employer and the Union.

"Credited Service" - A Participant shall accrue one month of Credited Service for each month in which a contribution was required to be made during a Year of Service earned from and after the June 1st to May 31st year in which his or her participation in the Plan commenced.

"Disability" - Disability is a physical condition which entitles the Participant to a Social Security Disability Insurance benefit under the Social Security Act, as evidenced by a determination letter from the Social Security Administration establishing such disability.

"Earliest Retirement Age" - Earliest Retirement Age is the earliest age at which a Participant is eligible to receive his or her vested accrued benefit, provided the Participant has a nonforfeitable right to such benefit.

"Early Retirement Age" - A Participant attains Early Retirement Age on the date on which he or she has reached age 55 and has earned thirty-six (36) months of Credited Service.

"Employee" - An Employee is:

- (a) any common law employee of an Employer who is receiving remuneration for personal services rendered to the Employer (or would be receiving such remuneration except for an Authorized Leave of Absence), and
- (b) any Leased Employee.

Employee shall not include:

- (a) any person employed by the Employer in a capacity covered by a collective bargaining agreement requiring pension contributions to be made on his or her behalf to another pension plan;
- (b) temporary employees of a local union hired specifically to assist in special projects related to the organizing duties of the local union and whose remuneration is subsidized by the Union or any other person or organization, provided that any such temporary employee who works more than twelve (12) months in any consecutive twenty-four (24) month period for such local union shall not be excluded under this exception;
- (c) Employees working less than one thousand (1,000) Hours of Service per year; and
- (d) an individual who is identified on the books and records of the Employer as other than a common law employee, regardless of a later agency or judicial determination to the effect that such individual is a common law employee of the Employer.

"Employer" - An Employer is any local union, Joint Executive Board, or Support Organization that has adopted the Plan with the Union's consent and has agreed in writing to make contributions to the Fund on behalf of its Employees.

"Normal Retirement Age" - A Participant attains Normal Retirement Age on the later of:

- (a) the date on which he or she has reached age 65; or
- (b) the earlier of:
 - (i) the date on which he or she has earned three (3) years of Credited Service, or
 - (ii) the 5th anniversary of the date that he or she commenced participation in the Plan.

For Plan Years beginning before January 1, 1995, Normal Retirement Age shall be determined in accordance with the plan document in effect for those years.

"Prohibited Employment" – For a Participant who has attained Normal Retirement Age, Prohibited Employment occurs when such Participant begins receiving his or her vested accrued benefit, then returns to employment with an Employer maintaining the Plan and is compensated for at least seventeen (17) days in a calendar month. For a Participant who has not yet attained Normal Retirement Age, Prohibited Employment occurs when such Participant Retires and begins receiving his or her vested accrued benefit, then returns to employment with an Employer maintaining the Plan for more than 83 hours per month (which is deemed to be the equivalent of less than 12 days per month).

"Qualified Election" - A Qualified Election is a waiver of a 50% Joint and Survivor Annuity. Any waiver of a 50% Joint and Survivor Annuity shall not be effective unless:

- (a) the Participant's eligible Spouse consents in writing to the election;
- (b) the election designates a specific alternate beneficiary, including any class of beneficiaries or any contingent beneficiaries, which may not be changed without spousal consent (or the eligible Spouse expressly permits designations by the Participant without any further spousal consent);
- (c) the election designates a form of benefit payment, which may not be changed without spousal consent (or the eligible Spouse expressly permits designations by the Participant without any further spousal consent);
- (d) the eligible Spouse's consent acknowledges the effect of the election; and
- (e) the eligible Spouse's consent is witnessed by a Plan representative or a notary public.

If it is established to the satisfaction of a Plan representative that such written consent may not be obtained because there is no eligible Spouse or the eligible Spouse cannot be located, a waiver will be deemed a Qualified Election. Any consent by an eligible Spouse obtained under this provision (or establishment that the consent of an eligible Spouse may not be obtained) shall be effective only with respect to such eligible Spouse. A consent that permits designations by the Participant without any requirement of further consent by such eligible Spouse must acknowledge that the eligible Spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit, where applicable, and that the eligible Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the eligible Spouse at any time prior to the commencement of benefits.

"Required Contributions" - Required Contributions are, over any given period of time, all contributions required to be made by an Employer under the Plan.

"Retire/Retirement" - Retirement is termination of employment for reasons other than death after a Participant has fulfilled all requirements for a Normal Retirement Pension, an Early Retirement Pension, a Deferred Vested Pension, a Disability Retirement, or a 30-and-Out Pension. Retirement shall be considered as commencing on the day immediately following a

Participant's last day of employment with an Employer, or, if later, the last day of an Authorized Leave of Absence.

"Salary" - Salary means "wage," as defined in Section 3121(a) of the Code for purposes of calculating Social Security taxes, but determined without regard to the wage base limitation in Section 3121(a)(1) of the Code, the special rules in Section 3121(v) of the Code (applicable to certain elective contributions and non-qualified deferred compensation), any rules that limit Covered Service based on the type or location of an Employee's Employer, and any rules that limit the remuneration included in wages based on familial relationship or based on the nature or location of the employment or the services performed (such as the exceptions to the definition of employment in Sections 3121(b)(1) through (20) of the Code). Effective January 1, 2011, Salary shall not include severance pay.

"Support Organization" - A Support Organization is any organization that is an exempt organization under Code Section 501 and that performs services or administrative functions for the Union and/or any other Employer. Such organization must have adopted the Plan on or before March 31, 1984, and only employees employed by such organization on March 31, 1984, shall be considered Employees under the Plan. The effective date of adoption for such organization shall be March 31, 1984. Effective as of December 31, 2002, the preceding two sentences shall be of no further force and effect.

"Union" - The Union is the Hotel Employees and Restaurant Employees International Union, or its successor or successors.

"Vesting Computation Period" - The Vesting Computation Period is the twelve (12) consecutive month period commencing on June 1st and ending on May 31st.

"Voluntary Employer Contributions" - Voluntary Employer Contributions are contributions made on a voluntary basis by an Employer, in excess of the contribution level required under the Plan, and made for the sole purpose of providing increased benefits only for the Employees of that contributing Employer.

"Year of Service" - A Participant shall earn a Year of Service in any twelve (12) month period commencing June 1st and ending May 31st in which he or she is credited with 1000 Hours of Service.

Participation

Participation begins on the later of: (i) the date the local union, Joint Executive Board or Support Organization adopted the Plan; or (ii) the first day of the month after an Employee completes at least 1,000 Hours of Service in a 12-consecutive month period following the Employee's date of hire or anniversary thereof.

Eligibility

An Employee shall become eligible to participate in the Plan on the later of: (i) the date that the Employee's Employer adopts the Plan; or (ii) the first day of the month after the Employee has

completed at least 1,000 Hours of Service in a 12-consecutive month period following his date of hire or anniversary thereof.

An Employee shall be credited with 190 Hours of Service in any calendar month in which he or she completes at least one Hour of Service. All Employers maintaining the Plan shall be treated as constituting a single Employer, so long as an Employee is employed in either Covered Service or Contiguous Noncovered Service, and all Covered Service and all Contiguous Noncovered Service with Employers maintaining the Plan shall be taken into account in determining whether an Employee has completed 1,000 Hours of Service (a "Year of Service") during the 12-consecutive month period referred to in section (ii) above.

A former employee entitled to receive a vested accrued benefit from the Plan shall continue as a Participant until the date of his or her death.

Notwithstanding the foregoing, for Employers who initially adopted the John Kenneally OEL Plan (previously known as the Officers and Employees of the Locals of the Hotel Employees and Restaurant Employees International Union Pension Plan) and then transitioned into the Base Plan, all years of service will be counted for purposes of determining eligibility for benefits under Sections 4.2 and 4.5 of the Base Plan.

Vesting Schedule

Notwithstanding any Plan provision to the contrary, a Participant shall have a nonforfeitable ("vested") right to a Normal Retirement Pension (as defined in the Benefit Amount section of this Appendix) if he or she is employed with an Employer upon attainment of Normal Retirement Age. A Participant shall also have a vested right to a Normal Retirement Pension upon termination or partial termination of the Plan, to the extent funded as of such date. In all other cases, a Participant shall have a vested right to a Deferred Vested Pension as described below.

In the case of a Participant who completes at least one Hour of Service on or after January 1, 1995, such percentage shall be determined in accordance with the following table:

<u>Years of Service</u>	<u>Vested Percentage</u>
Less than 5	0%
5 or more	100%

A Participant who, as of January 1, 1995, had three (3), but less than five (5), Years of Service shall continue to vest in accordance with the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>
Less than 3	0%
3, but less than 4	20%
4, but less than 5	40%
5 or more	100%

In the event a Participant separates from Covered Service, but returns prior to losing his or her Years of Service for purposes of vesting under the Break in Service rules (see the Base Plan

Section Three), such Participant shall continue vesting in accordance with the applicable schedule immediately upon his or her return to Covered Service.

An Employee or Participant shall be credited with a Year of Service for purposes of vesting if he is credited with at least 1000 Hours of Service during a Vesting Computation Period, An Employee or Participant shall be credited with 190 Hours of Service for purposes of vesting in any calendar month in which he or she completes one Hour of Service.

A Participant shall also be credited with a Year of Service for a period of employment with any local union affiliated with the Union, provided that:

- (a) the Participant had at least 1000 Hours of Service in the twelve (12) month period commencing on June 1st and ending on May 31st;
- (b) there is no duplication of service for the same Hours of Service;
- (c) an actuarial review determines that granting the Years of Service is supported by future anticipated contributions; and
- (d) the Employer agrees in writing to make the additional contributions, consistent with the actuarial review described in (c) above, for the Years of Service.

A Participant shall also be credited with a Year of Service for a period of employment with the Union, provided that:

- (a) the Participant had at least 1000 Hours of Service in the twelve (12) month period commencing on June 1st and ending on May 31st;
- (b) there is no duplication of service for the same Hours of Service;
- (c) with respect to employment prior to June 5, 1997, the Employer agrees in writing to make the additional contributions for the Years of Service; and
- (d) with respect to employment from and after June 5, 1997, an actuarial review determines that granting the Years of Service is supported by future anticipated contributions and the Employer agrees in writing to make the additional contributions, consistent with the actuarial review for the Years of Service.

Effective December 1, 2002, a Participant shall also be credited with a Year of Service for a period of employment with any Support Organization, provided that:

- (a) the Participant had at least 1,000 Hours of Service in the twelve (12) month period commencing on June 1st and ending on May 31st;
- (b) there is no duplication of service for the same Hours of Service;
- (c) an actuarial review determines that granting the Years of Service is supported by future anticipated contributions; and

- (d) the employer agrees in writing to make the additional contributions, consistent with the actuarial review described in (c) above, for the Years of Service.

All Years of Service with employers who are members of a controlled group of corporations, trades or businesses under common control, and affiliated services groups shall be included for purposes of determining an Employee or Participant's Years of Service for purposes of vesting in accordance with Code Sections 414(b), (c), and (m). All Employers maintaining the Plan shall be treated as constituting a single Employer, so long as an Employee is employed in either Covered Service or Contiguous Noncovered Service, and all Covered Service and all Contiguous Noncovered Service with Employers maintaining the Plan shall be taken into account in determining whether an Employee has completed a Year of Service during a Plan Year for purposes of vesting, except:

- (a) Years of Service before age 18;
- (b) Years of Service before the Employer maintained this Plan or a predecessor plan, except as otherwise provided herein;
- (c) Years of Service not required to be counted under the Plan's Break in Service Rules;
- (d) Years of Service before the effective date of ERISA, if such service would have been disregarded under the break in service rules of the prior plan;
- (e) Years of Service with an Employer after a complete withdrawal from the Plan or a partial withdrawal from the Plan in connection with the decertification of the collective bargaining representative; and
- (f) Years of Service with an Employer after the termination date of the Plan.

Eligibility for Benefits

Normal Retirement Pension

A Participant shall be eligible for a Normal Retirement Pension if he or she:

- (a) has attained Normal Retirement Age; and
- (b) terminated employment upon or after attaining Normal Retirement Age.

Early Retirement Pension

A Participant shall be eligible for an Early Retirement Pension if he or she:

- (a) has reached age 55 and has earned thirty-six (36) months of Credited Service (i.e., he or she has attained Early Retirement Age); and
- (b) terminated employment upon or after attaining Early Retirement Age.

Disability Retirement Pension

A Participant shall be eligible for a Disability Retirement Pension if he or she;

- (a) has earned thirty-six (36) months of Credited Service; and
- (b) terminated employment due to Disability.

Disability shall be considered to have ended and entitlement to a Disability Retirement Pension shall cease if, prior to attainment of age 55, the Participant (a) is re-employed by an Employer, or (b) is no longer entitled to a Social Security Disability Insurance benefit, as determined by the Social Security Administration ("SSA"). If entitlement to a Disability Retirement Pension ceases, a Participant shall not be prevented from qualifying for a pension under another provision of the Plan, and he or she shall be granted Years of Service and months of Credited Service for the period of Disability, disregarding any Disability Retirement Pension payments which were made during the period of Disability.

Deferred Vested Pension

A Participant shall be eligible for a Deferred Vested Pension if he or she:

- (a) has earned five (5) Years of Service;
- (b) terminated employment prior to satisfying the requirements for a Normal Retirement Pension, a 30 and Out Pension, an Early Retirement Pension, or a Disability Retirement Pension; and
- (c) has attained age 55.

In the event a Participant Retires with a Deferred Vested Pension, and later receives a determination letter from the Social Security Administration establishing that he or she is disabled, the Trustees may, upon the Participants request, convert the Participant's Deferred Vested Pension to a Disability Retirement Pension, provided the Participant otherwise satisfies the eligibility requirements for a Disability Retirement Pension. Such a conversion may enable the Participant to receive payments retroactive to the date on which SSA determined that he or she first became disabled, provided the conditions set forth above are satisfied.

30 and Out Pension

A Participant shall be eligible for a 30 and Out Pension if he or she;

- (a) has earned twenty (20) years of Credited Service;
- (b) has earned thirty (30) Years of Service; and
- (c) terminated employment upon or after attaining age 55.

Benefit Amount

Normal Retirement Pension

The monthly amount of the Normal Retirement Pension paid as a single life pension shall be equal to the sum of (a) and (b) below:

- (a) the greater of (i) one and a quarter percent (1 1/4%) of the "annualized contribution" (as defined in (c) below) multiplied by the number of Years of Service earned prior to June 1, 1999 or (ii) the amount accrued under the prior plan at June 1, 1999 set forth in (d) below; in addition to
- (b) one and a quarter percent (1 1/4%) of the sum of the Voluntary Employer Contributions and Required Contributions, computed separately for each Year of Service earned after May 31, 1999 (no pension accrual is earned for any Year in which the Participant earns less than 1,000 Hours of Service).
- (c) The "annualized contribution" is determined by multiplying the Employer contribution for January 1999 by twelve (12).
- (d) The monthly amount of the Normal Retirement Pension paid as a Single Life Pension shall be equal to one-twelfth (1/12th) of the product of (i), (ii), and (iii) below:
 - (i) two and a half percent (2½%) of the Participant's Average Annual Salary as of June 1, 1999, up to a maximum of \$35,000; multiplied by
 - (ii) the Participant's Years of Service as of June 1, 1999, up to a maximum of fifteen (15) Years of Service; multiplied by
 - (iii) a fraction, not exceeding one, of which the numerator is the Participant's months of Credited Service (as of June 1, 1999) and the denominator is thirty-six (36).

In no event shall the benefit determined for any Participant be less than the amount he or she would have been entitled to receive had his or her employment terminated at an earlier date.

If a Participant's Retirement occurs after his or her Normal Retirement Age and after he has completed fifteen (15) Years of Service and thirty-six (36) months of Credited Service, his or her Normal Retirement Pension, as determined above, shall be actuarially increased in accordance with the factors set forth in Appendix B.

Notwithstanding the foregoing, the monthly amount of the Normal Retirement Pension paid to Local 362 Participants as a single life annuity shall be 1.25% of the monthly contributions made on their behalf.

Early Retirement Pension

The monthly amount of the Early Retirement Pension paid as a single life pension and calculated as of the Participant's effective date shall be equal to his or her vested accrued benefit, reduced by 1/180th for each month that the effective date of the Early Retirement Pension precedes the Participant's Normal Retirement Date.

Disability Retirement Pension

The monthly amount of the Disability Retirement Pension paid as a single life pension shall be determined in the same manner as an Early Retirement Pension, except that, solely for the purpose of determining the amount of a Disability Retirement Pension, the following assumption shall be made: If Disability occurs prior to the Participant's attainment of age 55, the Participant shall be deemed to have attained age 55 as of the date of his or her disability Retirement, and any Years of Service and Credited Service he or she would have earned had his or her employment actually continued until age 55 shall be granted.

Deferred Vested Pension

The amount of a Participant's Deferred Vested Pension paid as a single life pension, commencing as of his or her Normal Retirement Date shall be equal to his or her Vested Accrued Benefit. If payment of a Deferred Vested Pension commences prior to the Participant's Normal Retirement Date, the amount of the Deferred Vested Pension shall be reduced by 1/180th for each month that the effective date of the pension precedes the Participant's Normal Retirement Date.

30 and Out Pension

The monthly amount of a 30 and Out Pension paid as a single life pension and calculated as of the Participant's effective date shall equal the Participant's vested accrued benefit.

Employment after Required Beginning Date

If a Participant retires after attaining his or her Normal Retirement Age, his or her accrued benefit shall be actuarially increased to take into account any period after Normal Retirement Age in which he or she was not receiving benefits under the Plan. The actuarial increase shall be provided for the period beginning on the date that the Participant attains his or her Normal Retirement Age and ending on the date on which benefits commence after Retirement. The actuarial increase shall be determined using a five percent (5%) interest rate and the Applicable Mortality Table (Exhibit I, Section A) and shall be the same as, and not in addition to, any actuarial increase required for the same period under Code Section 411 to reflect any delay in the payment of benefits after Normal Retirement Age. However, the actuarial increase required under this section shall be provided even during any period in which benefits are suspended in accordance with ERISA Section 203(a)(3)(B). The benefit payable with respect to a Participant as of the end of the period for which the actuarial increase was made shall be no less than:

- (i) the actuarial equivalent of the benefit that would have been payable as of the Participant's Normal Retirement Age if distributions had commenced on that date; plus

(ii) the actuarial equivalent of any additional benefits accrued after the Participant's Normal Retirement Age; reduced by

(iii) the actuarial equivalent of any distributions made to the Participant after his or her Normal Retirement Age.

For purposes of (i), (ii) and (iii) above the actuarial equivalent benefit shall be determined using the Applicable Mortality Table and interest at a rate of five percent (5%). However, if, as of December 31, 2003, a Participant earned at least 15 Years of Service and 36 months of Credited Service, the actuarial equivalence shall be determined using the greater of the above and the factors from Appendix B.

Standard Distribution Options

50% Joint and Survivor Pension/Single Life Pension

Unless an optional form of payment is selected pursuant to a Qualified Election within the ninety (90) day period ending on a Participant's Annuity Starting Date, the vested accrued benefit of a Participant who has an eligible Spouse shall be paid in the form of a 50% Joint and Survivor Pension, and the Vested Accrued Benefit of all other Participants shall be paid in the form of a Single Life Pension. The 50% Joint and Survivor Pension shall be at least the Actuarial Equivalent of a Single Life Pension, based on the applicable factor set forth in Appendix A. Once benefit payments have begun under a 50% Joint and Survivor Pension, if a Participant's eligible Spouse predeceases the Participant, the Participant shall not be permitted to change the form of benefit payments from the 50% Joint and Survivor Pension to any other form of payment under the Plan, and there shall not be any increase in the benefit payments made to the Participant as a result of the Eligible Spouse's death.

The above paragraph notwithstanding, no benefit shall be payable to a Participant's Spouse under this provision unless the Participant and his Spouse were legally married throughout the 12-month period ending on the date of the Participant's death. If the Participant and his Spouse were not legally married for at least 12 months before the Annuity Starting Date, the normal form of payment nevertheless shall be a Qualified Joint and Survivor Annuity; however, if the Participant dies within 12 months after the date of his marriage, the form of payment shall revert to the normal form for a unmarried Participant, and no benefit shall be payable to the Participant's Spouse

Optional Forms of Pension Payments

In lieu of a Participant's right to receive payments in the forms described under the provisions of the Base Plan document, the immediately following provisions shall apply to Participants covered by this Appendix XVII.

Single Life Pension

A married Participant who has properly waived the 50% Joint and Survivor Pension by making a Qualified Election may elect to receive his or her vested accrued benefit in the form of a single life pension, providing for monthly benefit payments to the Participant for his or her life only.

Ten-Year Certain and Life Option

A married Participant who has properly waived the 50% Joint and Survivor Pension by making a Qualified Election, or an unmarried Participant who has rejected payment in the form of single life pension, may elect to receive his or her vested accrued benefit as a ten-year certain and life option. Under this option, a Participant shall receive a reduced pension payable until his or her death, and in the event his or her death occurs within a period of ten (10) years after payments commence, payment of the pension will be continued in the same amount to the person or persons designated by the Participant for the balance of the ten (10) year period; provided that, if no beneficiary has been designated by the Participant, any pension payments to be made after the Participant's death shall be paid out within five (5) years of the death of the Participant.

The ten-year certain and life option shall be elected in writing on a form approved by the Trustees, and the aggregate of the pension payments expected to be made shall be the Actuarial Equivalent of the single life pension computed for the Participant based on the applicable factor set forth in Appendix A. The option may not be elected, changed, or revoked after payments have commenced. If the beneficiary is other than the Participant's eligible Spouse, then the eligible Spouse must consent to the Participant's election of the ten-year certain and life option within the ninety (90) day period preceding the Participant's Annuity Starting Date.

Notwithstanding the foregoing, the benefits payable under this option in the event of the death of a Participant attributable to accruals earned in any Plan Year after the Plan Year in which the Participant reached age 70½, shall be paid monthly until the expiration of the ten (10) year period of the initial 70½ effective date. The balance of any payments due shall be paid as a lump sum at the expiration of this initial ten (10) year period.

In addition to the foregoing, Section 7.1(e) of the Base Plan shall apply.

Death Benefits

If a vested Participant dies before the effective date of his or her pension under the Plan, and on or before attaining Earliest Retirement Age, the Participant's Surviving Spouse, if any, shall receive the same benefit that would be payable if the Participant had (i) separated from employment on the date of death (or the date of separation from service, if earlier); (ii) survived to Earliest Retirement Age; (iii) Retired with an immediate 50% Joint and Survivor Pension at the Earliest Retirement Age; and (iv) died on the day after the Earliest Retirement Age. For this purpose, the benefit payable to the Surviving Spouse shall be payable on or before the month in which the Participant would have reached his or her Earliest Retirement Age, as directed by the Surviving Spouse. The benefit payable to the Surviving Spouse shall be calculated as of the Participant's Earliest Retirement Age and shall be adjusted for early payment, if applicable, under Appendix C, or late payment, if applicable, under Appendix B.

Suspension of Benefits

Notwithstanding the provisions in the Base Plan, a Participant's benefit payments shall be suspended during any period of Prohibited Employment. If a Participant who has not yet attained Normal Retirement Age retires, begins receiving his or her vested accrued benefit, then returns to employment with an Employer maintaining the Plan for 83 hours or fewer per month

(which is deemed to be the equivalent of less than 12 days per month), such Participant's benefit shall not be suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who complete 83 hours or fewer of work per week. A Participant's benefit payments also shall not be suspended after his or her Required Beginning Date – the April 1 of the first calendar year following the later of the calendar year in which the Participant reaches age 70-1/2, or the calendar year in which the Participant Retires. A Participant may make a written request to the plan administrator for a determination of whether employment with an Employer maintaining the Plan constitutes Prohibited Employment. The plan administrator shall provide a response to the Participant within a reasonable time after such request is made. A Participant who is engaged in Prohibited Employment must notify the Plan immediately of such Prohibited Employment.

If benefit payments are suspended, payment shall resume no later than the first day of the third calendar month after the calendar month in which the Participant's Prohibited Employment ceases. The initial payment upon resumption shall include the payment scheduled to occur in the calendar month when payments resume and any amounts withheld during the period between the cessation of Prohibited Employment and the resumption of payments.

Benefit payments that are erroneously made to a Participant in a period of Prohibited Employment shall be offset by later benefit payments, when such payments resume after the period of Prohibited Employment. This offset shall not, however, exceed twenty-five percent (25%) of the total benefit payment that would have been otherwise due for any calendar month.

No payment shall be withheld by the Plan pursuant to this paragraph unless the Plan notifies the Participant by personal delivery or first class mail during the first calendar month in which the Plan withholds payments that his or her benefits are suspended. Such notification shall contain:

- (a) a description of the specific reasons why benefit payments are being suspended,
- (b) a description of the Plan provisions relating to the suspension of payments,
- (c) a copy of those Plan provisions,
- (d) a statement to the effect that applicable Department of Labor regulations may be found in Section 2530.203-3 of the Code of Federal Regulations, and
- (e) an explanation of the Plan's appeal procedures.

The suspension of a Participant's benefit payments due to Prohibited Employment prior to the time that he or she has reached Normal Retirement Age shall not affect his or her right to the Actuarial Equivalent of a Normal Retirement Pension upon attainment of Normal Retirement Age. For purposes of this paragraph, Actuarial Equivalent shall be based on the Applicable Mortality Table (see Exhibit I) with interest at five percent (5%).

In the event of the death of the Participant during a period of Prohibited Employment, any benefit payable to the Participant's eligible Spouse (under a 50% Joint and Survivor Pension) or beneficiary (under a Ten-Year Certain and Life Option) shall commence as of the first day of the

month next following the Participant's death in the amount which would have been payable had the Participant Retired immediately prior to his death. The death of a Participant's eligible Spouse during a period of Prohibited Employment shall not affect the amount of the Participant's benefit payments when they resume after the period of Prohibited Employment ceases.

Pro Rata Pensions

Purpose - Pro Rata Pensions are provided under this Plan for Employees who lack sufficient Years of Service for purposes of vesting to be eligible for benefits, because their Years of Service are divided between this Plan and Related Plans.

Related Plans - By resolution duly adopted, the Trustees may, pursuant to a reciprocity agreement, recognize one or more other pension plans as a Related Plan.

Related Years of Service - Related Years of Service means years of service for purposes of vesting that are accumulated and maintained by an Employee under a Related Plan and are to be recognized by this Plan pursuant to a reciprocity agreement between this Plan and the Related Plan. Related Years of Service are only recognized by this Plan if contributions were required to be made to the Related Plan during the period in which the years of service were earned.

Combined Years of Service - The total of an Employee's Years of Service under this Plan and Related Years of Service together comprise the Employee's Combined Years of Service. Not more than one Combined Year of Service shall be counted in any twelve (12) month period commencing on June 1st and ending on May 31st.

Eligibility - An Employee who lacks sufficient Years of Service under this Plan to have earned a vested right to a pension shall be eligible for a Pro Rata Pension if (a) the number of Combined Years of Service with which he or she is credited equals or exceeds the number of Years of Service otherwise required in order for a Participant to satisfy the eligibility requirements for benefits, and (b) he or she satisfies the eligibility requirements for a pension under the Related Plan; provided, however, that any Years of Service canceled by a Break in Service prior to execution of a reciprocity agreement between this Plan and the affected Related Plan shall not be reinstated by these provisions or by the reciprocity agreement.

Breaks in Service - In applying the Break in Service rules of this Plan (see the Base Plan Section Three) with respect to loss of Years of Service for purposes of vesting, any period for which an Employee has earned Related Years of Service shall be considered the same as if the period of employment was with an Employer under this Plan in determining whether there has been a Break in Service; provided, however, that any credit canceled by a Break in Service prior to the execution of the reciprocity agreement between this Plan and the affected Related Plan shall not be reinstated by this Section.

Election of Pensions - If an Employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

Pro Rata Pension Amount - The monthly amount of the Pro Rata Pension payable by this Plan shall be equal to the benefit earned by the Employee calculated in accordance with the provisions of this Plan, provided that only Years of Service earned under this Plan shall be used in such calculation.

Payment of Pro Rata Pensions - The payment of a Pro Rata Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions, including, but not limited to, actuarial reduction for an Early Retirement Pension.

Appendix A
Optional Benefit Factors
50% Joint and Survivor Annuity Option Factors

98%, if spouse is at least 15 years older
 95%, if spouse is at least 12, but less than 15 years older
 94%, if spouse is at least 9, but less than 12 years older
 93%, if spouse is at least 6, but less than 9 years older
 92%, if spouse is at least 3, but less than 6 years older
 91%, if spouse is the same age or older, but less than 3 years older
 90%, if spouse is younger, but no more than 3 years younger
 89%, if spouse is at least 3 but less than 6 years younger
 88%, if spouse is at least 6 but less than 9 years younger
 87%, if spouse is at least 9, but less than 12 years younger
 86%, if spouse is at least 12, but less than 15 years younger
 85%, if spouse is at least 15, but less than 18 years younger
 84%, if spouse is at least 18, but less than 21 years younger
 80%, if spouse is more than 21 years younger

Ten-Year Certain and Life Option Factor

<u>Ages</u>	<u>Factor</u>	<u>Ages</u>	<u>Factor</u>
55 or less	0.988	62-65	0.960
56	0.984	66	0.954
57	0.980	67	0.948
58	0.976	68	0.942
59	0.972	69	0.936
60	0.968	70 or higher	0.930
61	0.964		

Appendix B
Actuarial Equivalent
(Post Normal Retirement Date)

Years Past the Later of Normal Retirement Date or Completion of 15 Years of Service	Factor
0	1.000
1	1.084
2	1.184
3	1.298
4	1.429
5	1.582
6	1.761
7	1.972
8	2.222
9	2.522
10	2.883
11	3.322
12	3.858
13	4.522
14	5.350
15	6.392

To determine partial years, take the difference between high and low year, divide by twelve and multiply by number of months. Add this amount to low year. Example; five years and four months past normal retirement date. The high factor is five years (1.582), the low factor is four years (1.429) and the difference is .153. Dividing by twelve and multiplying by 4 yields .051. Adding this result to four year factor gives a final factor of 1.480.

APPENDIX - C
Death Benefit Early Payment Reduction Factors

Participant's Age At Death	Factor
20	0.0235
21	0.0252
22	0.0270
23	0.0290
24	0.0311
25	0.0333
26	0.0358
27	0.0384
28	0.0413
29	0.0443
30	0.0576
31	0.0512
32	0.0550
33	0.0591
34	0.0636
35	0.0684
36	0.0736
37	0.0793
38	0.0854
39	0.0920
40	0.0992
41	0.1070
42	0.1155
43	0.1247

Participant's Age At Death	Factor
44	0.1347
45	0.1457
46	0.1576
47	0.1707
48	0.1849
49	0.2006
50	0.2177
51	0.2366
52	0.2573
54	0.3054
55	0.3333

Appendix XVIII – Local 340 Plan Participants

CLOSED GROUP – January 1, 2005

The provisions of this Appendix XVIII apply to (i) participants in the Local 340 ACTWU Staff Defined Benefit Plan, (the "Local 340 Plan") prior to January 1, 2005 and to (ii) employees hired prior to January 1, 2005 who would have been eligible to join the Local 340 Plan in the future under the terms of the Local 340 Plan as in effect on January 1, 2005. Employees hired after January 1, 2005 shall be covered under the Base Plan provisions. The Local 340 Plan was merged into the Plan on January 1, 2005 and all participants in the Local 340 Plan became Participants in the Plan. In the event of any conflict between the terms of the Plan and the terms of this Appendix XVIII, the terms of this Appendix XVIII will control with respect to Participants covered by this Appendix XVIII. References in this Appendix to the Local 340 Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XVIII, it is intended that the Plan and this Appendix XVIII be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Local 340 Plan as of January 1, 2005 shall not be decreased as a result of the merger of the Local 340 Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to January 1, 2005.

The following definitions shall apply for purposes of this Appendix XVIII:

"Accrued Benefit" shall mean that portion of a Participant's Normal Retirement Benefit which he has earned as of a determination date. For purposes of determining the Participant's Normal Retirement Benefit, it shall be assumed that years of Credited Service shall continue to the Participant's Normal Retirement Age. A Participant's Accrued Benefit shall be determined as follows: The Participant's Normal Retirement Benefit multiplied by a fraction not to exceed one (1), the numerator of which is the actual number of Years of Credited Service as of the determination date and the denominator of which is the number of Years of Credited Service the Participant would have completed if the Participant had continued until this Normal Retirement Age.

"Actuarial Equivalent" shall mean a benefit, payable in a different form and/or at a different time than a Participant's Accrued Benefit, which shall be an amount that is equal in value to the Participant's Accrued Benefit. Except for the lump sum form of payment, the assumptions to be used for this purpose are: Interest at six percent (6%) per annum with mortality based on the UP-1984 (Uninsured Pensioners-Unisex). For lump sums, the assumptions noted in Section I of Exhibit A shall apply.

"Average Compensation" shall mean the average of the Compensation for the Participant's three (3) consecutive years, selected from the last ten (10) years, which produce the highest such average. The period of service over which Compensation shall be considered when determining a Participant's Average Compensation shall begin with the date the Participant first performs an Hour of Service for the Employer and end with his most recent date of termination. In the event

the period of employment is fewer than three (3) years, such lesser period of service shall be used to determine Average Compensation.

"Credited Service" shall mean all Years of Service with the Employer while the Employee is an Eligible Employee. Notwithstanding the foregoing, Years of Service earned prior to January 1, 1984 shall be excluded.

"Early Retirement Age" shall mean the later of (i) age fifty-five (55), or (ii) the age of the Participant upon completion of ten (10) Years of Service.

"Effective Date" shall mean January 1, 1992.

"Eligible Employee" shall mean any Salaried Employee, except a person who is less than twenty-one (21) years of age. It does not include persons who are paid on an hourly basis.

"Employer" shall mean the Union and any other labor organization or related entity which has adopted or hereafter adopts the Plan with the approval of the Union.

"Normal Retirement Age" shall mean the later of age 65 or the fifth anniversary of participation as an active employee under the Plan.

"Qualified Joint and Survivor Annuity" shall mean an immediate annuity for the life of the Participant if he does not have an eligible Spouse, or, if he has an eligible Spouse, an annuity which is the Actuarial Equivalent of the normal form or, if greater, any other alternate form of benefit payable under the Plan, for the life of the Participant with a survivor annuity for the life of his Eligible Spouse. The survivor annuity percentage shall be not less than fifty percent (50%) nor more than one hundred percent (100%) of the amount of the annuity payable during the joint lives of the Participant and his eligible Spouse. In the event the Participant fails to make a timely selection of the survivor annuity percentage, such percentage shall be seventy-five percent (75%).

"Union" shall mean Local 340 Amalgamated Clothing & Textile Workers' Union AFL-CIO, CLC, an unincorporated association, and any successor organization(s).

The following special provisions shall apply to Participants covered by the terms of this Appendix XVIII. Unless otherwise indicated, Section references refer to the corresponding section in the Local 340 Plan.

Where inconsistent with the terms of the Base Plan, pension amounts shall be determined pursuant to the following Sections:

"Normal Retirement Benefit"

- (a) Each Participant, after attainment of his Normal Retirement Age, shall be entitled to receive a Normal Retirement Benefit in Normal Form equal to one-twelfth (1/12) of three percent (3%) of such Participant's Average Compensation multiplied by the number of years of Credited Service, to a maximum of 65% of the Participant's Average Compensation.

"Early Retirement Benefit"

- (a) Each Participant, upon Early Retirement, shall be entitled to receive an Early Retirement Benefit in Normal Form which shall be equal to 3% of the Participant's Average Compensation times the Participant's years of Credited Service up to a maximum of 65% of the Participant's Average Compensation. To be eligible for the Early Retirement Benefit, a Participant must terminate employment with the Union after at least 55 years of age and have at least ten (10) years of Credited Service.
- (b) In the event an employee retires prior to age 62 and elects to commence receipt of his pension benefit prior to age 62, his or her benefit will be reduced 5.0% for each year the benefit commencement date precedes age 65, provided further that no such reduction shall apply to an employee who retires from active employment at age 62 or older.

"Delayed Retirement Benefit"

Each Participant, upon Normal Retirement on a delayed retirement date, shall be entitled to receive a Delayed Retirement Benefit which shall be the Normal Retirement Benefit in Normal Form based on years of Credited Service and Average Compensation through the Participant's actual retirement date. Notwithstanding the foregoing, if a Participant continues to be employed (or is reemployed by the Employer) after attaining Normal Retirement Age, but not in "section 203(a)(3)(B) service" under Department of Labor Regulation 29 CFR Section 2530.203-3, the commencement of payments shall not be delayed (or, in the case of reemployment, suspended) until the Participant's delayed retirement date. Payments to such Participant will commence as if the Participant had terminated employment as of the Participant's Normal Retirement Age. Benefits will accrue while such Participant remains employed and the amount of the payments will be recalculated each year on the anniversary of the Participant's Normal Retirement Date to reflect those additional benefits. In the case of a Participant who continues employment after attaining Normal Retirement Age or who is reemployed after commencing benefit payments, the Plan shall give notice to such Participant as required under Department of Labor Regulation 29 CFR Section 2530.203-3(b)(4) no later than the end of the first calendar month or payroll period in which the Plan delays the commencement of payments due to reemployment.

Notwithstanding the foregoing, Participants who are reemployed by the Employer or continue working past Normal Retirement Age for 83 hours or fewer per month (which is deemed to be the equivalent of less than 12 days per month) shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who complete 83 hours or fewer of work per month.

"Death Benefit"

In the event of the death of a single, active, vested participant, such participant's designated beneficiary shall be entitled to receive, at the time such participant would have been entitled to receive an early or normal age retirement benefit, a 10-year certain annuity determined on the same basis as the Qualified Joint and Survivor Annuity.

"Disability Retirement Benefit"

No special benefits are provided upon Disability.

"Deferred Vested Benefit"

- (a) A Participant who ceases to be an Employee after completion of five (5) years of Credited Service for reasons other than death, Total Disability or retirement shall be entitled to a deferred vested benefit, commencing as of his Normal Retirement Date, which shall be equal to his Accrued Benefit at termination of employment.
- (b) A Participant eligible for a termination benefit who ceases to be an Employee prior to satisfying the service requirements for an Early Retirement Benefit shall be entitled to elect to commence to receive his deferred vested benefit. The amount paid pursuant to this subparagraph shall be the Actuarial Equivalent of the deferred vested benefit he would have received at his Normal Retirement Date.
- (c) A Participant eligible for a termination benefit who ceases to be an Employee after satisfying the service requirements for an Early Retirement Benefit but before satisfying the age requirement for such Early Retirement Benefit shall be entitled upon satisfaction of the age requirement to elect to commence to receive his deferred vested benefit. The amount paid pursuant to this subparagraph shall be the Actuarial Equivalent of the deferred vested benefit he would have received at his Normal Retirement Date.

"Optional Forms of Benefit"

A Participant may elect to receive his retirement benefits over any one of the following periods (or a combination thereof):

- (i) The life of the Participant;
- (ii) The life of the Participant and his Beneficiary;
- (iii) A period certain not extending beyond the life expectancy of the Participant;
- (iv) A period certain not extending beyond the joint and last survivor expectancy of the Participant and his designated Beneficiary;

- (v) A 10-year certain form of benefit, provided that the amount of such pension shall be equal to the actuarial equivalent of the life annuity; or
- (vi) A Participant who accrued a year of service credit after December 31, 1999, who has rejected, or is not eligible for, a Qualified Joint and Survivor Annuity, may elect to have the amount of his or her monthly benefit paid to him or her in the form of a lump sum at the time his or her monthly pension is first payable. If this option is elected, the lump sum payable shall be based upon the Participant's age on the Annuity Starting Date and shall be the actuarial equivalent of the monthly amount payable at Normal Retirement Age; or
- (vii) In the event of a participant's death, the Plan administrator shall be entitled to pay to any surviving beneficiaries, in a single lump sum payment, the present value of the participant's vested benefits otherwise payable to the beneficiaries if all of the following conditions are satisfied:
 - 1. The participant has an active hour of service after January 1, 1995;
 - 2. The Plan actuary determines that the present value of the participant's vested benefits otherwise payable to any beneficiaries is \$10,000 or less; and
 - 3. The Trustees determine in their sole discretion that the Plan will not be adversely affected by the immediate payment of the vested benefit in the form of a lump sum.

Appendix XIX – HERE IU Plan Participants

CLOSED GROUP – July 12, 2004

The provisions of this Appendix XIX apply to participants in the Hotel Employees and Restaurant Employees International Union Pension Plan (the "HERE IU Plan") prior to October 1, 2005. The HERE IU Plan was merged into the Plan on October 1, 2005 and all participants in the HERE IU Plan became Participants in the Plan. This Appendix XIX applies to all service before October 1, 2005 and on and after October 1, 2005. Employees first hired after July 12, 2004 shall not be eligible for participation under this Appendix. In the event of any conflict between the terms of the Plan and the terms of this Appendix XIX, the terms of this Appendix XIX will control with respect to Participants covered by this Appendix XIX. References in this Appendix to the HERE IU Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XIX, it is intended that the Plan and this Appendix XIX be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the HERE IU Plan as of September 30, 2005 shall not be decreased as a result of the merger of the HERE IU Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to October 1, 2005.

The following definitions shall apply for purposes of this Appendix XIX:

"Accrued Benefit" shall mean a Participant's benefit payable as a single life annuity commencing on his Normal Retirement Date (or his Annuity Starting Date if later) based on his Credited Service and his Final Average Monthly Earnings as of the date of the determination in accordance with the formulas set forth in this Appendix XIX, but not less than the benefit derived from the Participant's Contributions Accumulations Account. A Participant's Accrued Benefit attributable to employer contributions on any date is the excess of the Employee's total Accrued Benefit over the Accrued Benefit derived from Employee Contributions, if any. The Accrued Benefit derived from Employee Contributions is the amount equal to the Participant's Contributions Accumulation Account expressed as an annual benefit commencing at Normal Retirement Age using the Applicable Interest Rate and Applicable Mortality Table.

"Actuarial Equivalent" shall mean a benefit, payable in a different form and/or at a different time than a Participant's Accrued Benefit, which shall be an amount that is equal in value to the Participant's Accrued Benefit. Except for any lump sum form of payment, assumptions to be used for this purpose are: Interest at eight percent (8%) per annum with mortality based on the UP-1984 (Uninsured Pensioners-Unisex). For lump sums, the assumptions noted in Section I of Exhibit A shall apply. Notwithstanding the foregoing, in no event shall an optional benefit which becomes effective after July 31, 1983 result in the payment of a smaller benefit than that which would have been payable had the conversion been based on both the Accrued Benefit as of July 31, 1983 and the actuarial assumptions then in effect.

"Authorized Leave of Absence." Authorized Leave of Absence shall mean any absence authorized by the Employer under the Employer's standard personnel practices, provided that all persons under similar circumstances shall be treated alike in the granting of such Authorized Leaves of Absence, and provided further that the Participant returns or Retires within the period specified in the Authorized Leave of Absence, An absence due to service in the Armed Forces of the United States shall be considered an Authorized Leave of Absence, provided that the Employee complies with the requirements of federal law in order to be entitled to re-employment, and provided further that the Employee returns to employment within the period provided by such law.

"Compensation." Prior to January 1, 2011, Compensation shall mean:

- (a) An Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer, to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a non-accountable plan (as described in Treasury Regulation Section 1.62-2(c));
- (b) Effective December 1, 1998, any elective deferral (as defined in Code Section 402(g)(3)); and
- (c) Effective December 1, 1998, any amount which is contributed or deferred by the Employer at the election of an Employee, and which is not includible in the gross income of the Employee by reason of Code Section 125 or 457, and, effective December 1, 2001, Code Section 132(f)(4).

Compensation shall not include:

- (a) Contributions made by the Employer to a plan of deferred compensation to the extent that, before the application of Code Section 415 limitations to that plan, the contributions are not includible in the gross income of the Employee for the taxable year in which contributed;
- (b) Contributions made by the Employer on behalf of an Employee to a simplified employee pension plan described in Code Section 408(k) for the taxable year in which contributed;
- (c) Distributions from a plan of deferred compensation, regardless of whether such amounts are includible in the gross income of an Employee when distributed;
- (d) Amounts realized from the exercise of a non-qualified stock option or when restricted stock (or property) held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

- (e) Amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option; and
- (f) Other amounts which receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee), or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity contract described in Code Section 403(b) (whether or not the contributions are excludable from the gross income of the Employee).

For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, Compensation for prior Plan Years shall be limited to \$200,000. The \$200,000 limit on annual Compensation shall be adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code.

"Contributions Accumulation Account." Contributions Accumulation Account shall mean the sum of a Participant's aggregate Employee Contributions to the Plan for the period prior to December 1, 1982, plus interest compounded annually from the date each contribution is made to the earliest of the following dates: (a) the date on which the Participant's pension commences; (b) the date on which a pension becomes payable to his eligible Spouse or other contingent annuitant; or (c) the date on which a refund becomes payable to the Participant or Beneficiary. Interest for the period prior to December 1, 1976, shall be zero and, for the period beginning on and after December 1, 1976, shall be at the rate of 5% per annum. With respect to contributions made during any Plan Year between December 1, 1976, and December 1, 1982, such contributions shall be assumed as having been made uniformly throughout such Plan Year. A Participant is one hundred percent (100%) vested at all times in his Contributions Accumulation Account.

"Credited Service" shall be in years and fractions of a year and shall commence (a) for a Participant hired prior to December 1, 1977, at the later of his employment commencement date or age 22 (and shall include any period in which he was eligible to participate in the Plan but declined to make Employee Contributions) and (b) for any other Participant, as of the date on which he commenced participation in the plan, but shall not include any period during which he declined to make Employee Contributions. Credited Service shall terminate at a Participant's severance date, except that a Participant shall continue to earn Credited Service after his severance date for any period for which he receives Earnings for accrued vacation, any paid Leave of Absence, any authorized Leave of Absence due to military service or any authorized Leave of Absence prior to December 1, 1982 during which the Participant made Employee Contributions.

"Disability." Disability shall mean a physical or mental condition which entitles the Participant to a Social Security Disability Insurance benefit under the Social Security Act, as evidenced by a determination letter from the Social Security Administration, or, to a sickness benefit under the Railroad Retirement Act.

"Domestic Partner." Domestic Partner shall mean a person of same or opposite sex as a Participant who:

- (a) Is at least 18 years of age;
- (b) Is not related by blood to the Participant;
- (c) Has executed an affidavit of domestic partnership with the Participant, as required by the Plan;
- (d) Has a close and committed personal relationship with the Participant, as evidenced by a joint economic interdependence;
- (e) Is currently living with the Participant and the two (2) have been living together on a continuous basis prior to filing the affidavit; and
- (f) Has not been a member of another domestic partnership for the purposes of eligibility in the Plan within the six (6) month period immediately preceding the current relationship.

"Earliest Retirement Age." Earliest Retirement Age shall mean age 55, the earliest age at which a Participant may begin receiving his Accrued Benefit under the Plan.

"Earnings." Earnings shall mean Salary as defined in Section 1.29 of the Base Plan. Prior to January 1, 2011, Earnings included:

- (a) The wages paid to an Employee by the Employer for personal services rendered during the period considered as Vesting Service, as reported on the Employee's Federal Income Tax Withholding Statement (Form W-2 or substitute), excluding life insurance costs, contributions to this or any other deferred compensation plan of the Employer, moving expenses, or any other amount required to be reported which is not direct compensation;
- (b) Amounts the Participant has elected to have contributed by the Employer under Code Section 401(k); and
- (c) Effective December 1, 1998, any other amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code Sections 125, 402(g), or 457; and
- (d) Effective January 1, 2001, any elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4).

"Employee Contributions." Employee Contributions shall mean contributions required by employees under the HERE IU Plan prior to December 1, 1982 as a condition of participation.

"Employer." Employer shall mean the Hotel Employees and Restaurant Employees International Union, acting through its General Executive Board, or its successor or successors.

"Fifty Percent Joint and Survivor Pension." A Fifty Percent (50%) Joint and Survivor Pension is an immediate annuity for the life of the Participant, with a survivor annuity for the life of the Participant's eligible Spouse, which is fifty percent (50%) of the amount of the annuity that is payable during the joint lives of the Participant and his eligible Spouse and which is the Actuarial Equivalent of the Single Life Pension. The last payment under a Fifty Percent Joint and Survivor Pension shall be made as of the first day of the month in which the death of the survivor occurs.

"Final Average Monthly Earnings." Final Average Monthly Earnings shall mean the result obtained by dividing the total Earnings of a Participant during the "considered period" by the number of months, including fractional months, for which such Earnings were received. The "considered period" shall be the sixty (60) month period during the last one hundred and twenty (120) months of Credited Service when Earnings were highest. If less than five (5) years of Credited Service have been earned by the Participant, then the considered period shall be the period of Credited Service earned.

For purposes of determining Final Average Monthly Earnings of a Participant who was employed with the Employer on November 1, 2001, and whose Earnings were reduced beginning November 1, 2001, the amount of Earnings attributable to such Participant for each consecutive month of employment beginning with November 2001, shall be the greater of:

- (a) the amount of Earnings the Participant would have received if the reduction in Earnings had not taken place, based on the Participant's rate of pay in effect on October 31, 2001; or
- (b) the actual Earnings of the Participant.

Solely for purposes of determining Final Average Monthly Earnings of a Participant (i) who, prior to October 1, 2005, was accruing a benefit under both the HERE IU Plan and the HERE OEL Plan and (ii) whose accrued benefit under the HERE OEL Plan was frozen as of his date of transfer to UNITE HERE IU only employment, such Participant will continue to accrue a benefit under the Plan (including this Appendix XIX) as provided under the Plan. The amount of Earnings attributable to such Participant under this Appendix XIX shall be based on his monthly Earnings prior to the date of transfer with respect to service accrued prior to the date of transfer and shall be determined as otherwise set forth in this Appendix with respect to service accrued after such transfer date.

"Normal Retirement Age." For an Employee who first became a Participant prior to December 1, 1996, Normal Retirement Age shall be age 55. For an Employee who became a Participant on or after December 1, 1996, Normal Retirement Age shall be the later of (a) the Employee's 55th birthday; or (b) the date which is the fifth (5th) anniversary of the date on which the Employee commenced participation in the Plan.

"One-Year Period of Severance." One-Year Period of Severance shall mean a twelve (12) consecutive month period, beginning on an Employee's Severance Date and ending on the first anniversary of such date, in which the Employee fails to perform an Hour of Service.

"Period of Service." Period of Service shall mean a period of service with the Employer commencing on the date that the Employee first performs an Hour of Service or first performs an Hour of Service following a Period of Severance which is not required to be taken into account under the Period of Severance provisions, as set forth in Article 5 of the Prior Plan and ending on the Employee's Severance Date. Notwithstanding the preceding sentence, the following periods shall be considered Periods of Service under the Plan: (a) authorized Leaves of Absences which extend beyond an Employee's Severance Date; and (b) periods following an Employee's Severance Date for which he receives Earnings for accrued vacation. A Period of Service shall not include a period attributable to any severance pay granted upon termination of service.

"Period of Severance." A Period of Severance is a period beginning on an Employee's Severance Date and ending on the date on which the Employee again completes an Hour of Service.

"Prior Plan." The Hotel Employees and Restaurant Employees International Union Pension Plan, as amended and re-stated effective December 1, 2001.

"Prohibited Employment." For a Participant who has attained Normal Retirement Age, Prohibited Employment occurs either when such Participant Retires and begins receiving his pension, then returns to employment with the Employer and is compensated for more than 83 Hours of Service per month or when such Participant continues working past Normal Retirement Age for the Employer and is compensated for more than 83 Hours of Service in a calendar month.

"Qualified Joint and Survivor Annuity." A Qualified Joint and Survivor Annuity is the Fifty Percent Joint and Survivor Pension as defined in this Appendix.

"Qualified Election." A Qualified Election is a waiver of the Qualified Joint and Survivor Annuity as defined in Section 7.1 of the Base Plan.

"Required Beginning Date." A Participant's Required Beginning Date shall mean the April 1 of the first calendar year following the later of the calendar year in which the Participant reaches age 70 1/2, or the calendar year in which the Participant Retires.

"Retire/Retirement." Retire or Retirement shall mean separation from service with the Employer for a reason other than death after a Participant has fulfilled all requirements for a Normal or Disability Retirement Pension. Retirement shall be considered as commencing on the date immediately following a Participant's last day of employment (or authorized Leave of Absence, if later).

"Severance Date." Severance Date shall mean the earlier of: (a) the date on which an Employee quits, retires, is discharged, or dies; or (b) the first anniversary of the first date of a period in which an Employee remains absent from service with the Employer (with or without pay) for any reason other than a quit, retirement, discharge, or death, such as vacation, holiday, sickness, disability, leave of absence, or layoff.

"Special Lump Sum Benefit." Defined in Appendix B.

“Year of Vesting Service.” A Year of Vesting Service shall be credited for each one-year Period of Service completed under the Plan, regardless of whether such one-year Periods of Service are completed consecutively. In order to determine the number of one-year Periods of Service, any non-successive Periods of Service shall be aggregated on the basis that twelve (12) months of service (thirty (30) days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service equal a one-year Period of Service. From and after December 1, 1976, in calculating an Employee’s Years of Vesting Service, the following rules apply:

- (i) if an Employee incurs a Period of Severance due to quit, retirement, or discharge, and if the Employee then performs an Hour of Service within twelve (12) months of the Severance Date, the Period of Severance will be considered a Period of Service.
- (ii) Notwithstanding (i), above, if an Employee is absent from service for twelve (12) months or less due to any reason other than a quit, retirement, or discharge, and, during this period of absence, if the Employee quits, retires, or is discharged, then performs an Hour of Service within twelve (12) months of the date on which he was first absent from service, the Period of Severance shall be considered a Period of Service.
- (iii) The following Periods of Service may be disregarded:
 - (A) For Plan Years beginning prior to December 1, 1985, the Period of Service completed by an Employee before the date on which he attained age 22;
 - (B) For Plan Years beginning on or after December 1, 1985, the Period of Service completed by an Employee before the date on which he attained age 18; and
 - (C) Any Period of Service not required to be counted under the Prior Plan’s Period of Severance provisions, as explained in Article 5 of the Prior Plan.

An Employee who is not vested on his Severance Date, who incurs a One-Year Period of Severance (or consecutive One-Year Periods of Severance), and whose Period of Service under the Plan is not disregarded under the Prior Plan’s Period of Severance provisions, as explained in Article 5 of the Prior Plan, shall continue to vest in accordance with Section 3.1 of the Prior Plan immediately upon his Re-employment Commencement Date.

Notwithstanding any Plan provision to the contrary, for an Employee who became a Participant prior to December 1, 1981, Years of Vesting Service calculated under this Appendix XIX for Periods of Service completed prior to December 1, 1981, shall not be less than Years of Vesting Service calculated under the provisions of the plan in effect immediately prior to December 1, 1981 (“the Pre-1981 HERE IU Plan”), In the event such a Participant incurred a Period of Severance prior to December 1, 1981, and returned to service on or after December 1, 1981, the determination of whether the Period of Service completed prior to December 1, 1981, shall be taken into account for purposes of calculating

the Participant's Years of Vesting Service shall be made under either the Pre-1981 HERE IU Plan's period of severance provisions or the Period of Severance provisions of this Appendix XIX, whichever provisions, if any, shall result in the greater number of Years of Vesting Service for the Participant.

All Periods of Service with employers who are members of a controlled group of corporations, trades or businesses under common control, and affiliated services groups shall be included for purposes of calculating an Employee's Years of Vesting Service in accordance with Code Sections 414(b), (c), and (m).

Participation Requirements

Effective December 1, 1984 through November 30, 1985, an Employee was eligible to participate at the later of age 25 and completion of one year of service. After December 1, 1985, an Employee shall be eligible to participate at the later of age 21 and completion of one year of service.

In the event an Employee incurs a period of severance and then performs an Hour of Service within twelve months, the period of severance will be count as service for purposes of eligibility to participate in the Plan. If more than a one year period of severance occurs, and the Participant is (i) vested or (ii) not vested but returns to employment prior to a five year break, then participation under this Appendix re-commences immediately upon re-employment. Under any other circumstances, re-hires shall be subject to the Base Plan provisions.

Employees first hired after July 12, 2004 shall not be eligible for participation under the Appendix.

Severance Benefit

Upon termination of service for any reason other than death, a Participant who is not eligible for a normal, disability or deferred pension shall be eligible for a Severance Benefit, which shall be an amount equal to his Contributions Accumulation Account. The Severance Benefit shall be paid in any of the forms of benefit otherwise available under the Plan and shall be subject to the Payment of Small Benefits provisions under the Base Plan Section Seven.

Amount of Retirement Benefits

Normal Retirement Pension

(a) Retirement at Normal Retirement Date.

Subject to the provisions of Appendix A, a Participant's Normal Retirement Pension on a single-life basis at his Normal Retirement Date shall be the sum of his "Regular Benefit" and "Past Service Benefit," if any, as described in (i) and (ii), below:

(i) Regular Benefit. A Participant's "Regular Benefit" is equal to the greater of (A) or (B), below:

(A) The Participant's Accrued Benefit under Appendix A, plus the sum of (I) and (II), below:

- (I) Two percent (2%) of his Final Average Monthly Earnings, multiplied by his years of Credited Service earned between December 1, 1989, and November 30, 2002; and
- (II) Three percent (3%) of his Final Average Monthly Earnings multiplied by his years of Credited Service earned from and after December 1, 2002. Effective January 1, 2006, the multiplier for Participants who are represented by a collective bargaining representative shall be two and one-half percent (2 ½%) for Credited Service earned after such date. Effective as of June 1, 2006, the multiplier for Participants not represented by a collective bargaining representative shall be two and one-half percent (2½%) for Credited Service earned after such date.

For purposes of calculating the amount of a Participant's "Regular Benefit", no more than a total of thirty (30) years of Credited Service shall be used. The thirty (30) years of Credited Service used in the calculation shall be the most recent thirty (30) years of Credited Service earned by the Participant and shall include years of Credited Service considered under Appendix A and years of Credited Service considered under Subsections (A)(I) and (II), above.

(B) The sum of (I) and (II), below:

- (I) Two percent (2%) of the Participant's Final Average Monthly Earnings, multiplied by his years of Credited Service earned before December 1, 2002; and

- (II) Three percent (3%) of the Participant's Final Average Monthly Earnings, multiplied by his years of Credited Service earned from and after December 1, 2002. Effective January 1, 2006, the multiplier for Participants who are represented by a collective bargaining representative shall be two and one-half percent (2 ½%) for Credited Service earned after such date. Effective as of June 1, 2006, the multiplier for Participants not represented by a collective bargaining representative shall be two and one-half percent (2½%) for Credited Service earned after such date.

For purposes of calculating the amount of a Participant's "Regular Benefit" under this Section, no more than a total of thirty (30) years of Credited Service shall be used. The thirty (30) years of Credited Service used in the calculation shall be the most recent thirty (30) years of Credited Service earned by the Participant and shall include years of Credited Service considered under Subsections (B)(I) and (II) above.

- (ii) Past Service Benefit. A "Past Service Benefit" is provided to any Leased Employee who becomes a Participant in the Plan. Such benefit shall be calculated based on the service the Participant completed for the Employer while employed as a Leased Employee. The "Past Service Benefit" shall equal the sum of (A) and (B), below:
 - (A) Two percent (2%) of the Participant's Final Average Monthly Earnings during his service for the Employer in the capacity of a Leased Employee, multiplied by the number of years of "Past Service" completed for the Employer while employed as a Leased Employee prior to December 1, 2002; and
 - (B) Three percent (3%) of the Participant's Final Average Monthly Earnings during his service for the Employer in the capacity of a Leased Employee, multiplied by the number of years of "Past Service" completed for the Employer while employed as a Leased Employee from and after December 1, 2002. Effective as of June 1, 2006, the multiplier for Participants not represented by a collective bargaining representative shall be two and one-half percent (2½%) for "Past Service" earned after such date.

In determining the Participant's number of years of "Past Service," one year of "Past Service" shall be credited for each Plan Year prior to commencement of participation in the Plan in which the "Participant worked at least 501 Hours of Service; provided, however, that the sum of the Participant's years of "Past Service" and years of Credited Service earned after commencement of participation shall not exceed thirty (30) years. In the event that the sum of the Participant's years of "Past Service"

and years of Credited Service exceed thirty (30) years, the Participant's years of "Past Service" shall be reduced so that the sum equals thirty (30) years.

(b) Retirement After Normal Retirement Date.

(i) Continued Employment Which is Prohibited Employment. If a Participant continues in employment which is Prohibited Employment after his Normal Retirement Date, the following rules shall apply:

- (A) The portion of the Participant's Accrued Benefit which is derived from Employer contributions shall be suspended, and the portion of his Accrued Benefit which is derived from Employee Contributions, if any, shall be withheld until Retirement, then paid in accordance with (D), below.
- (B) The Participant shall continue to earn years of Credited Service for all Periods of Service completed under the Plan after his Normal Retirement Date. However, notwithstanding any Plan provision to the contrary, no Participant shall earn in excess of a total of thirty (30) years of Credited Service under the Plan, including years of Credited Service earned prior to and after the Participant's Normal Retirement Date.
- (C) At Retirement, the Participant's Normal Retirement Pension shall be calculated as set forth in (a), above, taking into consideration any additional years of Credited Service earned after his Normal Retirement Date.
- (D) The Participant shall also receive, as a lump-sum payment, the total of benefit payments derived from Employee Contributions, if any, that would have been payable as of his Normal Retirement Date (but for continued employment), increased by compounded interest at the rate of 5% per annum from his Normal Retirement Date to the date of his Retirement. In the event that the Participant dies prior to receiving the lump-sum payment described in this paragraph, such lump-sum shall be paid to his surviving Spouse or, if none, to his Beneficiary.

(ii) Continued Employment Which is Not Prohibited Employment. if a Participant continues in employment which is not Prohibited Employment after his Normal Retirement Date, the following rules shall apply;

- (A) Payment of the Participant's Normal Retirement Pension shall be delayed until Retirement.
- (B) The Participant shall continue to earn years of Credited Service for all periods of service completed under the Plan after his Normal

Retirement Date. However, notwithstanding any Plan provision to the contrary, no Participant shall earn in excess of a total of thirty (30) years of Credited Service under the Plan, including years of Credited Service earned prior to and after the Participant's Normal Retirement Date.

- (C) At Retirement, the Participant's Normal Retirement Pension shall be calculated as set forth in (a), above, taking into consideration any additional years of Credited Service earned after his Normal Retirement Date.
- (D) The Participant shall receive, as a lump-sum payment, the total of benefit payments derived from Employer contributions that would have been payable as of his Normal Retirement Date (but for continued employment), increased by compounded interest at the rate of 5% per annum from his Normal Retirement Date to the date of his Retirement. In the event that the Participant dies prior to receiving the lump-sum payment described in this paragraph, such lump-sum shall be paid to his surviving Spouse or, if none, to his Beneficiary.
- (E) The Participant shall also receive, as a lump-sum payment, the total of benefit payments derived from Employee Contributions, if any, that would have been payable as of his Normal Retirement Date (but for continued employment), increased by five percent (5%) compounded interest from his Normal Retirement Date to the date of his Retirement. In the event that the Participant dies prior to receiving the lump-sum payment described in this paragraph, such lump-sum shall be paid to his surviving spouse or, if none, to his Beneficiary.

(c) Re-Employment After Normal Retirement Date.

- (i) Re-Employment Which is Prohibited Employment. If a Participant is re-employed in employment which is Prohibited Employment after his Normal Retirement Date, the following rules shall apply:
 - (A) The portion of the Participant's Accrued Benefit which is derived from Employer Contributions shall be suspended, and the portion of his Accrued Benefit which is derived from Employee Contributions, if any, shall be withheld until re-Retirement, then paid in accordance with (D), below.
 - (B) The Participant shall continue to earn years of Credited Service for all periods of service completed under the Plan after his Normal Retirement Date. However, notwithstanding any Plan provision to the contrary, no Participant shall earn in excess of a total of thirty

(30) years of Credited Service under the Plan, including years of Credited Service earned prior to and after the Participant's Normal Retirement Date.

- (C) At re-Retirement, the Participant's Normal Retirement Pension shall be adjusted to take into consideration any additional years of Credited Service earned after his Normal Retirement Date.
 - (D) The Participant shall also receive, as a lump-sum payment, the total of benefit payments derived from Employee Contributions, if any, that would have been payable during the period of re-employment, increased by compounded interest at the rate of 5% per annum from his re-employment commencement date to the date of his Retirement. In the event that the Participant dies prior to receiving the lump-sum payment described in this paragraph, such lump-sum shall be paid to his surviving Spouse or, if none, to his Beneficiary.
- (ii) Re-Employment Which is Not Prohibited Employment. If a Participant is re-employed in employment which is not Prohibited Employment after his Normal Retirement Date, the following rules shall apply:
- (A) Payment of the Participant's Normal Retirement Pension shall be withheld during the period of re-employment.
 - (B) The Participant shall continue to earn years of Credited Service for all periods of service completed under the Plan after his Normal Retirement Date. However, notwithstanding any Plan provision to the contrary, no Participant shall earn in excess of a total of thirty (30) years of Credited Service under the Plan, including years of Credited Service earned prior to and after the Participant's Normal Retirement Date.
 - (C) At re-Retirement, the Participant's Normal Retirement Pension shall be adjusted to take into consideration any additional years of Credited Service earned after his Normal Retirement Date.
 - (D) The Participant shall receive, as a lump-sum payment, the total of benefit payments derived from Employer contributions that would have been payable during the period of re-employment, increased by compounded interest at the rate of 5% per annum from his re-employment commencement date to the date of his Retirement. In the event that the Participant dies prior to receiving the lump-sum payment described in this paragraph, such lump-sum shall be paid to his surviving Spouse or, if none, to his Beneficiary.
 - (E) The Participant shall also receive, as a lump-sum payment, the total of benefit payments derived from Employee Contributions, if

any, that would have been payable during the period of re-employment, increased by compounded interest at the rate of 5% per annum from his re-employment commencement date to the date of his Retirement. In the event that the Participant dies prior to receiving the lump-sum payment described in this paragraph, such lump-sum shall be paid to his surviving Spouse or, if none, to his Beneficiary.

- (d) Employment after Required Beginning Date. If a Participant Retires after he or she attains age 70 ½ the Participant's accrued benefit shall be actuarially increased to take into account any period after age 70 ½ in which the Participant was not receiving benefits under the Plan. The actuarial increase shall be provided for the period beginning on April 1 following the calendar year in which the Participant attains age 70 ½ and ending on the date on which benefits commence after Retirement. The actuarial increase shall be determined using a seven and a half percent (7.5%) interest rate and the Applicable Mortality Table (Exhibit I, Section A) and shall be the same as, and not in addition to, any actuarial increase required for the same period under Code Section 411 to reflect any delay in the payment of benefits after Normal Retirement Age.

Participants who either continue in employment past Normal Retirement Age or are reemployed for 83 hours or fewer per month shall not have their benefits suspended and such employment, or reemployment, shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who work 83 hours or fewer per month.

Special Unreduced Early Retirement Benefits. An early retirement benefit is payable to any Participant who did not have a separation from service as of December 1, 2003 and who 1) separates from service upon or after attaining age 53 and 2) has a Period of Service of at least 19 years. To be eligible, such Participant's employment must have ended because the Employer closed the Participant's department. The Special Unreduced Early Retirement Benefit is calculated in the same manner as the Normal Retirement Pension. Payment of this benefit will begin on the latest of the Participant's Severance Date, Participant's attainment of age 53, or the date elected in writing by the Participant, or as soon as all applicable Plan rules are met, if later. Participants choosing the Special Unreduced Early Retirement Benefit are not eligible for the Severance Benefit."

Disability Retirement Pension Eligibility. Eligibility for a Disability Retirement Pension requires a Disability while an active Participant and no service requirement.

Disability Retirement Pension. The monthly amount of the Disability Retirement Pension on a single-life basis shall be equal to the Participant's Accrued Benefit payable at Normal Retirement Age, adjusted for the Participant's age upon commencement of the pension so that it is the Actuarial Equivalent of the Normal Retirement Age pension.

Deferred Vested Pension Eligibility. Eligibility for a Deferred Vested Pension requires five Years of Vesting Service.

Deferred Vested Pension. The monthly amount of a Participant's Deferred Vested Pension on a single-life basis, commencing as of his Normal Retirement Date, shall be calculated in the same manner as a Normal Retirement Pension. The actuarial adjustment for a delayed Retirement shall be determined using an interest rate of 8.0% and the UP-1984 unisex mortality table.

Minimum Pension. The pension determined under this Appendix XIX for any Participant who was included under the prior provisions of the HERE IU Plan as of November 30, 1977, shall not be less than the monthly amount computed under the prior provisions of the HERE IU Plan based upon average compensation and the provisions of the HERE IU Plan in effect as of November 30, 1977, and benefit accrual service as of April 30, 1983.

Pre-Retirement Survivor Annuity. If a Participant dies after attainment of the Earliest Retirement Age, a Qualified Pre-retirement Survivor Annuity shall be paid to the Spouse of the Participant equal to the benefit that would have been paid had the Participant retired on the date of death and elected the 50% Contingent Annuity option. If a Participant dies prior to attainment of the Earliest Retirement Age, a Qualified Pre-retirement Survivor Annuity shall be paid to the Spouse of the Participant equal to the benefit that would have been paid had the Participant survived to his Earliest Retirement Age, retired, elected the 50% Contingent Annuity option and died prior to commencement of any benefits. A Pre-Retirement Survivor Annuity shall be payable to the Domestic Partner of a deceased Participant, in the same amount and with the same conditions, as applicable to a similarly situated surviving Spouse.

Normal Form of Pension Payments

A Participant's normal forms of pension payment is the Qualified Joint and Survivor Annuity for a married Participant. The normal form of pension payment for a Participant who is not married is a single life annuity.

Optional Forms of Pension Payments

In lieu of a Participant's right to receive payments in the forms described under the provisions of the Base Plan document, the immediately following provisions shall apply to Participants covered by this Appendix XIX.

Single Life Annuity Option. A married Participant who has waived the Qualified Joint and Survivor Annuity by making a Qualified Election, may elect, on a form provided by the Trustees, to receive his Accrued Benefit in the form of a single life annuity.

Contingent Annuity Options. A Participant who is eligible for a Normal Retirement Pension or a Deferred Vested Pension and, in the case of a married Participant, who has waived the Qualified Joint and Survivor Annuity by making a Qualified Election, may elect, on a form provided by the Trustees, to receive his Accrued Benefit in the form of a contingent annuitant option, as described below:

- (a) 100 Percent Contingent Annuity : Under a 100 Percent Contingent Annuity option, the Participant shall receive a reduced pension for life, and, after his

death, his contingent annuitant (if surviving) shall receive a pension in the same amount for life.

- (b) 75 Percent Contingent Annuity: Under a 75 Percent Contingent Annuity option, the Participant shall receive a reduced pension for life, and, after his death, his contingent annuitant (if surviving) shall receive a pension equal to seventy-five percent (75%) of the amount of the Participant's pension for life.
- (c) 50 Percent Contingent Annuity: Under a 50 Percent Contingent Annuity option, the Participant shall receive a reduced pension for life, and, after his death, his contingent annuitant (if surviving) shall receive a pension equal to fifty percent (50%) of the amount of the Participant's pension for life.

The aggregate of the benefit payments which are expected to be made under any of the above options shall be the Actuarial Equivalent of the single life pension computed for the Participant. Notwithstanding any Plan provision to the contrary, if a contingent annuitant is other than the Participant's Eligible Spouse, and if the contingent annuitant is more than ten years younger than the Participant, the rules under Regulation 1.401(2)-6 shall be applicable.

If a Participant elects to receive his pension in the form of a contingent annuity option, but dies prior to his Annuity Starting Date, the election shall be ineffective, and the pre-retirement death benefit provisions shall apply.

Period Certain and Life Option. A Participant who is eligible for a Normal Retirement Pension or a Deferred Vested Pension, and, in the case of a married Participant, who has waived the Qualified Joint and Survivor Annuity by making a Qualified Election, may elect, on a form provided by the Trustees, to receive his Accrued Benefit as a Period Certain and Life Option. Under this option, a Participant shall receive a reduced pension payable until his death, and in the event his death occurs within a period of ten (10) or twenty (20) years after payments commence, as elected by the Participant, payment of the pension shall be continued in the same amount to the Participant's designated Beneficiary or Beneficiaries for the balance of the guaranteed ten (10) or twenty (20) year period. The following rules apply:

- (a) This option shall not be available if the guaranteed ten (10) or twenty (20) year period extends beyond the Participant's life expectancy.
- (b) If a Participant designates more than one Beneficiary, each shall share equally, unless the Participant specifies a different allocation or preference.
- (c) The designation of a Beneficiary, and any change or revocation thereof, shall be made on forms provided by the Trustees and shall not be effective unless and until filed with the Trustees.
- (d) If a Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant, the amount payable (if any) upon his death shall be paid in accordance with the order of precedence applicable generally under the Plan.

The benefit payments which are expected to be made under this option shall be the Actuarial Equivalent of a single life pension computed for the Participant. If a Participant elects to receive his Accrued Benefit in the form of a Period Certain and Life Option, but dies prior to his Annuity Starting Date, the election shall be ineffective.

Level Income Option. A Participant who is eligible for a Normal Retirement Pension or a Deferred Vested Pension which will commence prior to the earliest age as of which he will become eligible for a Social Security retirement benefit may elect, on a form provided by the Trustees, to receive his Accrued Benefit in the form of a Level Income Option, provided that, in the case of a married Participant, he has waived the Qualified Joint and Survivor Annuity by making a Qualified Election, and further provided that, in the case of a Participant who is eligible for a Deferred Vested Pension, such Participant separated from service after attaining age 55 and completing at least fifteen (15) years of Service.

Under the Level Income Option, the amount of the benefit payments shall be adjusted so that an increased amount shall be paid prior to the time the Participant's Social Security retirement benefit commences, and a reduced amount shall be paid after the Participant's Social Security retirement benefit commences, thereby enabling the Participant to receive retirement income in an approximately level amount for life. Such adjusted benefit payments shall be determined using: (a) the Applicable Mortality Table and the Applicable Interest Rate (see Exhibit I-Section A); or (b) the interest rate and mortality table used in determining the Actuarial Equivalent for other optional forms of payment (See Exhibit I – Section M), whichever produces the higher amount. If a Participant elects to receive his Accrued Benefit in the form of a Level Income Option, but dies prior to his Annuity Starting Date, the election shall be ineffective.

APPENDIX XIX-A

Grandfathered Benefits

Accrued Prior to December 1, 1989

- A.1 Purpose: Appendix A is to protect and define the benefits available to those Participants who have an Accrued Benefit (as defined in this Appendix A) as of November 30, 1989, and provides for a benefit under the Plan as an alternative to the benefit provided under the remainder of the Plan, if the benefit provided herein is greater. For purposes of interpreting Appendix A, the Plan terms in effect as of November 30, 1989 (the "Prior Plan"), shall govern.
- A.2 Eligibility: Appendix A is applicable only to those Participants who had an Accrued Benefit (as defined in the Prior Plan) as of November 30, 1989.
- A.3 Definitions: Unless otherwise indicated, the definitions for purposes of Appendix A are those terms defined in the Prior Plan as of November 30, 1989. For the purposes of convenience, certain definitions are restated below.
- (a) Earnings: The wages paid to an Employee by the Employer for personal services rendered during the period considered as Vesting Service, as reported on the Employee's Federal Income Tax Withholding Statement (Form W-2 or

substitute), excluding life insurance costs, contributions to this or any other Deferred Compensation Plan of the Employer, moving expenses, or any other amount required to be reported which is not direct compensation.

- (b) Final Average Monthly Earnings: The result obtained by dividing the total Earnings of a Participant during the Considered Period by the number of months, including fractional months, for which such Earnings were received. The "Considered Period" shall be the five (5) consecutive years out of the last ten (10) (or fewer) completed Plan Years of Credited Service when Earnings were highest, through November 30, 1989.
- (c) Primary Social Security Benefit: The monthly amount available to the Participant at age 65 (or upon actual Retirement, if later) under the provisions of Title II of the Social Security Act in effect on November 30, 1989, without regard to any increases in the wage base or benefit levels that take effect thereafter, subject to the following:
 - (i) If an Employee retires because of Disability, his primary Social Security benefit shall be the monthly amount payable as a Disability Insurance benefit under the Social Security Act.
 - (ii) If the Employee terminates employment prior to attainment of his Normal Retirement Date and subparagraph (i), above, does not apply, his Social Security benefit shall be determined by assuming continuation of his Earnings until Normal Retirement Date, at the same rate of Earnings in effect immediately prior to such termination date.
 - (iii) The Employee whose employment with the Employer commenced after the later of 1950 or the year in which he attained age 21 shall be presumed to have received Earnings from January 1, 1951, or, if later, January 1st of the year in which he attained age 22 to the date his employment commenced, geared to the same rate of Earnings in effect when such employment commenced, but discounted at a compound annual rate of six percent (6%) per year; except that, if the Employee can, and elects to, furnish the Plan with an accurate record of his prior actual wages, the latter shall be considered in lieu of the presumed retroactive wages.
 - (iv) The primary Social Security benefit of a Participant who terminates employment after age 65 shall not be increased by the delayed retirement credit under the Social Security Act.
 - (v) Except as otherwise provided in the foregoing subparagraphs, the Employee's Social Security benefit shall be based only upon his actual wages received from the Employer including any Earnings received for his final calendar year of employment (even though such final year's Earnings might not be reflected in his actual Social Security benefit payments until the succeeding calendar year).

The Trustees may adopt rules governing the computation of primary Social Security benefit amounts, and the fact that an Employee does not actually receive such amount because of failure to apply or continuance of work, or for any other reason, shall be disregarded.

- (d) Special Consulting Group: The definitions pertaining to a Special Consulting Participant under this subparagraph (d), subparagraph (e), and, to the extent applicable, under subparagraph (f), are subject to the requirements under Sections A.7 and A.8. The term Special Consulting Group means Special Consulting Participants.
- (e) Special Consulting Participant: An Employee hired on or after his 64th birthday and prior to December 1, 1989, who became a Participant under Section 3.1 of the Prior Plan after completing at least one year of employment.
- (f) Accrued Benefit: The Accrued Benefit of a Participant other than a member of the Special Consulting Group (whose benefit is determined under the provisions of Section 5.4 of the Prior Plan as of November 30, 1989), is the amount payable at Normal Retirement Date computed under Section 5.1 of the Prior Plan, considering the Participant's Final Average Monthly Earnings at the date of determination and the total Credited Service he could accumulate if employment continued until his Normal Retirement Date, multiplied by a fraction of which the numerator is the Participant's Credited Service at the date of determination and the denominator is the total Credited Service he could accumulate if employment continued until his Normal Retirement Date.

A Participant's Accrued Benefit attributable to Employer contributions on any date is the excess of the Employee's total Accrued Benefit over the Accrued Benefit derived from the Employee's own contributions, if any.

A Participant's Accrued Benefit derived from his own contributions is the amount of single-life pension, payable at Normal Retirement Date, determined as one-twelfth (1/12) of the product of (a) his Contributions Accumulation Account, if any, with interest computed to his Normal Retirement Date, at the rate set forth in subparagraph 2.3(k) of the Prior Plan, multiplied by (b) eight percent (8%).

- A.4 Accrued Benefit After Re-employment: The Prior Plan provided for the repayment of a Participant's Accrued Benefit related to Credited Service earned prior to his Termination of Employment. This Section A.4 applies to anyone who had a portion of his Accrued Benefit distributed under Section 7.2 of the Prior Plan. All years of Vesting Service that were restored in accordance with the provisions of Section 3.4 of the Prior Plan shall be aggregated to determine the Participant's eligibility for benefits. The pension, if any, payable to or on behalf of a Participant whose years of Credited Service represent two (2) or more periods of employment shall be equal to the sum of the segments of his Accrued Benefit at each of said dates, based on the provisions of the Plan in effect on each of said dates, but subject to the following:

- (a) 50 Percent Vested Participants: If the Participant received a distribution under Section 6.7 of the Prior Plan after completion of nine (9) or more years of Vesting Service, the segment of his Accrued Benefit attributable to Employer contributions based on Credited Service prior to such distribution shall be equal to (i) his Accrued Benefit attributable to Employer contributions, as defined in Section 2.3(j) of the Prior Plan, during his prior period of Credited Service, multiplied by (ii) his Vested Percentage under Section 5.4 of the Prior Plan at his subsequent termination of employment, and reduced by (iii) the portion of such Accrued Benefit represented by the amount of the distribution previously received that was attributable to Employer contributions. However, the full segment of the Participant's Accrued Benefit may be restored upon timely repayment of the distribution, with interest, as provided in subparagraph (c) below.
- (b) Other Participants: If the Participant received a distribution under Section 6.7 or Section 7.2(b)(i) of the Prior Plan and before he had completed nine (9) years of Vesting Service, the segment of the Participant's Accrued Benefit based on Credited Service earned prior to such distribution and prior to December 1, 1982, shall be restored only if his pre-break Vesting Service and Credited Service were subject to reinstatement under subparagraph (a) above, and the Participant makes timely repayment of the full amount distributed, plus interest, in accordance with subparagraph (c) below. If both conditions are not satisfied, the Participant's prior Credited Service and Accrued Benefit attributable to Credited Service prior to December 1, 1982, shall be forfeited.
- (c) Repayment of Amounts Distributed: Any amount subject to repayment under Section 3.4 of the Prior Plan may not be repaid after the end of the five (5) year period beginning with the date distribution is made. Any repayment shall be made in a lump sum, in monthly installments, or by payroll deduction authorized by the Participant; provided that the Employer, in a nondiscriminatory manner, shall arrange that such repayment be made: (i) within a period not in excess of two years, commencing immediately upon re-participation, (ii) in level payments including principal and interest, and (iii) with compound interest at five percent (5%) per annum, or such other rate determined by regulations under ERISA.

A.5 Normal Retirement Pension: Subject to the Minimum and Maximum Pension provisions of Section 5.5 of the Prior Plan, and the provisions of Section 3.4(c) of the Prior Plan relating to an Accrued Benefit after re-employment, the amount of the Normal Retirement Pension on a single-life basis shall be equal to sixty percent (60%) of the Participant's Final Average Monthly Earnings, less forty percent (40%) of his primary Social Security benefit; except that, if the Participant has less than fifteen (15) years of Credited Service, the amount so determined shall be multiplied by a fraction of which the numerator is the Participant's Credited Service and the denominator is fifteen (15).

Notwithstanding the foregoing, if a Participant was covered under the provisions of the Plan in effect on December 1, 1977, in no event shall the amount of the Social Security offset exceed the product of: (a) eighty-three and one-third percent (83 1/3%) of his primary Social Security benefit, multiplied by, (b) a fraction, of which the numerator is

the "basic value" and the denominator is the sum of the "basic value," plus the Actuarial Equivalent of the death benefits provided under Section 6.10 of the Prior Plan from December 1, 1977, to the earlier of the Participant's 65th birthday or his Retirement date, and (c) if the Participant's pension commences prior to his attainment of age 65, multiplied by a factor which reflects a reduction rate of 1/15 for each of the first five (5) years and one-thirtieth (1/30th) for each of the next five (5) years by which the pension commencement date precedes the Participant's attainment of age 65. For purposes of this paragraph, "basic value" shall mean the Actuarial Equivalent of a monthly single-life annuity equal to the excess of sixty percent (60%) of the Participant's Final Average Monthly Earnings over the actual amount of his Social Security offset. If a Participant retires subsequent to his Normal Retirement Date, his pension shall not be less than the amount he would have received had his Retirement occurred as of his Normal Retirement Date.

- A.6 Disability Retirement Pension: Subject to the provisions of Section 5.5 of the Prior Plan, the monthly amount of the Disability Retirement Pension on a single-life basis shall be equal to the Participant's Accrued Benefit at Retirement, determined under the provisions of the first paragraph of Section 2.30 of the Prior Plan and actuarially reduced for the Participant's age upon commencement of the pension.
- A.7 Special Consulting Group: For purposes of the Special Consulting Participant provisions of this Plan, this Section and Section A.8 are effective with respect to benefits accrued prior to December 1, 1998. Upon termination of employment of a Special Consulting Participant, he shall be eligible for a pension, commencing as of the first day of the month coincident with or immediately following his Retirement date, in accordance with the provisions of this Section A.7. Any benefits accrued on or after December 1, 1998, shall not be subject to the provisions of this Plan regarding Special Consulting Participants.
- A.8 Special Consulting Pension: The pension payable on a single-life basis to a Special Consulting Participant shall be equal to \$20, multiplied by his years of Credited Service through November 30, 1989, to a maximum of \$200 per month. However, an Employee who became a Special Consulting Participant on or after August 1, 1989, shall receive a Normal Retirement Pension if that amount is greater than the amount described in the first sentence of this paragraph. Each Special Consulting Participant is one hundred percent (100%) vested at all times in his Accrued Benefit attributable to his own and Employer contributions.
- A.9. Death Benefits under Prior Provisions of the Plan: The provisions of this Section A.9 shall apply to a Participant who was covered under the provisions of the Plan in effect on November 30, 1977, and who is entitled to, but has not yet received, the Special Lump-Sum Benefit pursuant to an election under Section 5.6 of the Prior Plan.
- (a) Death Prior to Retirement and Completion of Five (5) Years of Vesting Service and Prior to Normal Retirement Date: Upon the death of a Participant prior to termination of employment and completion of five (5) years of Vesting Service and prior to his Normal Retirement Date, the greater of: (i) his Special Lump-Sum

Benefit, if any, or (ii) his Contributions Accumulation Account, if any, shall be payable to the Participant's designated Beneficiary as soon as practicable after the Participant's death.

- (b) Death Prior to Retirement But After Completion of Five (5) Years of Vesting Service and Normal Retirement Date: Upon the death of a Participant prior to his termination of employment but after completion of five (5) years of Vesting Service and his Normal Retirement Date, all or a portion of the Participant's Special Lump-Sum Benefit, if any, shall be paid to the Participant's designated Beneficiary at the time elected in writing for receipt of such benefit by the Participant. The amount of benefit payable and the times at which the benefit, if any, may be paid shall be governed by the following:

- (i) If the Participant elects that such benefit shall be payable as soon as practicable upon his death, then and notwithstanding anything contained herein to the contrary, the survivor's pension to which a survivor may become entitled under the Plan shall be adjusted or eliminated.

If the Actuarial Equivalent lump-sum value of the survivor's Pension is less than the Special Lump-Sum Benefit, then no survivor's Pension shall be payable. If the Actuarial Equivalent lump-sum value of the survivor's Pension is greater than the Special Lump-Sum Benefit, then the survivor's pension shall be reduced. Such reduced survivor's pension shall be the monthly single-life annuity which can be provided on an Actuarial Equivalent basis from the excess of the Actuarial Equivalent lump-sum value of the survivor's pension over the amount of the Special Lump-Sum Benefit.

- (ii) If the Participant elects that the Special Lump-Sum Benefit shall be payable only upon the death of the survivor designated to receive the survivor's pension, then the amount payable to the Beneficiary shall equal the excess of the Special Lump-Sum Benefit over the aggregate pension payments made under the Plan on behalf of the Participant.
- (iii) If the person designated by the Participant to receive the Special Lump-Sum Benefit, if any, under this Section is the same person designated by the Participant to receive the survivor's pension under the Plan, then notwithstanding the Participant's election, the designated Beneficiary/survivor may elect the time at which the Special Lump-Sum Benefit shall be paid, but such election shall be subject to all the same conditions and limitations specified in this subsection which would have applied to the Participant's election.
- (iv) Spousal consent.

- (c) Death After Termination of Employment and Before Pension Payments Commence: No benefit shall be payable under the provisions of this Section upon

the death of a Participant entitled to receive a Deferred Vested Pension who terminated employment prior to attainment of age 50 and completion of at least fifteen (15) years of Vesting Service. Upon the death of a Participant entitled to receive a Deferred Vested Pension, who terminated employment after attainment of age 50 with at least fifteen (15) years of Vesting Service and whose pension has not commenced, his Special Lump-Sum Benefit, if any, shall be payable to the Participant's designated Beneficiary as soon as practicable after the Participant's death.

As provided in the Plan, the Eligible Spouse or Domestic Partner of any vested Participant is covered by survivor pension provisions under the Plan. In the event of such a death (provided that the Special Lump-Sum Benefit is applicable), the Eligible Spouse or Domestic Partner may make the same elections applicable to the designated Beneficiary/survivor of a Participant whose death occurred prior to Retirement but after Normal Retirement Date under subparagraph (b)(iii) of this Section. However, the Eligible Spouse or Domestic Partner may make such elections only if the Eligible Spouse or Domestic Partner is the person designated by the Participant to receive his Special Lump-Sum Benefit. If the Eligible Spouse or Domestic Partner is not the designated Beneficiary, then a benefit may be payable to the Participant's designated Beneficiary. Such benefit shall be payable after cessation of all pension payments to an Eligible Spouse or Domestic Partner, if any, of the Special Lump-Sum Benefit over the aggregate pension payments made to the Eligible Spouse or Domestic Partner pursuant to the Plan.

- (d) Death After Pension Payments Commence: If a Participant's pension payments under the Plan had commenced prior to his death, then a benefit may be payable to the Participant's designated Beneficiary upon the death of the survivor of the Participant and, if applicable, his spouse or contingent annuitant. Such benefit shall equal the excess of the Special Lump-Sum Benefit over the aggregate pension payments made to or on behalf of the Participant under the Plan. If a Participant's Pension payments had commenced under the period-certain and life provisions of the Plan, any death benefits shall be those in accordance with such option. No benefit shall be payable if the Participant had received his Special Lump-Sum Benefit at termination of employment pursuant to an election under the Prior Plan, except to the extent that a residual pension there under was payable under the period-certain and life provisions of the Plan and the Participant's death occurs before expiration of the period-certain.

APPENDIX XIX-B
Special Lump-Sum Benefit

- B.1 Purpose: Appendix B is to protect and define a Special Lump-Sum Benefit, which was available to all Participants who were covered under the provisions of the Plan in effect on November 30, 1977.
- B.2 Eligibility: Appendix B is applicable only to those individuals who were Participants on or before November 30, 1989, and whose service was not disregarded or severed by a Period of Severance under the Plan.
- B.3 Definitions: Unless otherwise indicated, the definitions for purposes of Appendix B shall be those definitions contained in the Plan as of November 30, 1989.
- B.4 Special Lump-Sum Benefit: The Special Lump-Sum Benefit shall be equal to (1) or (2), whichever is greater, minus (3) and minus (4), but in no event greater than (5) or (6), whichever, if either, is applicable:
- (1) The amount of a Participant's death benefit, if any, under the provisions of the Plan in effect on November 30, 1977, with six percent (6%) interest compounded annually from such date to the earliest of: (i) the date on which the Participant's pension commences, (ii) the date on which a pension becomes payable to a Beneficiary of the Participant, or (iii) the date on which the Special Lump-Sum Benefit is paid to or on behalf of a Participant. If the date on which the Special Lump-Sum Benefit is paid to or on behalf of the Participant precedes the Participant's Normal Retirement Date, then the foregoing amount shall be reduced to its Actuarial Equivalent.
 - (2) Zero, unless the Participant's death occurs during active employment and then in such case, two (2) multiplied by the Participant's rate of Earnings in effect on the January 1st preceding the Participant's date of death.
 - (3) The group life insurance coverage in effect for the Participant, if any, under the Employees group life insurance policy covering active employees at the Participant's date of death.
 - (4) The additional lump-sum amount, if any, payable to or on behalf of a Participant under the Plan on account of continued employment beyond Normal Retirement Date.
 - (5) If the Special Lump-Sum Benefit is payable on or after the death of an active Participant, one hundred (100) multiplied by the pension the Participant would be entitled to receive at his Normal Retirement Date based on the Credited Service he could accumulate if employment continued until his Normal Retirement Date and Earnings and primary Social Security benefits in effect as of the date of death. However, if the Participant's Normal Retirement Date is prior to his date of death, then the applicable maximum Special Lump-Sum Benefit payable on or after the death of the Participant shall be equal to one hundred (100) multiplied by the

pension the Participant would have been entitled to receive if he retired on his date of death, whichever is applicable.

- (6) If the Special Lump-Sum Benefit is payable on or after the death of a retired Participant, an amount which will provide a death benefit the value of which equals the Actuarial Equivalent lump-sum value of the Participant's single-life pension at Retirement, plus the lump-sum value of the Normal Retirement Pension under the Plan.

Benefits under this provision are subject to the Qualified Election provisions.

- B.5 Special Option for Prior Plan Participants:** In lieu of a portion of, or all of, the pension determined under the Plan, a Participant who was covered under the provisions of the Plan in effect on November 30, 1977, may elect to receive his Special Lump-Sum Benefit. Such benefit may only be payable if the Participant is otherwise entitled to the commencement of his pension under the provisions of the Plan. However, if the Participant elects to receive his Special Lump-Sum Benefit and if the Actuarial Equivalent lump-sum value of his pension is greater than his Special Lump-Sum Benefit, a pension shall also be payable. The amount of such pension shall be the monthly single-life annuity which can be provided on an Actuarial Equivalent basis from the excess of the Actuarial Equivalent lump-sum value of the Participant's pension over the amount of his Special Lump-Sum Benefit. If there is no such excess, receipt of the Special Lump-Sum Benefit shall constitute full payment of the Participant's benefits under the Plan.

If a Participant who elected to receive his Special Lump-Sum Benefit under this Section is re-employed, the amount of his pension upon ultimate termination of employment shall be subject to the provisions of Appendix A.4(c) and then reduced or eliminated by the Actuarial Equivalent of the Special Lump-Sum Benefit previously paid.

Any pension payments which a Participant may be entitled to receive under this Appendix may be paid in an optional form of payment elected by the Participant under the Plan.

APPENDIX XIX-C
Reduction Factors for 10- and 20-Year Certain

Age	Reduction Factor for 10- Year Certain	Reduction Factor for 20- Year Certain
55	0.9672	0.9015
56	0.9637	0.8926
57	0.9599	0.8830
58	0.9556	0.8728
59	0.9509	0.8618
60	0.9457	0.8501
61	0.9399	0.8376
62	0.9335	0.8243
63	0.9266	0.8103
64	0.9190	0.7956
65	0.9109	0.7803
66	0.9021	0.7643
67	0.8927	0.7479
68	0.8827	0.7309
69	0.8719	0.7134
70	0.8600	0.6952
71	0.8470	0.6764
72	0.8330	0.6570
73	0.8177	0.6371
74	0.8014	0.6168
75	0.7840	0.5963
76	0.7655	0.5756
77	0.7462	0.5549
78	0.7261	0.5344
79	0.7051	0.5138
80	0.6833	0.4933

Appendix XX – Rochester Joint Board Plan Participants

CLOSED GROUP – September 15, 2008

The provisions of this Appendix XX apply to participants in the Rochester Regional Joint Board Retirement Plan (the "Rochester Plan") prior to September 15, 2008, and to Employees hired prior to September 16, 2008 who would have become participants of the Rochester Plan but for the merger. The Rochester Plan was merged into the Plan on September 15, 2008 and all participants in the Rochester Plan on that date became Participants in the Plan. Employees hired after September 15, 2008 shall be covered under the Base Plan provisions. In the event of any conflict between the terms of the Plan and the terms of this Appendix XX, the terms of this Appendix XX will control with respect to Participants covered by this Appendix XX. References in this Appendix to the Rochester Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XX, it is intended that the Plan and this Appendix XX be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Rochester Plan as of September 15, 2008 shall not be decreased as a result of the merger of the Rochester Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to September 15, 2008.

The following definitions shall apply for purposes of this Appendix XX (Base Plan definitions shall apply to this Appendix except as modified or overwritten in this Appendix):

1.02. "Accrued Benefit" of a Participant means, at any time, a monthly pension commencing at his Normal Retirement Date, payable in the normal form of pension payment described in Section 10.01(c), in an amount determined in accordance with the rules contained in Section 5.01 considering the Participant's Compensation and Years of Service to the date of his termination of employment with the Employer.

1.03. "Actuarial Assumptions" utilized in this Appendix shall be those assumptions utilized to compute the Accrued Benefit of each Participant as follows:

(a) Mortality. The Applicable Mortality Table (from the Base Plan).

(b) Interest. The Applicable Interest Rate (from the Base Plan) using a calendar year stability period, except that for calendar year 2009 the interest rate used shall not result in a lower benefit than that produced using the rate for November, 2008.

1.04. "Actuarial Equivalent" means the equality in value of aggregate amounts expected to be received under different forms, time or period of payment based upon the mortality and interest assumptions set forth in Section 1.03.

1.05. "Age" shall mean the chronological age attained by the Participant at his most recent birthday or as of such other date of reference as is set forth in this Appendix.

1.06. “Anniversary Date” shall mean January 1 of each year.

1.07. “Annuity Starting Date” shall mean Annuity Starting Date as defined in the Base Plan.

1.08. “Beneficiary” shall mean Beneficiary as defined in the Base Plan.

1.09. “Board of Directors” shall mean the Trustees as defined in the Base Plan.

1.10. “Break in Service” shall mean Break in Service as defined in the Base Plan.

1.12. “Compensation” shall have the meaning set forth in Sections 414(s) and 415(c) of the Code, specifically as defined in Treas. Reg. Section 1.414(s)-1(c)(1) and (2) and Treas. Reg. Section 1.415-2(d)(2), and shall mean the total amount of wages, salaries, bonuses, fees and other amounts and income from personal services rendered by a Participant during each Plan Year during which such person is or becomes a Participant. For Plan Years beginning after December 31, 1997, for purposes of the limitations set forth in Code Section 415 and with respect to all sections of this Plan except as specifically set forth in the next sentence, Compensation shall include (i) any elective deferral (as defined in Code Section 402(g)(3)), and (ii) any amount which is contributed or deferred by the Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Sections 125, 132(f)(4), or 457. Compensation shall not include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includable in the gross income of an Employee under Code Sections 125, 132(f)(4), 402(e)(3), 402(h) or 403(b). Compensation for purposes of computing contributions or benefits for Employees who are Participants in this Appendix shall be limited to \$150,000.00 of such Compensation for each Plan Year beginning on or after January 1, 1994, and ending on or before December 31, 2001, and shall be limited to \$200,000 of such compensation in each Plan Year beginning on or after January 1, 2002, as adjusted from time to time under Section 401(a)(17)(B) of the Code. For purposes of this limit,

(a) all plans maintained by the same Employer shall be treated as a single plan,

(b) all plans maintained with respect to one or more trades or businesses which are under common control within the meaning of Section 414(c) of the Code shall be treated as a single plan, and

(c) all plans in which any Employee participates as a self-employed employee shall be treated as a single plan with respect to such self-employed employee.

Effective January 1, 2011, Compensation shall not include severance pay.

1.14. “Credited Service” shall mean all service as an Employee of the Rochester Regional Joint Board from the date that said Employee was first employed by the Rochester Regional Joint Board, and:

(a) Participants with an Employment Commencement Date on or before December 31, 1995 shall also include service as an Employee of any other individual, partnership or

corporation, provided that such service was covered by a collective bargaining agreement between such individual, partnership or corporation and the Rochester Regional Joint Board.

(b) Participants with an Employment Commencement Date on or after January 1, 1996, who have accrued at least five Years of Service shall, for each Year of Service with the Rochester Regional Joint Board, include one year of Credited Service based on prior employment, in consecutive years prior to their Employment Commencement Date: (i) as an employee of any other individual, partnership or corporation, provided that such service was covered by a collective bargaining agreement between such individual, partnership or corporation and the Rochester Regional Joint Board or a labor organization which has merged with the Rochester Regional Joint Board and (ii) as an employee of a labor organization which has merged with the Rochester Regional Joint Board. Provided that the total number of years of prior service which can be credited pursuant to this paragraph may not exceed the lesser of the Participant's Years of Service or ten (10) Years of Credited Service.

1.15. "Early Retirement Age" shall mean an Employee's sixty-second (62nd) birthday or, if earlier, the date that the Participant meets the Rule of 85, as defined in Section 5.2 of this Appendix.

1.16. "Early Retirement Date" shall mean the date of the Participant's actual retirement at or after his Earliest Retirement Age, but prior to his Normal Retirement Date.

1.20. "Employer" shall mean the Rochester Regional Joint Board and any successor which adopts this Plan and assumes the obligation of the corresponding trust agreement and all other trades or businesses (whether or not incorporated) which are under common control within the meaning of Section 414(c) of the Code and the Regulations issued thereunder.

1.22. "Employment Commencement Date" shall mean the day upon which an Employee first performs an Hour of Service for the Employer.

1.23. "Entry Date" shall mean each January 1st and July 1st during which this Plan remains in effect.

1.25. "Excused Absence" means any of the following:

(a) Absence or leave granted by the Employer for any cause for the period stated in such leave, or, if no period is stated, then for six (6) months and any extensions that the Employer may grant in writing. For the purpose of this subparagraph, the Employer shall give equal treatment to all Employees in similar circumstances.

(b) Absence in any circumstances so long as the Employee continues to receive his regular Compensation from the Employer.

(c) Absence in the armed forces of the United States or government service in time of war or national emergency. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

(d) Absence by reason of illness or disability.

- (e) Absence by reason of:
 - (i) the pregnancy of the Employee;
 - (ii) the birth of a child of the Employee;
 - (iii) the placement of a child with the Employee in connection with the adoption of such child by the Employee; or
 - (iv) caring for such child for a period beginning immediately following such birth or placement.

With respect to a Leave of Absence due to the events specified in subparagraph (e) hereof, an Employee will be credited with Hours of Service which otherwise would normally have been credited to such Employee but for such absence, or if the Plan is unable to determine such Hours of Service, eight (8) Hours of Service per day of such absence, except that the total number of hours treated as Hours of Service by reason of any such pregnancy or placement shall not exceed 501 Hours of Service. The hours specified herein shall be treated as Hours of Service only in the Plan Year in which the absence from work began if an Employee would not have a Break in Service in such Plan Year solely because the hours are credited to such Plan Year, or in any other case, in the immediately succeeding Plan Year. No credit shall be given in the case of any such absence unless the Employee furnishes to the Plan such information as it may reasonably require to establish (1) the absence is for reasons specified herein, and (2) the number of days for which there was such an absence.

(f) An "Excused Absence" shall cease to be an "Excused Absence" and shall be deemed a Break in Service (unless the Employee has more than 500 Hours of Service in such Plan Year) as of the first day of such absence if the Employee fails to return to the service of the Employer (1) within five (5) days of expiration of any leave of absence referred to in paragraph (a) hereof; (2) at such time as the payment of regular Compensation is discontinued as referred to in paragraph (b) hereof; (3) within six (6) months after his discharge or release from active duty, or, if the Employee does not return to service with the Employer within the said six (6) months period by reason of disability incurred while in the armed forces, if he returns to service with the Employer upon the termination of such disability as evidenced by release from confinement in a military or veterans hospital; or (4) upon recovery from illness or disability. The Employer shall be the sole judge of whether or not recovery from illness or disability has occurred for this purpose.

(g) Solely for purposes of determining whether a Participant has incurred a Break in Service on or after August 6, 1993, any leave of absence granted by the Employer, up to twelve (12) weeks, that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break in Service for purposes of determining eligibility and vesting.

1.27. "Forfeiture" shall mean the portion of a Participant's Accrued Benefit which is not vested, and shall occur on the earlier of.

- (a) the distribution of the entire vested portion of a Participant's Accrued Benefit; or

(b) the last day of the Plan Year in which the Participant incurs five (5) consecutive one-Year Breaks in Service.

1.28. “Fund” or “Trust Fund” shall mean the Fund as defined in the Base Plan.

1.30. “Hour of Service” shall mean Hours of Service as defined in the Base Plan.

1.34. “Normal Retirement Age” shall mean an Employee’s sixty-fifth (65th) birthday and the fifth anniversary of the Employee’s participation in the Plan. In addition, it shall mean an Employee’s sixty-second (62nd) birthday, and the completion of thirty (30) years of Credited Service.

1.41. “Required Beginning Date” means the April 1st of the calendar year following the calendar year in which the Employee or Participant attains age 70 1/2.

1.42. “Spouse” shall mean Spouse as defined in the Base Plan.

1.43. “Total Disability” shall mean a physical or mental condition of such severity and probable prolonged duration as to entitle the Participant to disability retirement benefits under the Social Security Act.

1.47. “Year of Service” means any eligibility computation period or Plan Year during which an Employee completes at least 1,000 Hours of Service with the Employer.

(a) For purposes of eligibility, the initial eligibility computation period means the twelve (12) consecutive month period beginning with the Employment Commencement Date. The eligibility computation periods succeeding the initial eligibility computation period means every Plan Year (beginning with the Plan Year which includes the first anniversary of an Employee’s Employment Commencement Date) in which case an Employee shall be credited with a Year of Service for eligibility purposes in each computation period in which he completes at least 1,000 Hours of Service.

(b) When applied to vesting provisions, a “Year of Service” shall mean any Plan Year during which a Participant has 1,000 or more Hours of Service. However, a “Year of Service” will not be credited for any period of Excused Absence after the Participant incurs a Break in Service during such absence from the service of the Employer.

Where inconsistent with the terms of the Base Plan, the forms of pension payments and the amounts of such payments shall be determined pursuant to the following Sections:

Participation

Employees hired prior to January 1, 2008 become Participants in the Plan under this Appendix upon attainment of age 18 and completion of one Year of Service.

Participant Contributions

No Participant contributions are required nor shall contributions be permitted by any Participant under the Plan.

Retirement Benefits

5.01. Amount of Normal Retirement Benefits. A Participant retiring at his or her Normal Retirement Age shall thereupon become entitled to a normal monthly retirement benefit, equal to one-twelfth of the amount set forth in paragraphs (a) and (b), reduced in accordance with paragraph (c) as follows:

(a) Two and one-quarter percent (2.25%) times each Credited Year of Service to a maximum of thirty (30) years, plus one-percent (1.00%) times each Credited Year of Service in excess of thirty (30) years, not to exceed five (5) such years. Pro rata credit shall be given for fractional years to the last completed month. Service for the purpose of determining retirement benefits shall be computed on the basis of one (1) Credited Year of Service for each calendar year in which the Participant works 2,000 Hours of Service or more; and in any year in which the Participant works less than 2,000 Hours of Service, he shall receive 1/10th of a year of credit for each 200 Hours of Service or major fraction thereof so worked;

(b) Multiplied by the Participant's average annual Compensation during the highest three out of five years immediately preceding the year of the Participant's normal retirement;

(c) With respect to Participants with an Employment Commencement Date prior to January 1, 1996, their benefit shall be reduced by the monthly benefit or Actuarial Equivalent thereof to which the Participant is entitled upon normal retirement under any retirement, pension or profit sharing plan established or maintained under the terms of any collective bargaining agreement between the Rochester Regional Joint Board and any individual, partnership, or corporation. For purposes of this paragraph, the account balance under a defined contribution at the time of termination of employment with the former employer shall be deemed to be the account balance at the time of retirement under the plan.

5.02. Rule of 85; Rule of 95. Effective January 1, 1996, a Participant who retires will receive a benefit payable upon termination of employment determined as described in Section 5.01 (actuarially reduced, if applicable, for commencement of benefits prior to age 62) or, if greater, as described in this Section 5.02 (after the reduction described in Section 5.01(c) above, if applicable).

(a) If the sum of the Participant's age and Credited Years of Service equals or exceeds 85 (but is less than 95), the monthly benefit will be equal to 65% of average annual Compensation divided by 12.

(b) If the sum of the Participant's age and Credited Years of Service is less than 85, the monthly benefit will be equal to a percentage of average annual Compensation divided by 12, with such percentage equal to 65%, reduced by 1% for each integer that the sum of the Participant's age and Credited Years of Service is less than 85.

(c) If the sum of the Participant's age and Credited Years of Service equals or exceeds 95, the monthly benefit will be equal to 75% of average annual Compensation divided by 12.

5.03. Retirement Defined. As used herein, retirement means cessation of active employment with the Employer on a normal, early, disability, or postponed retirement date, and no benefits shall become payable to the Participant prior to cessation of employment.

5.04. Limitations on Annual Benefits. Notwithstanding any provision of the Plan to the contrary, in no event shall a Participant be entitled to receive an annual benefit that exceeds the limits described in Section 415(b) of the Code, as set forth in the Base Plan.

5.05. Provision to Prevent Duplication With Unemployment Compensation. If retirement benefits are otherwise payable hereunder during the same period of retirement for which unemployment compensation benefits are payable, the benefits payable hereunder shall be reduced by the amount of such other benefits actually received by the former Participant for such period. However, no such reduction shall have the effect of negative benefit payments hereunder for any period of retirement. The provisions of this Section shall prevail over the provisions of any other Section hereof.

5.06. Benefit Suspension upon Re-employment.

(a) Before Normal Retirement Age. In the event a retired Participant is re-employed by the Employer, his monthly benefit hereunder shall be suspended during the period in which the Participant is employed in Disqualifying Employment before he has attained Normal Retirement Age. "Disqualifying Employment" for the period before Normal Retirement Age is employment with the Employer and shall recommence on the date on which he again retires or is retired. However, his Beneficiary, if any, shall not suffer the loss of any rights as the result of such suspension. Notwithstanding the foregoing, Participants who are reemployed by the Employer prior to attaining Normal Retirement Age for 83 hours or fewer per month (which is deemed to be the equivalent of less than 12 days per month) shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who complete 83 hours or fewer of work per month.

(b) After Normal Retirement Age. If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month in which he worked or was paid for more than 83 hours in Disqualifying Employment. After attainment of Normal Retirement Age, "Disqualifying Employment" means employment with the Employer. However, in any event, any work for at least 83 hours in a month for which contributions are required to be made to the Plan shall be Disqualifying Employment. Paid non-work time shall be counted toward the measure of 83 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other Leave of Absence. A Participant shall be considered paid for a day if he is paid for at least one hour as described in the preceding sentence, performed on or attributed to that day. "Suspension of benefits" for a month means non-entitlement to benefits for the month. If the benefits were paid for a month for which benefits were later determined to be suspended, the overpayments shall be recoverable through deductions from future pension payments, pursuant to subsection (f)(2). Notwithstanding the foregoing, Participants who are reemployed by the Employer after attaining Normal Retirement Age for 83 hours or fewer per month (which is deemed to be the equivalent of less than 12 days per month) shall not have their benefits suspended and such employment shall be disregarded for purposes of determining Credited

Service. Where this occurs, Participants shall not accrue additional benefits during such period. Participating Employers shall not make contributions for Participants who complete 83 hours or fewer of work per month.

(c) Notices.

(i) Upon commencement of the pension payments, the Plan shall notify the Participant of the Plan of the rules governing suspension of benefits. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules.

(ii) The Plan shall inform a Participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable Regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. If the Plan intends to recover prior overpayment by offset under subsection (f)(2), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered, and the periods of employment to which they relate.

(d) Review. A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Plan within 180 days of the notice of suspension. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be Disqualifying Employment.

(e) Waiver of Suspension. The Plan may, upon their own motion or on request of a Participant, waive suspension of benefits subject to such limitations as the Plan in their sole discretion may determine, including any limitations based on the Participant's previous record of benefit suspensions or non-compliance with reporting requirements under this Section.

(f) Resumption of Benefit Payments.

(i) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Plan has complied with the notification requirements of paragraph (c) above.

(ii) Overpayments attributable to payments made for any month or months for which the Participant had Disqualifying Employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25 percent of the pension amount (before deduction), except for the first pension payment made upon resumption after a suspension, which may be reduced up to the full amount of the monthly pension benefit. If a Participant dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to his Beneficiary or Spouse, subject to the 25 percent limitation on the rate of deduction.

(g) No benefits will be suspended under this Section for months starting on and after

a Participant's Required Beginning Date.

5.07. Benefit Adjustment upon Re-retirement. During the period of re-employment of a retired Participant, he shall, if re-employed into an eligible Employee classification, accrue additional benefits for Years of Service for the period of such re-employment, and his Years of Service with the Employer prior to the period of his termination of employment shall be added to his Years of Service of re-employment for all purposes under this Plan. When the Participant again retires, the amount of monthly benefits shall be determined based on his Credited Service, to the date of his most recent retirement, such amount being appropriately adjusted in accordance with recognized actuarial principles to take into account payments previously made, the nonpayment of benefits during the period of his reemployment, and other relevant factors.

5.08. Early Retirement. A Participant who has attained age sixty-two (62) may retire on the first day of any month prior to his Normal Retirement Date.

5.09. Disability Retirement. A Participant who has not attained his Normal Retirement Age shall be eligible for Disability Retirement provided that he is eligible for disability insurance benefits under the Federal Social Security Act, and further provided that he has remained totally disabled by reason of bodily injury or disease for a period of at least twenty-six (26) consecutive weeks.

5.10. Benefit Accrual Beyond Normal Retirement. In the event a Participant continues in the employ of the Employer past his Normal Retirement Date, he shall receive a benefit as of his date of actual retirement equal to the greater of (a) the Participant's Normal Retirement Benefit calculated as of his Normal Retirement Date and increased actuarially for late commencement, or (b) the Participant's Normal Retirement Benefit under Section 5.01 calculated by replacing Normal Retirement Benefit Date with Late Retirement Benefit Date wherever it appears.

RETIREMENT BENEFITS AND DISABILITY BENEFITS

7.01. Normal Retirement Benefit. The Normal Retirement Benefit shall be payable with respect to any Participant retiring at his Normal Retirement Date and shall be equal monthly payments based upon one hundred percent (100%) of the Participant's Accrued Benefit, beginning on the commencement date established in Section 10.01 hereof and ending on the first day of the month in which his death occurs.

7.02. Early Retirement Benefit. An Early Retirement Benefit shall be payable upon a Participant attaining his Early Retirement Age (without respect to the Rule of 85) and shall be equal monthly payments based upon one hundred percent (100%) of the Participant's Accrued Benefit beginning as soon as practicable after the Participant has retired on early retirement and ending on the first day of the month in which his death occurs. If such benefit commences earlier than age 62, such benefit shall be reduced to be the Actuarial Equivalent of the amount payable at age 62.

7.03. Disability Retirement Benefit. The Disability Retirement Benefit shall be payable to any Participant upon his disability in equal monthly payments based upon one hundred percent (100%) of the Participant's Accrued Benefit, said monthly payments beginning

as soon as practicable after the Participant's disability has been established and ending on the first day of the month in which his death occurs.

7.04. Deferred Retirement Benefit. The Deferred Retirement Benefit shall be payable upon the Participant's retiring after his Normal Retirement Date and shall be monthly payments based upon his Normal Retirement Benefit as computed in accordance with the provisions of Section 5.10 of this Appendix; beginning as soon as practicable upon his deferred retirement and ending on the first day of the month in which his death occurs.

7.05. Separation from Service. A Participant whose employment with the Employer terminates and who incurs a Break in Service, other than by reason of death or disability, before he attains his Early or Normal Retirement Age and after completing five (5) Years of Service shall be vested in his Accrued Benefit and shall be entitled to receive the present value of his Accrued Benefit, as of the close of the Plan Year within which his employment terminates, provided that the written consent of the Participant and the Participant's Spouse shall be required. In cases where the consent required above is not given, the Employer shall defer payment of the Participant's vested interest until such consent is given, provided that no such deferral shall be for a period beyond that provided in Section 10.01(a) of this Appendix.

7.06. Written Explanation to Recipients of Distributions Eligible for Rollover Treatment. The rules of Section 11.3 of the Base Plan shall apply.

Pre-Retirement Death Benefits

8.01. Preretirement Survivor Annuity Benefit. A Qualified Preretirement Survivor Annuity shall be provided to the surviving Spouse of a Vested Participant who dies before the Annuity Starting Date. A Participant may elect to waive the Qualified Preretirement Survivor Annuity form of benefit within the time period and pursuant to the rules contained in Sections 10.01(e) and (f) of this Appendix.

Method and Timing of Benefit Distributions

10.01. Retirement, Disability and Benefits Upon Separation from Service.

(a) **Commencement Date.** Should a Participant become entitled to benefits pursuant to the provisions of Section 7 of this Appendix, such benefits shall commence not later than the 60th day after the latest of the close of the Plan Year in which:

- (1) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified hereunder (if other than age 65) occurs,
- (2) the 10th anniversary of the year in which the Participant commenced participation in the Plan occurs, or
- (3) the Participant terminates service with the Employer.

(b) **Required Distributions.** The rules of Article VIII of the Base Plan shall apply.

(c) Normal Form of Benefit. The normal form of Accrued Benefit in the case of a Vested Participant who retires under this Plan shall be provided to such Participant in the form of a Qualified Joint and Survivor Annuity. A Participant may elect to waive the Qualified Joint and Survivor Annuity form of benefit within the time period and pursuant to the rules contained in Section 10.01(e) and (f) of this Appendix.

(d) Optional Form of Benefit. Any Vested Participant may, in accordance with the rules contained in and within the time period specified Section 10.01(e) and (f), waive the normal form described in Section 10.01(c) and receive such benefit which is the Actuarial Equivalent to the Normal Form under one of the following forms:

- (1) lump sum payment;
- (2) a Joint-and-Survivor Annuity naming any dependent or related person as a contingent annuitant, provided that at the time of purchase, 60% or more of the value of the annuity applies to the provision of benefits for the retired Participant;
- (3) a Straight Life Annuity;
- (4) a Period Certain Annuity, with payments guaranteed for a period of 5, 10, or 15 years, as determined by the Participant with the consent of the Plan;
- (5) an investment or variable annuity, provided that no such annuity may be of an "interest only" variety;
- (6) any combination of the foregoing.

Under no circumstances shall a Participant elect any "interest only" optional form of benefit, nor shall any distributed contract offer other optional modes of payment.

(e) Election of Optional Form of Benefit. Subject to the rules of Section Seven of the Base Plan (which shall override any inconsistent provision in this section (e)), each Participant may elect at any time during the Applicable Election Period to waive the Qualified Joint and Survivor Annuity form of benefit or the Qualified Preretirement Survivor Annuity form of benefit (or both) and choose one of the alternative forms of benefit set forth in Section 10.01(d) above and the Beneficiary(ies), to receive such benefit. Any such elections may be revoked at any time during the Applicable Election Period. Such waiver, election, and/or revocation shall be in writing and be on forms provided by the Plan. No election of an optional form of benefit under this Section, the consequential waiver of the Qualified Joint and Survivor Annuity, and/or the Qualified Pre-retirement Survivor Annuity form of benefit, and/or the designation of any non-Spouse Beneficiary shall take effect unless:

- (1) (i) the Spouse of the Participant consents in writing to such election, and the Spouse's consent acknowledges the effect of such election and such Spouse's consent is witnessed by a notary public or a Plan representative, and/or, as the case may be;

(ii) the Spouse consents to such Beneficiary and form of benefit designations which may not be changed without spousal consent (or such consent expressly permits changes in designations by the Participant without such spousal consent); or

(2) the Participant establishes to the satisfaction of the Plan under rules of general applicability that the consent required under subparagraph (1) above cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because of any other circumstances permitted by Treasury Regulations. A Participant's statement of his or her marital status shall be absolutely dispositive thereof, and the Plan may rely thereon. The Plan is not required at any time to inquire into the validity of any marriage, the effectiveness of a common-law relationship, or the claim of any alleged statement of his or her marital status and identity of his or her Spouse. Any consent by a Spouse under this subsection or, if applicable, the establishment by a Participant that written consent cannot be obtained shall be effective only with respect to such Spouse.

(f) Special Rules and Definitions. As used herein, the term:

(1) "Qualified Joint and Survivor Annuity" means an annuity for the life of the Participant with a survivor annuity for the life of the Spouse of the Participant which is fifty percent (50%) of the amount payable during the joint lives of the Participant and his Spouse and which is equal to the single annuity form of payment for the life of the Participant (i.e., there is no charge for the Qualified Joint and Survivor Annuity). Any annuity in a form having the effect of a Qualified Joint and Survivor Annuity shall be included in this definition. In addition to the foregoing, Section 7.1(e) of the Base Plan shall apply.

(2) "Qualified Pre-retirement Survivor Annuity" means a survivor annuity for the life of the Participant's surviving Spouse where the payments to the surviving Spouse under such annuity are the same as, or the Actuarial Equivalent of, the amounts payable as a survivor annuity under the Qualified Joint and Survivor Annuity form of benefit under this Plan, computed as if:

(i) in the case of a Participant who dies after the date on which he attained the Earliest Retirement Age under this Plan, the Participant had retired with an immediate Qualified Joint and Survivor Annuity on the day before his date of death, or

(ii) in the case of a Participant who dies on or before the date on which the Participant would have attained the Earliest Retirement Age under this Plan, he had (A) separated from service on the date of death, (B) survived until Earliest Retirement Age, (C) retired with an immediate Qualified Joint-and-Survivor Annuity, and (D) died on the day after his Earliest Retirement Age.

The earliest period for which an eligible surviving Spouse may receive a payment under such annuity is the month following the month in which the surviving Spouse has applied for such payments. The latest date on which an eligible surviving Spouse must commence receipt of payments hereunder is April 1 of the year following the year in which the Participant would have reached age 70 1/2.

(3) "Straight Life Annuity" means an annuity benefit payable monthly (or if monthly benefits would be less than \$25.00, then payable at the shortest periodic intervals which would generate a benefit of not less than \$25.00 provided that such intervals shall be not less frequent than annually commencing as of the benefit commencement date hereinabove specified and ending with the payment made on the day coincident with or the payment immediately preceding the Participant's death.

(4) "Period Certain Annuity" means an annuity payable to the Participant only during his lifetime, as in (3) above, provided, however, that in the event of the Participant's death prior to the receipt of the number of installments specified by the period of the guarantee (the "period certain"), installments shall be continued after the Participant's death for the remainder of the period certain only (or the commuted value of such payments) and shall be paid to the Participant's designated Beneficiary.

(5) "Applicable Election Period" is as defined Section 7 of the Base Plan.

(6) "Earliest Retirement Age" means the earliest date on which a Participant can elect to receive retirement benefits under this Plan.

(7) "Vested Participant" means any Participant who has a nonforfeitable right within the meaning of Section 411(a) of the Code to any portion of the Accrued Benefit.

(8) In accordance with Section 7 of the Base Plan, the Plan shall provide to each Participant, within a reasonable period of time before the Annuity Starting Date and consistent with the applicable Treasury Regulations, a written explanation of:

(i) the terms and conditions of the Qualified Joint and Survivor Annuity and the Qualified Preretirement Survivor Annuity forms of benefit;

(ii) the Participant's right to waive either or both forms of benefit and the effect of such waiver;

(iii) the other forms of benefit which may be elected under this Appendix;

(iv) the rights of a Participant's Spouse under Section 10.01(e)(1) above; and

(v) the right to make a revocation of a waiver of the Qualified Joint and Survivor Annuity and the Qualified Preretirement Survivor Annuity forms of benefit, and the effect of such revocation.

Appendix XXI – Local 52 Plan Participants

CLOSED GROUP – August 1, 2006

The provisions of this Appendix XXI apply to participants in the AFL-CIO Laundry and Dry Cleaning International Union Local 52 Defined Benefit Pension Plan (the "Local 52 Plan") prior to August 1, 2006, and to Employees hired prior to August 1, 2006 who would have become participants of the Local 52 Plan but for the merger. The Local 52 Plan was merged into the Plan on August 1, 2006 and all participants in the Local 52 Plan on that date became Participants in the Plan. Employees hired after August 1, 2006 shall be covered under the Base Plan provisions. In the event of any conflict between the terms of the Plan and the terms of this Appendix XXI, the terms of this Appendix XXI will control with respect to Participants covered by this Appendix XXI. References in this Appendix to the Local 52 Plan shall be deemed to refer as well to the provisions of this Appendix.

Notwithstanding anything to the contrary in the Plan or in this Appendix XXI, it is intended that the Plan and this Appendix XXI be interpreted, in accordance with Section 411(d)(6) of the Code, in such manner as shall insure that the accrued benefit of participants in the Local 52 Plan as of August 1, 2006 shall not be decreased as a result of the merger of the Local 52 Plan into the Plan and that such merger shall not result in the elimination or reduction of early retirement benefits or retirement type subsidies or in the elimination of optional forms of benefit with respect to benefits accrued prior to August 1, 2006.

The Provisions of the Base Plan shall apply except as otherwise provided in this Appendix. Section numbers in this Appendix shall refer to other Sections of this Appendix, unless it is specifically noted that the Section number refers to the Base Plan.

The following definitions shall apply for purposes of this Appendix XXI. Base Plan definitions shall apply to this Appendix except as modified or overwritten in this Appendix. Defined Terms not otherwise defined in this Appendix shall have the meaning set forth in the Base Plan.

Section One - DEFINITIONS

1.1 "Accrued Benefit" means the retirement benefit a Participant would receive at Normal Retirement Date expressed in the form of a single life annuity based on the retirement benefit formula set forth in Section 3.1 of the Plan, multiplied by a fraction, not greater than one (1) the numerator of which is the Participant's total number of months of service and the denominator of which is the aggregate number of months of service the Participant would have accumulated if the Participant continued employment until Normal Retirement Age.

When determining a Participant's Accrued Benefit, the retirement benefit projected to be provided pursuant to the retirement benefit formula in Section 3.1 is the monthly benefit to which the Participant would be entitled if the Participant continued to earn until Normal Retirement Age the same rate of Average Monthly Compensation upon which the Participant's retirement benefit formula is based. This rate of Average Monthly Compensation is computed on the basis of Average Monthly Compensation taken into account under the Plan (but not to exceed the ten years of service immediately preceding the determination).

For Plan Years beginning before Code Section 411 is applicable hereto, a Participant's Accrued Benefit shall be the greater of that provided by the Plan, or 1/2 of the benefit which would have accrued had the provisions of this Section been in effect. In the event the Accrued Benefit as of the effective date of Code Section 411 is less than that provided by this Section, such, difference shall be accrued pursuant to this Section.

Notwithstanding anything herein to the contrary, a Participant's Accrued Benefit attributable to the retirement benefit formula at the close of any Plan Year coinciding with or next following the Participant's attainment of Normal Retirement Age shall be equal to the monthly retirement benefit formula determined pursuant to Section 3.1(d) based upon service and Average Monthly Compensation determined at the close of any such Plan Year.

Notwithstanding the above, a Participant's Accrued Benefit derived from Employer contributions shall not be less than the minimum Accrued Benefit, if any, provided under Section 13 of the Base Plan.

1.2 "Actuarial Equivalent" means a form of benefit differing in time, period, or manner of payment from a specific benefit provided under this Appendix but having the same value when computed using Pre-Retirement Table: UP-1984; Post-Retirement Table: UP-1984 and Pre-Retirement Interest: 8; Post-Retirement Interest: 8.

Notwithstanding the foregoing, the mortality table and the interest rate for the purposes of determining an Actuarial Equivalent amount (other than non-decreasing life annuities payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse) shall be the "Applicable Mortality Table" and the "Applicable Interest Rate" described in Exhibit I, Section A.

Notwithstanding the above, if a benefit is distributed in a form other than a non-decreasing annuity payable for a period not less than the life of a Participant or, in the case of a Pre-Retirement Survivor Annuity, the life of the surviving spouse, the interest rate used in

determining the Actuarial Equivalent of the portion of the excess/offset portion of the monthly retirement benefit pursuant to Section 3.1(a) shall not be less than the lesser of 7.5% or the "Applicable Interest Rate."

1.3 "Administrator" means the Trustees, as defined in the Base Plan.

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

1.5 "Anniversary Date" means January 1.

1.6 "Average Monthly Compensation" means the monthly Compensation of a Participant averaged over the five (5) consecutive Plan Years from date of employment, including periods prior to the Effective Date of the Plan, which produce the highest monthly average. If a Participant has less than five (5) consecutive Plan Years of service from date of employment to date of termination, the Participant's Average Monthly Compensation will be based on the Participant's monthly Compensation during the Participant's months of service from date of employment to date of termination. Compensation subsequent to termination of participation pursuant to Section 2.4 shall not be recognized.

1.7 "Compensation" with respect to any Participant means such Participant's wages as defined in Code Section 3401(a) and all other payments of compensation by the Employer (in the course of the Employer's trade or business) for a Plan Year for which the Employer is required to furnish the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Compensation must be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Notwithstanding the foregoing, if compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, Compensation means compensation determined pursuant to the terms of the Plan then in effect.

For purposes of this Section, the determination of Compensation shall be made by:

(a) excluding severance pay, amounts which are contributed by the Employer pursuant to a salary reduction agreement and which are not includible in the gross income of the Participant under Code Sections 125, 132(f)(4) for Plan Years beginning after December 31, 2000, 402(e)(3), 402(h)(1)(B), 403(b) or 457(b), and Employee contributions described in Code Section 414(h)(2) that are treated as Employer contributions.

Compensation in excess of \$150,000 (or such other amount provided in the Code) shall be disregarded. Such amount shall be adjusted for increases in the cost of living in accordance

with Code Section 401(a)(17)(B), except that the dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Years beginning with or within such calendar year. If Compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. For this purpose, in determining benefits in Plan Years beginning on or after January 1, 1989, the annual compensation limit in effect for determination periods beginning before that date is \$200,000 (or such other amount as adjusted for increases in the cost of living in accordance with Code Section 415(d) for determination periods beginning on or after January 1, 1989 and in accordance with Code Section 401(a)(17)(B) for determination periods beginning on or after January 1, 1994). For determination periods beginning prior to January 1, 1989, the \$200,000 limit shall apply only to Top Heavy Plan Years and shall not be adjusted. For any short Plan Year the Compensation limit shall be an amount equal to the Compensation limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

For Plan Years beginning after December 31, 1996, for purposes of determining Compensation, the family member aggregation rules of Code Section 401(a)(17) and Code Section 414(q)(6) (as in effect prior to the Small Business Job Protection Act of 1996) are eliminated. In determining Average Monthly Compensation, the elimination of the family member aggregation rules are treated as having been in effect for earlier years.

1.8 "Contract" or "Policy" means any life insurance policy, retirement income policy or annuity contract (group or individual) issued pursuant to the terms of the Plan. In the event of any conflict between the terms of this Plan and the terms of any contract purchased hereunder, the Plan provisions shall control.

1.9 "Covered Compensation" with respect to any Participant for a Plan Year means the average (without indexing) of the Taxable Wage Bases in effect for each calendar year during the 35-year period (regardless of the Participant's year of birth) ending with the last day of the calendar year in which the Participant attains (or will attain) Social Security Retirement Age. The determination of each Participant's Covered Compensation shall be made with reference to Regulation 1.401(l)-1(c)(7). A Participant's Covered Compensation shall be adjusted each Plan Year and no increase in Covered Compensation shall decrease a Participant's Accrued Benefit. In determining the Participant's Covered Compensation for a Plan Year, the Taxable Wage Base for all calendar years beginning after the first day of the Plan Year is assumed to be the same as the Taxable Wage Base in effect as of the beginning of the Plan Year. A Participant's Covered Compensation for a Plan Year before the 35-year period described above is the Taxable Wage Base in effect as of the beginning of the Plan Year. A Participant's Covered Compensation for a Plan Year after the 35-year period described above is the Participant's Covered Compensation for the Plan Year during which the 35-year period ends. Any change in a Participant's Covered Compensation shall not cause any reduction in the Participant's Accrued Benefit.

1.10 "Earliest Retirement Age" means the earliest date on which, under the Plan, the Participant could elect to receive retirement benefits.

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

1.12 "Employer" means AFL-CIO LAUNDRY AND DRY CLEANING INTERNATIONAL UNION LOCAL 52 and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. The Employer is a non-profit corporation, with principal offices in the State of California.

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

1.14 "Late Retirement Date" means a Participant's actual Retirement Date after having reached Normal Retirement Date.

1.15 "Normal Retirement Age" means the Participant's 65th birthday, or the Participant's 5th anniversary of joining the Plan, if later. A Participant shall become fully Vested in the Participant's Normal Retirement Benefit upon attaining Normal Retirement Age.

1.16 "Normal Retirement Date" means the Participant's Normal Retirement Age.

1.17 "Participant" means any Eligible Employee who participates in the Plan and has not for any reason become ineligible to participate further in the Plan.

1.18 "Participant's Cumulative Permitted Disparity Years" consist of the sum of: (a) the total years of credited service a Participant is projected to have earned under this Plan by the end of the Plan Year containing the Participant's Normal Retirement Age, and subsequent years of credited service, if any, (the total not to exceed thirty-five (35)), and (b) the number of years credited to the Participant for purposes of the benefit formula or the accrual method under the plan under one or more other qualified plans or simplified employee pensions (whether or not terminated) ever maintained by the Employer (other than years counted in (a) above, and not including any years credited to the Participant under such other qualified plans or simplified employee pensions after the Participant has earned thirty-five (35) years of credited service under this Plan). For purposes of determining the Participant's cumulative disparity limit, all years ending in the same calendar year are treated as the same year.

If the cumulative disparity adjustment is applicable, the Participant's benefit will be increased as follows:

(a) Subtract the Participant's base benefit percentage from the Participant's excess benefit percentage (after modification in accordance with Section 3.1(a)).

(b) Divide the result in (a) by the Participant's years of credited service under the Plan projected to the later of Normal Retirement Age or current age, not to exceed thirty-five (35) years of credited service.

(c) Multiply the result in (b) by the number of years by which the Participant's Cumulative Permitted Disparity Years exceed thirty-five (35).

(d) Add the result in (c) to the Participant's base benefit percentage determined prior to this cumulative disparity adjustment.

1.19 "Pre-Retirement Survivor Annuity" means an immediate annuity for the life of the surviving spouse of a Participant who dies prior to the Participant's Annuity Starting Date.14.9

1.20 "Present Value of Accrued Benefit" means the Actuarial Equivalent lump-sum amount of a Participant's Accrued Benefit at date of valuation. Notwithstanding the foregoing, the Present Value of Accrued Benefit for the determination of top heavy plan status shall be made exclusively pursuant to Section 13 of the Base Plan.

1.21 "Regulation" means the Income Tax Regulations as promulgated by the Secretary of the Treasury or a delegate of the Secretary of the Treasury, and as amended from time to time.

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

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

1.24 "Social Security Retirement Age" means the age used as the retirement age under Section 2 16(1) of the Social Security Act, except that such section shall be applied without regard to the age increase factor and as if the early retirement age under Section 2 16(1)(2) of such Act were 62.

1.25 "Taxable Wage Base" means, with respect to any calendar year, the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the calendar year.

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

1.27 "Total and Permanent Disability" means a physical or mental condition of a Participant resulting from bodily injury, disease, or mental disorder which renders such Participant incapable of continuing usual and customary employment with the Employer. The disability of a Participant shall be determined by a licensed physician chosen by the Administrator. The determination shall be applied uniformly to all Participants.

1.28 "Year of Service" means the computation period of twelve (12) consecutive months, herein set forth, during which an Employee has at least 1000 Hours of Service.

For purposes of eligibility for participation, the computation periods shall be measured from the date on which the Employee first performs an Hour of Service and anniversaries thereof. The participation computation periods beginning after a Break in Service shall be

measured from the date on which an Employee again performs an Hour of Service and anniversaries thereof.

If two (2) Years of Service are required as a condition of eligibility, a Participant will only have completed two (2) Years of Service for eligibility purposes upon completing two (2) consecutive Years of Service without an intervening Break in Service.

The computation period shall be the Plan Year if not otherwise set forth herein.

Notwithstanding the foregoing, for any short Plan Year, the determination of whether an Employee has completed a Year of Service shall be made in accordance with Department of Labor regulation 2530.203-2(c). However, in determining whether an Employee has completed a Year of Service for benefit accrual purposes or for purposes of Section 3.1(a) in the short Plan Year, the number of the Hours of Service required shall be proportionately reduced based on the number of full months in the short Plan. Year.

Years of Service with any Affiliated Employer shall be recognized.

Section Two - **ELIGIBILITY**

2.1 CONDITIONS OF ELIGIBILITY

Any Eligible Employee who has completed two (2) Years of Service shall be eligible to participate hereunder as of the date such Employee has satisfied such requirements. However, any Employee who was a Participant in the Plan prior to the effective date of this amendment and restatement shall continue to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the earlier of the first day of the Plan Year or the first day of the seventh month of such Plan Year coinciding with or next following the date such Employee met the eligibility requirements of Section 2.1, provided said Employee was still employed as of such date (or if not employed on such date, as of the date of rehire if a Break in Service has not occurred or, if later, the date that the Employee would have otherwise entered the Plan had the Employee not terminated employment).

2.3 DETERMINATION OF ELIGIBILITY

The Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons, as long as the same is made pursuant to the Plan and the Act. Such determination shall be subject to review pursuant to the procedures in the Base Plan.

2.4 TERMINATION OF ELIGIBILITY

In the event a Participant shall go from a classification of an Eligible Employee to an ineligible Employee, such Former Participant shall continue to vest in the Plan for each Year of Service completed while a non-eligible Employee, until such time as the Former Participant's Accrued Benefit shall be forfeited or distributed pursuant to the terms of the Plan.

2.5 REHIRED EMPLOYEES AND BREAKS IN SERVICE

(a) If any Participant becomes a Former Participant due to severance from employment with the Employer and is reemployed by the Employer, the Former Participant shall become a Participant as of the reemployment date.

(b) If any Participant becomes a Former Participant due to severance of employment with the Employer and again becomes a Participant, such renewed participation shall not result in duplication of benefits. Accordingly, if such Participant has received a distribution of a Vested Accrued Benefit under the Plan by reason of prior participation (and such distribution has not been repaid to the Plan with interest within a period of the earlier of five (5) years after the first date on which the Participant is subsequently reemployed by the Employer or the close of the first period of five (5) consecutive Breaks in Service commencing after the distribution), the Participant's Accrued Benefit shall be reduced by the Actuarial Equivalent (at the date of distribution) of the Present Value of the Accrued Benefit as of the date of distribution. Any repayment by a Participant shall be equal to the total of:

(i) the amount of the distribution,

(ii) interest on such distribution compounded annually at the rate of five percent (5%) per annum from the date of distribution to the date of repayment or to the last day of the first Plan Year ending on or after December 31, 1987, if earlier, and

(iii) interest on the sum of (1) and (2) above compounded annually at the rate of one-hundred-twenty percent (120%) of the federal mid-term rate (as in effect under Code Section 1274 for the first month of a Plan Year) from the beginning of the first Plan Year beginning after December 31, 1987 or the date of distribution, whichever is later, to the date of repayment.

2.6 ELECTION NOT TO PARTICIPATE

An Employee, for Plan years beginning on or after the later of the adoption date or effective date of this amendment and restatement, may, subject to the approval of the Employer, elect voluntarily not to participate in the Plan. The election not to participate must be irrevocable and communicated to the Employer, in writing, within a reasonable period of time before the beginning of the first Plan Year.

Section Three -
BENEFITS

3.1 RETIREMENT BENEFITS

(a) The amount of monthly retirement benefit to be provided for each Participant who retires on the Participant's Normal Retirement Date shall be equal to the Participant's Accrued Benefit (herein called the Participant's Normal Retirement Benefit). A Participant's Accrued Benefit is based on a retirement benefit formula equal to the sum of 35% of such Participant's Average Monthly Compensation, plus (2) 12.5% of such Average Monthly Compensation in excess of one-twelfth of Covered Compensation, computed to the nearest cent. For Participants who are projected to have earned less than a designated number of months of service as of the end of the Plan Year in which they attain Normal Retirement Age, the percentage in (1) above shall be reduced by 1/270 for each such month of service less than 270 and the excess percentage in (2) above shall be reduced by 1/420 for each month of service less than 420.

No other qualified plan or simplified employee pension, as defined in Code Section 408(k), maintained by the Employer shall (1) impute disparity pursuant to Regulation 1.401(a)(4)-7 for any Participant and (2) provide for permitted disparity pursuant to Code Section 401(1). Additionally, if the Participant has earned a Year of Service in one or more other qualified plans or simplified employee pensions maintained by the Employer, and the number of the Participant's Cumulative Permitted Disparity Years exceeds 35, the Participant's benefit will be further adjusted as provided in Section 1.18.

The "Normal Retirement Benefit" of each Participant shall not be less than the largest periodic benefit that would have been payable to the Participant upon separation from service at or prior to Normal Retirement Age under the Plan exclusive of social security supplements, premiums on disability or term insurance, and the value of disability benefits not in excess of the "Normal Retirement Benefit." For purposes of comparing periodic benefits in the same form, commencing prior to and at Normal Retirement Age, the greater benefit is determined by converting the benefit payable prior to Normal Retirement Age into the same form of annuity benefit payable at Normal Retirement Age and comparing the amount of such annuity payments. In the case of a top heavy plan, the "Normal Retirement Benefit" shall not be smaller than the minimum benefit to which the Employee is entitled to receive under Section 13 of the Base Plan.

(b) This Plan does not provide for a retirement date prior to Normal Retirement Date. In the event a Participant retires prior to the Participant's Normal Retirement Date, the Participant's benefit shall be the benefit payable per Section 3.4(a).

(c) The Normal Retirement Benefit payable to a Participant pursuant to this Section 3.1 shall be a monthly pension commencing on the Participant's Retirement Date and continuing for life. However, the form of distribution of such benefit shall be determined pursuant to the provisions of Section 3.5.

(d) At the request of a Participant, the Participant may be continued in employment beyond Normal Retirement Date. In such event, no retirement benefit will be paid to the

Participant until the Participant actually retires. At the close of each Plan Year prior to the Participant's actual Retirement Date, a Participant shall be entitled to a retirement benefit equal to the greater of (1) the Actuarial Equivalent of the monthly retirement benefit such Participant was entitled to at the close of the prior Plan Year, or (2) the Participant's Accrued Benefit determined at the close of the Plan Year. The monthly retirement benefit calculated pursuant to this Section 3.1(d) shall be offset by the Actuarial Equivalent of the total benefit distributions made by the close of the Plan Year.

Except with respect to a "five (5) percent owner," a Participant's Accrued Benefit is actuarially increased to take into account the period after age 70 1/2 in which the Participant does not receive any benefits under the Plan. The actuarial increase begins on the April 1 following the calendar year in which the Participant attains age 70 1/2 (January 1, 1997 in the case of a Participant who attained age 70 1/2 prior to 1996), and ends on the date on which benefits commence after retirement in an amount sufficient to satisfy Code Section 401(a)(9).

The amount of actuarial increase payable as of the end of the period for actuarial increases must be no less than the Actuarial Equivalent of the Participant's retirement benefits that would have been payable as of the date the actuarial increase must commence plus the Actuarial Equivalent of additional benefits accrued after that date, reduced by the Actuarial Equivalent of any distributions made after that date. The actuarial increase is generally the same as, and not in addition to, the actuarial increase required for that same period under Code Section 411 to reflect the delay in payments after normal retirement, except that the actuarial increase required under Code Section 401(a)(9)(C) must be provided even during the period during which a Participant is in Act Section 203(a)(3)(B) service.

3.2 DISABILITY RETIREMENT BENEFITS

(a) A Participant who terminates employment as a result of a physical or mental disability after completing at least 15 Years of Credited Service, at any age, shall begin to receive a Normal Retirement Benefit determined in accordance with the provisions of Section 3.1 on the first day of the month following such disability, provided, however, that such physical or mental disability, as evidenced by a Social Security Administration award, in the opinion of a physician designated by the Trustees, is permanent and prevents him from performing his duties. The Trustees shall have the right from time to time to examine the Participant receiving a disability benefit to determine if the disability is permanent and prevents him from performing his duties.

3.3 DEATH BENEFITS

(a) If a Participant dies prior to the Participant's Retirement Date, such Participant's Beneficiary shall receive a death benefit equal to the Actuarial Equivalent of the Accrued Benefit determined as of the Anniversary Date subsequent to or coinciding with the date of death.

(b) Death benefits payable by reason of the death of a Participant or a Retired Participant shall be paid to such Participant's Beneficiary in accordance with the following provisions:

(i) Upon the death of a Participant subsequent to the Participant's Retirement Date, but prior to the Annuity Starting Date, the Participant's Beneficiary shall be entitled to a death benefit in an amount equal to the Actuarial Equivalent of the benefit the Participant would have received at the Participant's Retirement Date.

(ii) Upon the death of a Participant subsequent to the Annuity Starting Date, the Participant's Beneficiary shall be entitled to whatever death benefit may be available under the settlement arrangements pursuant to which the Participant's benefit is made payable.

(iii) In the event of a Terminated Participant's death subsequent to the Participant's termination of employment, the Participant's Beneficiary shall receive the Present Value of such Participant's Vested Accrued Benefit as of the Anniversary Date coinciding with or next following the date of the Participant's death.

(c) The Administrator may require such proper proof of death and such evidence of the right of any person to receive the death benefit payable as a result of the death of a Participant as the Administrator may deem desirable. The Administrator's determination of death and the right of any person to receive payment shall be conclusive.

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

(e) In no event shall the death benefit payable to a surviving spouse be less than the Actuarial Equivalent of the "minimum spouse's death benefit."

(f) For the purposes of this Section, the "minimum spouse's death benefit" means a death benefit for a Vested married Participant payable in the form of a Pre-Retirement Survivor Annuity. Such annuity payments shall be equal to the amount which would be payable as a survivor annuity under the joint and survivor annuity provisions of the Plan if

(i) in the case of a Participant who dies after the Earliest Retirement Age, such Participant had retired with an immediate joint and survivor annuity on the day before the Participant's date of death, or

(ii) in the case of a Participant who dies on or before the Earliest Retirement Age, such Participant had:

(1) separated from service on the earlier of the actual time of separation or the date of death,

(2) survived to the Earliest Retirement Age,

(3) retired with an immediate joint and survivor annuity at the Earliest Retirement Age based on the Participant's Vested Accrued Benefit on date of death, and

(4) died on the day after the day on which said Participant would have attained the Earliest Retirement Age.

(g) Any security interest held by the Plan by reason of an outstanding loan to the Participant or Former Participant shall be taken into account in determining the amount of the Pre-Retirement Survivor Annuity.

3.4 TERMINATION OF EMPLOYMENT BEFORE RETIREMENT

(a) Payment to a Former Participant of the Vested portion of such Former Participant's Accrued Benefit, unless such Former Participant otherwise elects, shall begin no later than the 60th day after the close of the Plan Year in which the latest of the following events occurs: (1) the date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein; (2) the 10th anniversary of the year in which the Participant commenced participation in the Plan; or (3) the date the Participant terminates service with the Employer.

However, the Administrator shall, at the election of the Participant, direct earlier payment of the Vested portion of the Participant's Accrued Benefit. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 3.5, including, but not limited to, notice and consent requirements of Code Sections 417 and 411(a)(11) and the Regulations thereunder.

That portion of a Terminated Participant's Accrued Benefit that is forfeited shall be used only to reduce future costs of the Plan at such time as it becomes a forfeiture.

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

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

- (i) the adoption date of the amendment,
- (ii) the effective date of the amendment, or
- (iii) the date the Participant receives written notice of the amendment from the Employer or Administrator.

3.5 DISTRIBUTION OF BENEFITS

(a) (i) Unless otherwise elected as provided below, a Participant who is married on the Annuity Starting Date and who does not die before the Annuity Starting Date shall receive the value of all of such Participant's benefits in the form of a joint and survivor annuity. The joint and survivor annuity is an annuity that commences immediately and shall be the Actuarial Equivalent of a single life annuity. Such joint and survivor benefits following the Participant's death shall continue to the spouse during the spouse's lifetime at a rate equal to fifty percent (50%) of the rate at which such benefits were payable to the Participant. This joint and fifty percent (50%) survivor annuity shall be considered the designated qualified joint and survivor annuity and automatic form of payment for the purposes of this Plan. However, the Participant may, without spousal consent, elect to receive a smaller annuity benefit with continuation of payments to the spouse at a rate of seventy-five percent (75%) or one hundred percent (100%) of the rate payable to a Participant during the Participant's lifetime, which alternative joint and survivor annuity shall be the Actuarial Equivalent of the automatic joint and fifty percent (50%) survivor annuity. An unmarried Participant shall receive the value of such Participant's benefit in the form of a life annuity. Such unmarried Participant, however, may elect in writing to waive the life annuity. The election must comply with the provisions of this Section as if it were an election to waive the joint and survivor annuity by a married Participant, but without the spousal consent requirement. The joint and survivor annuity and the life annuity form of distribution shall be the Actuarial Equivalent of the benefits due the Participant. Any election to waive the joint and survivor annuity must be made by the Participant in accordance the Base Plan.

(b) In the event a married Participant duly elects not to receive benefits in the form of a joint and survivor annuity, or if such Participant is not married, in the form of a life annuity, the Administrator, pursuant to the election of the Participant, shall direct the Trustee to distribute to a Participant or such Participant's Beneficiary an amount which is the Actuarial Equivalent of the monthly retirement benefit provided in Section 3.1(c) in one lump-sum payment in cash.

(c) Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits made on or after January 1, 1997, must begin to be distributed not later than April 1st of the calendar year following the later of (i) the calendar year in which the Participant attains age 70 1/2 or (ii) the calendar year in which the Participant retires.

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

3.6 DISTRIBUTION OF BENEFITS UPON DEATH

(a) Unless otherwise elected as provided below, a Vested Participant who dies before the Annuity Starting Date and who has a surviving spouse shall have the death benefit paid to the surviving spouse in the form of a Pre-Retirement Survivor Annuity. The Participant's spouse may direct that payment of the Pre-Retirement Survivor Annuity commence within a reasonable period after the Participant's death (but not later than the month in which the Participant would have attained the Earliest Retirement Age under the Plan if the Participant dies on or before the

Earliest Retirement Age). If the spouse does not so direct, payment of such benefit will commence at the time the Participant would have attained the later of Normal Retirement Age or age 62. However, the spouse may elect a later commencement date, subject to the rules specified in the Base Plan.

(b) Any election to waive the Pre-Retirement Survivor Annuity before the Participant's death must be made by the Participant in writing (or in such other form as permitted by the Internal Revenue Service) during the election period and shall require the spouse's irrevocable consent in the same manner provided for in the Base Plan. Further, the spouse's consent must acknowledge the specific non-spouse Beneficiary. Notwithstanding the foregoing, the non-spouse Beneficiary need not be acknowledged, provided the consent of the spouse acknowledges that the spouse has the right to limit consent only to a specific Beneficiary and that the spouse voluntarily elects to relinquish such right.

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

(d) With regard to the election, the Administrator shall provide each Participant within the applicable period, with respect to such Participant (and consistent with Regulations), a written (or in such other form as permitted by the Internal Revenue Service) explanation of the Pre-Retirement Survivor Annuity containing comparable information to that required pursuant to the terms of the Base Plan. For the purposes of this paragraph, the term "applicable period" means, with respect to a Participant, whichever of the following periods ends last:

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

(ii) A reasonable period alter the individual becomes a Participant;

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

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

(v) A reasonable period after separation from service in the case of a Participant who separates before attaining age thirty-five (35). For this purpose, the Administrator must provide the explanation beginning one (1) year before the separation from service and ending one (1) year alter such separation. If such a Participant thereafter

returns to employment with the Employer, the applicable period for such Participant shall be redetermined.

For purposes of applying this Section 3.6(d), a reasonable period ending after the enumerated events described in paragraphs (2), (3) and (4) is the end of the two (2) year period beginning one (1) year prior to the date the applicable event occurs, and ending one (1) year after that date.

(e) To the extent the death benefit is not paid in the form of a Pre-Retirement Survivor Annuity, it shall be paid to the Participant's Beneficiary in one lump sum in cash.

(f) Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder. If the death benefit is paid in the form of a Pre-Retirement Survivor Annuity, then distributions to the Participant's surviving spouse must commence on or before the later of: (1) December 31st of the calendar year immediately following the calendar year in which the Participant died; or (2) December 31st of the calendar year in which the Participant would have attained age 70 1/2. If it is determined, pursuant to Regulations, that the distribution of a Participant's interest has begun and the Participant dies before the entire interest has been distributed, the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution selected pursuant to Section 3.5 as of the date of death. If a Participant dies before receiving any distributions of the interest in the Plan or before distributions are deemed to have begun pursuant to Regulations (and distributions are not to be made in the form of a Pre-Retirement Survivor Annuity), then the death benefit shall be distributed to the Participant's Beneficiaries by December 31st of the calendar year in which the fifth anniversary of the Participant's date of death occurs.

However, the 5-year distribution requirement of the preceding paragraph shall not apply to any portion of the deceased Participant's interest which is payable to or for the benefit of a designated Beneficiary. In such event, such portion may, at the election of the Participant (or the Participant's designated Beneficiary) be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such designated Beneficiary) provided such distribution begins not later than December 31st of the calendar year immediately following the calendar year in which the Participant died. However, in the event the Participant's spouse (determined as of the date of the Participant's death) is the designated Beneficiary, the requirement that distributions commence within one year of a Participant's death shall not apply. In lieu thereof distributions must commence on or before the later of: (1) December 31st of the calendar year immediately following the calendar year in which the Participant died; or (2) December 31st of the calendar year in which the Participant would have attained age 70 1/2. If the surviving spouse dies before distributions to such spouse begin, then the 5-year distribution requirement of this Section shall apply as if the spouse was the Participant.

(g) For purposes of this Section, the life expectancy of a Participant and a Participant's spouse (other than in the case of a life annuity) may, at the election of the Participant or the Participant's spouse, be redetermined in accordance with Regulations. The

election, once made, shall be irrevocable. If no election is made by the time distributions must commence, then the life expectancy of the Participant and the Participant's spouse shall not be subject to recalculation. Life expectancy and joint and last survivor expectancy shall be computed using the return multiples in Tables V and VI of Regulation 1.72-9.

(h) For purposes of this Section, any amount paid to a child of the Participant will be treated as if it had been paid to the surviving spouse if the amount becomes payable to the surviving spouse when the child reaches the age of majority.

(i) Subject to the spouse's right of consent afforded under the Plan, the restrictions imposed by this Section shall not apply if a Participant has, prior to January 1, 1984, made a written designation to have death benefits paid in an alternative method acceptable under Code Section 401(a)(9) as in effect prior to the enactment of the Tax Equity and Fiscal Responsibility Act of 1982.

Table A - Joint Annuities

Percentage of Monthly Annuity When Joint Annuity is Elected

For terminations prior to January 1, 2002:

(1) Type of <u>Joint Annuity</u>	(2) To <u>Annuitant</u>	(3) To His <u>Surviving Spouse</u>
A	80%	Same as payable to annuitant
B	85%	87% of amount payable to annuitant
C	90%	73% of amount payable to annuitant
D	95%	60% of amount payable to annuitant
E	100%	50% of amount payable to annuitant

For terminations on and after January 1, 2002:

(1) Type of <u>Joint Annuity</u>	(2) To <u>Annuitant</u>	(3) To His <u>Surviving Spouse</u>
A	88%	Same as payable to annuitant
B	91%	87% of amount payable to annuitant
C	94%	75% of amount payable to annuitant
D	97%	60% of amount payable to annuitant
E	100%	50% of amount payable to annuitant

Where the Surviving Spouse is more than five (5) years younger than the annuitant there shall be subtracted under column (2) one-half (½%) percent for each year in excess of five (5) that the age of the annuitant's Surviving Spouse is less than the age of the annuitant, but column (3) shall remain unchanged, provided, however,

- (a) If an annuitant who became a Participant prior to January 1, 1949 and who married his Surviving Spouse prior to January 1, 1949, elects Joint Annuity E, the percentages payable to such annuitant shall not be reduced by reason of any difference in age between his Spouse and himself, or,

- (b) If the annuitant's Surviving Spouse has attained age sixty (60), or the annuitant and his Surviving Spouse have been married for not less than twenty (20) years, at the date of the annuitant's retirement or on or after his elective retirement date but before becoming an annuitant, the percentage payable to such annuitant shall not be reduced by reason of any difference in age between his Spouse and himself.

In calculating age differences under the foregoing types of joint annuity, a fraction of a year of six (6) months or less shall be disregarded and a fraction of a year of more than six (6) months shall be considered a full year.

Exhibit I - Actuarial Equivalents and Credited Interest

To the extent that any of the plans referenced in the appendices to the Plan used actuarial equivalence based on factors other than those set forth in this Exhibit I, and to the extent that the change from those factors to the factors set forth in this Exhibit I would require the continuation of those other factors for some period of time ("grandfathering"), such continuation shall be made only to the minimum extent necessary to satisfy the provisions under the Code and the Regulations calling for such grandfathering. Other than as set forth in the preceding sentence, Actuarial Equivalence shall be determined for all purposes under the Plan and under any Appendix using the factors set forth herein. The references set forth herein to Plan Section numbers shall be modified as appropriate to apply to corresponding Section numbers of any Appendix.

A. **Duplication of Benefits and General** (if not specifically provided for elsewhere in this Exhibit or in the Plan document):

1. **Mortality Table** – means the "Applicable Mortality Table" as defined herein. Prior to January 1, 2008, the mortality table based on the prevailing commissioners' standard table (described in Section 807(d)(5)(A) of the Code) used to determine reserves for group annuity contracts issued on the date of which the present value is determined (without regard to any other subparagraph of Section 807(d)(5) of the Code), that is prescribed by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance, published in the Internal Revenue Bulletin. Effective January 1, 2008, the mortality table for this purpose is the table prescribed in the Regulations under Code Section 417(e) for use in the calendar year which contains the Annuity Starting Date and which, until modified or superseded, is the table set forth in Revenue Ruling 2007-67.
2. **Interest Rate** – means the "Applicable Interest Rate" as defined herein. Prior to January 1, 2008, the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service in revenue rulings, notices or other guidance, published in the Internal Revenue Bulletin, for the fourth month preceding the first day of the Stability Period, except that for purposes of Appendix IX (Mid-Atlantic Participants) the second month preceding the first day of the Stability Period shall be used. The Stability Period shall be the month containing the Annuity Starting Date, except that for purposes of Appendix II, the Stability Period shall be the calendar year containing the Annuity Starting Date. Effective January 1, 2008, the applicable interest rate shall refer to the segmented rates specified in Code Section 417(e)(3).
3. **Other Factors** - None

- B. Small Allowances under Section 8.6 and Section II7.4:
1. Mortality Table – as specified in Section A of this Exhibit I.
 2. Interest Rate – Prior to January 1 2008, the annual interest rate on 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service in revenue rulings, notices or other guidance, published in the Internal Revenue Bulletin, for the fourth month preceding the first day of the Stability Period. The Stability Period shall be the calendar year containing the Annuity Starting Date. Effective January 1, 2008, the applicable interest rate shall refer to the segmented rates specified in Code Section 417(e)(3)
 3. Other Factors - None
- C. Restoration to Employment under Section 3.5 and Section II7.5:
1. Mortality Table - as specified in Section A of this Exhibit I.
 2. Interest Rate - as specified in Section A of this Exhibit I.
 3. Other Factors - None
- D. Maximum Benefits under Section 9.1:
1. Mortality Table - as specified in Section A of this Exhibit I.
 2. Interest Rate – Prior to January 1, 2008, 5% per annum, compounded annually, except for purposes of converting benefits from a lump sum form of payment. For conversions to or from a lump sum, the interest rate as specified in Section A of this Exhibit I. Effective January 1, 2008, the rate as specified under IRC Section 415.
 3. Other Factors - None
- E. Conversion Factor under Appendix I, Section I-3.7(c), or similar provisions under any other Appendix with respect to benefit derived from employee contributions with interest:
1. Mortality Table - as specified in Section A of this Exhibit I.
 2. Interest Rate - as specified in Section A of this Exhibit I.
 3. Other Factors - None
- F. Offset of required benefits pursuant to Section I-5.9 and minimum annuities pursuant to Sections I-5.7 and I-5.8, and pursuant to Sections II6.1, II6.7, IV5.2, IV5.4, IV5.5 IV8.8,

and XVI-8.9, or any similar sections in any Appendix regarding refunds of employee contributions with interest:

1. Mortality Table - as specified in Section A of this Exhibit I.
2. Interest Rate - as specified in Section A of this Exhibit I.
3. Other Factors - no mortality adjustments prior to Normal Retirement Age for calculations under Sections I5.7, I-5.8, and I-5.9, and under Sections IV5.2, IV5.4, IV5.5, IV8.8 and XVI-8.9. Also, with respect to Sections II6.1 and II6.7:
 - (a) When determining the annuity value, it will be assumed that the annuity will increase each January 1 following the October 1 following the last date of employment by a percentage of the initial periodic amount. Such percentage shall equal the lesser of (i) 3% and (ii) the average annual increase in the National Consumer Price Index over the five calendar years preceding the last date of employment.
 - (b) Except in the case of a Member retiring under Section II4.3, the assumed annuity payment commencement date shall be the later of the Employee's Normal Retirement Date and his actual retirement date. In the case of a Member retiring under Section II4.3, the assumed annuity payment commencement date shall be the employee's early retirement date and the resulting annuity shall be increased by the reciprocal of the reduction factor applied in Section II6.4.
- G. Joint & Survivor Annuity per Sections IV8.4(d) & XVI8.4(g) -- the benefit shall be 90% times the Regular Annuity. This percent shall be increased by 0.50% for each whole year (not to exceed 5) by which the Participant is younger than age 62. This amount shall be decreased by 0.50% for each whole year in excess of 5 (but not to exceed 10) by which the Spouse is younger than the Participant and increased by 0.50% for each whole year in excess of 5 (not to exceed 10) by which the Spouse is older than the Participant.
- H. Optional forms of payment under Section II.9 (ALICO participants): Mortality table is UP-1984 and interest rate of 6.0%.
- I. Optional forms of payment and actuarial equivalence adjustments in Appendix XII (Amalgamated Bank) not otherwise specified in that Appendix:

A benefit that has the same actuarial value as another benefit, based on a 7% interest rate and the 1971 Group Annuity Mortality Table, weighted as follows:

- (A) For a Participant's benefit, 80% male and 20% female;
- (B) For the benefit of a Participant's Spouse or former Spouse, 20% male and 80% female; and

- (C) In any other case, 80% male and 20% female.
- (a) For distributions that are subject to Section 417(e)(3) of the Code and for which the Annuity Starting Date is before January 1, 2000, a benefit that has the Actuarial Equivalent value as another benefit based on the interest rate prescribed by the Pension Benefit Guaranty Corporation for valuing annuities under single-employer plans that terminate without a notice of sufficiency during the first month of the Calendar Year in which the date as of which the Annuity Starting Date occurs, or 7% if that produces a greater benefit. The mortality assumption shall be based on the 1971 Group Annuity Mortality Table, weighted as follows:
- (i) For a Participant's benefit, 80% male and 20% female;
- (ii) For the benefit of a Participant's Spouse or former Spouse, 20% male and 80% female; and
- (iii) In any other case, 80% male and 20% female.
- (b) Notwithstanding the foregoing, for distributions that are subject to Section 417(e)(3) of the Code for which the Annuity Starting Date is on or after January 1, 2000 and before January 1, 2003, Actuarial Present Value shall be determined based on (a) or (b) above, whichever produces the greater benefit.
- (c) For all other purposes, Actuarial Present Value shall be determined based on the factors contained in Section 1.2(a)(ii).
- (d) "Actuarial Equivalent" means a benefit amount actuarially determined to have an equivalent value to another specified benefit amount considering the forms of payment and all appropriate contingencies.
- J. Optional forms of payment under Appendices XIV and XV (Baltimore plans): interest rate of 8.0% and UP-1984 unisex mortality table.
- K. Early retirement benefits under Sections IV5.3 and IV5.4 – the normal retirement benefit shall be reduced by (i) with respect to Section IV5.3, 6.0% per year that commencement precedes the Normal Retirement Date and (ii) with respect to Section IV5.4, 5.0% per year that commencement precedes the Normal Retirement Date.
- L. Optional forms of payment under Appendix XVII (John Kenneally OEL Plan): 6% interest and UP 1984 mortality.
- M. Optional forms of payment under Appendix XIX (HERE IU Plan): 8.0% interest and UP 1984 mortality.
- N. Credited Interest or Interest shall mean:

prior to 1976 - 3.00% per annum, compounded annually

- 1976 - 1987 - 5.00% per annum, compounded annually
- 1988 - - 120% of the applicable federal mid-term rate determined as of January 1st of each such year pursuant to Section 411(c)(2)(C)(iii) of the Code.

Exhibit II - Withdrawal Liability Rules

Section 1 In General.

- (a) An employer that withdraws from the Consolidated Retirement Fund (the "Plan") in either a complete or partial withdrawal shall owe and pay withdrawal liability to the Plan, as determined under these rules (the "Rules") and the relevant provisions of the Employee Retirement Income Security Act of 1974, as amended by the Multiemployer Pension Plan Amendments Act of 1980 ("ERISA").
- (b) For these purposes, an "employer" is any entity that has an agreement that requires contributions to the Fund. In the event of an employer withdrawal from the Plan, all corporations, trades or businesses that are under common control with such employer as defined in ERISA, shall be liable for the withdrawing employer's withdrawal liability.

Section 2 Complete Withdrawal Defined.

- (a) The complete withdrawal of an employer occurs when the employer:
 - (1) permanently ceases to have an obligation to contribute under the Plan; or
 - (2) permanently ceases all covered operations under the Plan.
- (b) The date of the complete withdrawal of an employer is the date the employer's obligation to contribute ceased or the date its covered operations ceased, whichever is earlier.
- (c) For purposes of this section, a withdrawal is not considered to occur solely because the employer temporarily suspends contributions during a labor dispute involving its employees.
- (d) In the case of a sale or any change of control of an employer, whether a withdrawal occurs shall be determined consistent with the applicable provisions of ERISA.

Section 3 Amount of Liability for Complete Withdrawal.

- (a) The amount of an employer's liability for a complete withdrawal is its proportional share of the Plan's unfunded vested liability as of the end of the Plan year (the "Plan Year") preceding the Plan Year in which the employer withdraws.
- (b) For these purposes, the term "vested benefit" means a benefit for which a participant has satisfied the conditions for entitlement under the Plan (other than submission of a formal application, retirement or completion of a required waiting period) whether or not the benefit may subsequently be reduced or suspended by a Plan amendment, an occurrence of any condition or operation of law and whether

or not the benefit is considered "vested" or "non-forfeitable" for any other purpose under the Plan.

- (i) The Plan's liability for vested benefits as of a particular date is the actuarial value of the vested benefits under this Plan as of such date. Actuarial value shall be determined on the basis of methods and assumptions accepted by the Plan's Board of Trustees (the "Trustees") for purposes of these Rules, upon recommendation of the Plan's enrolled actuary.
- (ii) The unfunded vested liability shall be the amount, not less than zero, determined by subtracting the value of the Plan's assets from the Plan's liability for vested benefits. The Plan's assets are to be valued on the basis of rules adopted for this purpose by the Trustees upon recommendation of the Plan's enrolled actuary.

(c) Apportionment of Unfunded Vested Liability to Employer that has Withdrawn.

- (i) One Pool Method. An employer's proportional share of the balance of the Plan's unfunded vested liability as of the end of the Plan Year preceding the Plan Year in which the employer withdraws shall, pursuant to Section 4211(c)(3) of ERISA, be the product of:
 - (1) the Plan's unfunded vested benefits as of the end of the Plan Year preceding the Plan Year in which the employer withdraws, less the value as of the end of such Year of all outstanding claims for withdrawal liability that can reasonably be expected to be collected from employers withdrawing before such Year, multiplied by
 - (2) a fraction:
 - (i) the numerator of which is the total amount required to be contributed by the employer under the Plan for the five (5) Plan Years preceding the Plan Year in which the employer withdraws; and
 - (ii) the denominator of which is the total amount contributed under the Plan by all employers for the five (5) Plan Years preceding the Plan Year in which the employer withdraws, increased by employer contributions owed with respect to earlier periods that were collected during those Plan Years, and decreased by any amount contributed to the Plan during those Plan Years by employers that withdrew from the Plan under this section during those Plan Years.

(d) Limitations on the Amount of Withdrawal Liability.

- (i) From the initial liability amount, there shall be deducted the lesser of:
 - (1) \$50,000, or
 - (2) three-quarters ($\frac{3}{4}$) of one percent (1%) of the Plan's unfunded vested liability as of the end of the Plan Year preceding the employer's withdrawal, less the excess of the initial amount over \$100,000.
- (ii) The amount of initial liability remaining after application of paragraph (1) shall be reduced, to the extent applicable, in accordance with Section 4219(c)(1)(B) of ERISA.
- (iii) The amount of initial liability remaining after application of paragraph (2) shall be reduced in accordance with Section 4225 of ERISA, if and to the extent that the employer demonstrates that additional limitations under that section apply.

Section 4 Satisfaction of Withdrawal Liability.

- (a) Withdrawal liability shall be payable in installments, in accordance with Section 5. The total amount due in each twelve (12) month period beginning on the date of the first installment shall be the product of:
 - (i) the highest rate at which the employer was obligated to contribute to the Plan during the ten (10) Plan Years ending with the Plan Year in which the withdrawal occurred, multiplied by
 - (ii) the employer's average annual contribution base for the three (3) consecutive Plan Years, within the ten (10) Plan Years preceding the year in which the employer withdraws, during which the employer's contribution base was the highest.
- (b) If, in connection with the employer's withdrawal, the Plan transfers liabilities to another plan to which the employer will contribute, the employer's withdrawal liability shall be reduced in an amount equal to the value of the unfunded vested benefits that are transferred, determined as of the end of the Plan Years preceding the withdrawal on the same basis as the determination of the Plan's unfunded vested liability under Section 3.

Section 5 Notice and Collection of Withdrawal Liability.

- (a) Notice of withdrawal liability, reconsideration, determination of the amortization period, and of the maximum years of payment shall be as provided in Section 4219 of ERISA and in this section.
- (b) As soon as practicable after receiving notice of an employer's withdrawal from the Plan, the Plan shall send the employer a written request for information and questionnaire pursuant to ERISA Section 4219(a). The requested information shall be furnished to the Plan within thirty (30) days of the written request for information.
- (c)
 - (i) Except as provided for in Section 5(d) below, withdrawal liability shall be paid in equal quarterly installments. Notwithstanding the pendency of any review, arbitration or other proceedings, payments shall begin on the first day of the month that begins at least ten (10) days after the date of notice of, and demand for, payment is sent to the withdrawing employer. Interest shall accrue on any late payments from the date the payment was due until the date paid at the rate described in Section (d)(3).
 - (ii) If, following review, arbitration or other proceedings the amount of the employer's withdrawal liability is determined to be different from the amount set forth in the notice and demand, adjustment shall be made by reducing or increasing the total number of installment payments due. If the employer has paid more than the amount finally determined to be its withdrawal liability, the Plan shall refund the excess with interest at the rate used to determine the amortization period under subsection 5(a) herein.
- (d) The Plan shall require immediate payment of the total amount of an employer's withdrawal liability if it determines that an employer is in "default," as described below.
 - (i) For purposes of these rules, an employer is in default with respect to its withdrawal liability obligations if:
 - (1) the employer fails to pay a past-due withdrawal liability installment within sixty (60) days after its receipt of the Plan's late-payment notice;
 - (2) the employer or a member of its controlled group files a petition for protection under the United States Bankruptcy Code, or initiates any similar proceeding under state law;
 - (3) the employer or a member of its controlled group enters into a composition with creditors, or a bulk sale insolvency, or for dissolution of a corporation or partnership;

- (4) the employer or a member of its controlled group plans to or does distribute a substantial portion of its assets; or
 - (5) the employer fails to provide the Plan with its response to the Plan's request for information under ERISA Section 4219(a) without reasonable explanation.
- (ii) Interest shall be charged on any amount in default from the date payment was due to the date it is paid at the rate set by the Trustees with respect to collection of delinquent employer contributions and audit deficiencies. For each succeeding twelve (12) month period that any amount in default remain unpaid, interest shall be charged on the unpaid balance (including accrued interest) at the rate set by the Trustees with respect to collection of delinquent employer contributions and audit deficiencies.
- (e) In any suit to collect withdrawal liability, including a suit to enforce an arbitration award or a claim asserted by the Trustees in an action brought by an employer or other party, or in any suit to enforce the employer's obligation to provide the Plan with documents responsive to the Plan's request for information pursuant to ERISA Section 4219(a), if judgment is awarded in favor of the Plan, the employer shall pay to the Plan, in addition to any other remedies to which the Plan may be entitled, (1) any unpaid withdrawal liability plus interest, retroactive to the due date, at a rate fixed by the Trustees; plus (2) the greater of 20% liquidated damages on any unpaid withdrawal liability or double interest; plus (c) all expenses associated with collecting withdrawal liability or enforcing the employer's obligation to provide the Plan with documents responsive to the Plan's request for information, including, but not limited to, costs and legal fees.
 - (f) An employer may prepay all or a portion of the present value its withdrawal liability without penalty.
 - (g) The Trustees may adopt other rules providing other terms and conditions for an employer to satisfy its withdrawal liability. Such rules shall be consistent with the purpose and standards of ERISA, and shall not be inconsistent with regulations of the Pension Benefit Guaranty Corporation.

Section 6 Partial Withdrawal; Liability Adjustments and Abatement.

In the event of a partial cessation of an employer's contribution obligation, the employer shall be assessed partial withdrawal liability in accordance with the provisions of ERISA Section 4205. If, after a partial withdrawal, an employer again incurs liability for a complete or partial withdrawal with respect to the Plan, the liability incurred as a result of the later withdrawal(s) shall be adjusted pursuant to ERISA Section 4206.

Section 7 Mass Withdrawal.

Notwithstanding any other provision herein, if all or substantially all contributing employers withdraw from the Plan pursuant to an agreement or arrangement, as determined under ERISA Sections 4209 and 4219(c)(1)(D), the withdrawal liability of each such employer shall be adjusted in accordance with those ERISA sections.

Section 8 Notice to Employers.

- (a) Any notice that must be given to an employer under these Rules or under Subtitle E of Title IV of ERISA shall be effective if given to the specific member of a commonly controlled group that has or has had the obligation to contribute to the Plan.
- (b) Notice shall also be given to any other member of the controlled group that the employer identifies and designates to receive notice pursuant to these Rules.

Section 9 Resolution of Disputes.

Any dispute between an employer and the Plan concerning any determination under these Rules shall be resolved in accordance with the Multiemployer Pension Plan Arbitration Rules for Withdrawal Liability Disputes of the American Arbitration Association of New York, New York. All hearings in any such arbitration proceeding shall take place in New York, New York.

EXHIBIT 10.9 TO FORM 10

2017 Long Term Incentive Plan Document

AMALGAMATED BANK

LONG-TERM INCENTIVE PLAN

1. Establishment, Purpose, and Types of Awards.

Amalgamated Bank (the “Bank”) hereby establishes this long-term incentive compensation plan, to be known as the “Amalgamated Bank Long-Term Incentive Plan” (the “Plan”), in order to provide incentives and awards to select employees and directors of the Bank.

The Plan permits the granting of the following types of Awards, according to the Sections of the Plan listed here:

Section 5 Stock Appreciation Rights

Section 6 Incentive Awards

2. Defined Terms.

Terms in the Plan that begin with an initial capital letter have the defined meaning set forth in the Appendix, unless defined elsewhere in this Plan or an Award Agreement, or the context of their use clearly indicates a different meaning.

3. Administration.

(a) *General.* The Committee shall administer the Plan in accordance with its terms, provided that the Board may act in lieu of the Committee on any matter. The Committee shall hold meetings at such times and places as it may determine and shall make such rules and regulations for the conduct of its business as it deems advisable. In the absence of a duly-appointed Committee, or if the Board otherwise chooses to act in lieu of the Committee, the Board shall function as the Committee for all purposes of the Plan.

(b) *Powers of the Committee.* Subject to the provisions of the Plan, the Committee shall have the authority, in its sole discretion:

(i) to determine Eligible Persons to whom Awards shall be granted from time to time and the amount of each Award or the number of SARs to be covered by each Award;

(ii) to determine, from time to time, the Fair Market Value of Share Equivalents;

(iii) to determine, and to set forth in Award Agreements, the terms and conditions of all Awards, including any applicable exercise or purchase price, the installments and conditions under which an Award shall become vested (which may be based on performance), terminated, expired, cancelled, or replaced, and the circumstances for vesting, acceleration or waiver of forfeiture restrictions, and other restrictions and limitations;

(iv) to approve the forms of Award Agreements and all other documents, notices, and certificates in connection therewith, which need not be identical either as to type of Award or among Participants;

(v) to construe and interpret the terms of the Plan and any Award Agreement, to determine the meaning of their terms, and to prescribe, amend, and rescind rules and procedures relating to the Plan and its administration;

(vi) in order to fulfill the purposes of the Plan and without amending the Plan, modify, cancel, or waive the Bank's rights with respect to any Awards, and to adjust or to modify Award Agreements for changes in Applicable Law; and

(vii) to make all other interpretations and to take all other actions that the Committee may consider necessary or advisable to administer the Plan or to effectuate its purposes.

(c) *Delegation of Authority.* Subject to Applicable Law and the restrictions set forth in the Plan, the Committee may delegate administrative functions to individuals who are officers, or Employees of the Bank or its Affiliates. With respect to Participants who are not officers, the Committee may delegate to appropriate officers of the Bank its authority to designate Participants, to determine the size and type of Awards to be received by those Participants and to set and modify the terms of such Awards; provided, however, that all such Awards shall comply with the terms of this Plan. Any actions taken by the delegee shall be treated as actions by the Committee.

(d) *Deference to Committee Determinations.* The Committee shall have the sole discretion to interpret or construe ambiguous, unclear, or implied (but omitted) terms in any fashion it deems to be appropriate, and to make any findings of fact needed in the administration of the Plan or Award Agreements. The Committee's prior exercise of its discretionary authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee's interpretation and construction of any provision of the Plan, or of any Award or Award Agreement, shall be final, binding, and conclusive. The validity of any such interpretation, construction, decision, or finding of fact shall not be given de novo review if challenged in court, by arbitration, or in any other forum, and shall be upheld unless clearly arbitrary or capricious.

(e) *No Liability; Indemnification.* Neither the Board nor any Committee member, nor any Person acting at the direction of the Board or the Committee, shall be liable for any act, omission, interpretation, construction, or determination made in good faith with respect to the Plan, any Award, or any Award Agreement. The Bank and its Affiliates shall pay or reimburse any member of the Committee, as well as any Director or Employee, who takes action in connection with the Plan, for all expenses incurred with respect to the Plan, and to the full extent allowable under Applicable Law shall indemnify each and every one of them for any claims, liabilities, and costs (including reasonable attorney's fees) arising out of their good faith performance of duties under the Plan. The Bank and its Affiliates may obtain liability insurance for this purpose.

4. Eligibility

(a) *Grant of Awards.* Subject to the express provisions of the Plan, the Committee shall

determine from the class of Eligible Persons those individuals to whom Awards under the Plan may be granted, and the amount of each Award or number of Share Equivalents subject to each Award. Each Award shall be evidenced by an Award Agreement signed by the Bank and, if required by the Committee, by the Participant. The Award Agreement shall set forth the material terms and conditions of the Award established by the Committee.

(b) *Replacement Awards.* Subject to Applicable Laws, the Committee may, in its sole discretion and upon such terms as it deems appropriate, require as a condition of the grant of an Award to a Participant that the Participant surrender for cancellation some or all of the Awards that have previously been granted to the Participant under this Plan or otherwise. An Award that is conditioned upon such surrender may or may not be the same type of Award, may cover the same (or a lesser or greater) number of Share Equivalents as such surrendered Award, may have other terms that are determined without regard to the terms or conditions of such surrendered Award, and may contain any other terms that the Committee deems appropriate. In the case of SARs, these other terms may not involve an exercise price that is lower than the exercise price of the surrendered SAR (as was determined under Section 5(c)(i)).

5. Stock Appreciation Rights (SARs).

(a) *Grants.* The Committee may in its discretion grant Stock Appreciation Rights (SARs) to any Eligible Person, and shall evidence such grants in an Award Agreement that is delivered to the Participant. At the sole discretion of the Committee, any SAR may be exercisable, in whole or in part, immediately upon the grant thereof, or only after the occurrence of a specified event, or only in installments, which installments may vary. SARs granted under the Plan may contain such terms and provisions not inconsistent with the Plan that the Committee shall deem advisable in its sole and absolute discretion, which conditions will be set forth in the applicable Award Agreement.

(b) *Term of SARs.* Each Award Agreement shall specify a term at the end of which the SAR automatically expires, subject to earlier termination provisions contained in Section 5(f)(ii), provided that an SAR may not have a term exceeding ten years from its Grant Date. An SAR will be exercisable pursuant to the terms of the Award Agreement. The SAR may only be exercised when the Fair Market Value of the Share Equivalents underlying the SAR exceeds the exercise price of the SAR.

(c) *Exercise of SARs*

(i) *Exercise Price.* The per Share exercise price of an SAR shall be determined in the sole discretion of the Committee, shall be set forth in the applicable Award Agreement, and shall be no less than 100% of the Fair Market Value of one Share Equivalent at the Grant Date.

(ii) *Terms and Conditions.* The Committee shall in its sole discretion determine the times, circumstances and conditions under which an SAR shall be exercisable, and shall set them forth in the Award Agreement. The Committee shall have the discretion to determine whether and to what extent the vesting of SARs shall be tolled during any unpaid leave of absence; provided, however, that in the absence of such determination,

vesting of SARS shall be tolled during any such leave approved by the Bank.

(iii) Minimum Exercise Requirements. An SAR may not be exercised for a fraction of a Share Equivalent. The Committee may require in an Award Agreement that an SAR be exercised as to a minimum number of Share Equivalents.

(d) *Payment.*

(i) Upon exercise of an SAR and the attendant surrender of the SAR, the Participant will be entitled to receive payment of an amount determined by multiplying –

(1) the excess of the Fair Market Value of a Share Equivalent on the date of exercise of the SAR over the exercise price per Share Equivalent of the SAR, by

(2) the number of Share Equivalents with respect to which the SAR has been exercised.

(ii) Notwithstanding Section 5(d)(i), an SAR:

(1) may limit the amount payable to the Participant to a percentage, specified in the Award Agreement but not exceeding one hundred percent (100%), of the amount determined pursuant to Section 6(d)(i), and

(2) shall be subject to any payment or other restrictions that the Committee may at any time impose in its discretion, including restrictions intended to conform the SARs with Section 409A of the Code.

(e) *Form and Terms of Payment.* Subject to Applicable Law, the Committee shall settle the amount determined under Section 6(d) above solely in cash. Absent a contrary determination by the Committee, all SARs shall be settled in cash as soon as practicable after exercise and the determination of the relevant Fair Market Value of the Bank's Share Equivalents; provided that the Participant shall not be permitted, directly or indirectly, to designate the taxable year of payment.. Unless otherwise permitted by Section 409A of the Code, payments of SARs shall not be made later than end of the calendar year in which such SARs are exercised under the terms of the Award Agreement or within two and one half months after date such SARs are exercised under the terms of the Award Agreement, if later; provided that the Participant shall not be permitted, directly or indirectly, to designate the taxable year of payment.

(f) *Effect of Termination of Continuous Service.*

(i) The Committee shall establish and set forth in the applicable Award Agreement the terms and conditions on which an SAR shall remain exercisable, if at all, following termination of a Participant's Continuous Service. To the extent that a Participant is not entitled to exercise an SAR at the date of his or her termination of Continuous Service, or if the Participant (or other Person entitled to exercise the SAR) does not exercise the SAR to the extent so entitled within the time specified in the Award Agreement or below (as applicable), the SAR shall terminate. In no event may any SAR be exercised after the

expiration of the SAR term as set forth in the Award Agreement.

(ii) The following provisions shall apply to the extent an Award Agreement does not specify the terms and conditions upon which an SAR shall terminate when there is a termination of a Participant's Continuous Service.

(1) Termination other than Upon Disability or Death or for Cause. In the event of termination of a Participant's Continuous Service (other than as a result of Participant's death, Disability, retirement after age 65 or termination for Cause), the Participant shall have the right to exercise an SAR at any time up to the earlier of the expiration of the term of such SAR or within three months following such termination to the extent the Participant was entitled to exercise such SAR at the date of such termination.

(2) Disability. In the event of termination of a Participant's Continuous Service as a result of his or her being Disabled, the Participant shall have the right to exercise all vested SARs at any time up to the earlier of the expiration of the term of such SAR or within three years following such termination of Continuous Service, and all unvested SARs will continue to vest according to the vesting schedule in Section 2.1 and can be exercised, once vested, for up to three years from the vesting date.

(3) Retirement. In the event of termination of a Participant's Continuous Service as a result of Participant's retirement after age 65, the Participant shall have the right to exercise the SAR at any time up to the earlier of the expiration of the term of such SAR or within three years following such termination to the extent the Participant was entitled to exercise such SAR at the date of such termination.

(4) Death. In the event of the death of a Participant during the period of Continuous Service since the Grant Date of an SAR, then all unvested SARs will vest immediately and the SAR may be exercised at any time within one year following the date of the Participant's death by the Participant's estate or by a Person who acquired the right to exercise the SAR by bequest or inheritance.

(5) Cause. If the Committee determines that a Participant's Continuous Service terminated due to Cause, the Participant shall immediately forfeit the right to exercise any SAR, and it shall be considered immediately null and void.

6. Incentive Awards.

(a) *Grants.* Subject to the limitations set forth in this Section 6, the Committee has discretion to grant Incentive Awards to any Eligible Person and shall evidence such grant in an Award Agreement that is delivered to the Participant which sets forth the terms and conditions of the Award. Incentive Awards may be granted annually at the beginning of each new performance period, and shall be paid in cash on such date or dates following the end of the performance period as are provided in the Award Agreement.

(b) *Conditions for Payment of Incentive Awards.* Incentive Awards shall be paid based on such conditions related to the performance of the Bank or the Participant's performance of his or her

job functions for the Bank as the Committee shall in its sole discretion determine. The Committee shall set the amount payable for each Incentive Award, the time of payment and the applicable vesting schedule in the Award Agreement. Unless otherwise permitted by Section 409A of the Code, payments of Incentive Awards shall not be made later than end of the calendar year in which the Legally Binding Right under to such Incentive Awards arises under the terms of the Award Agreement or within two and one half months after the end of the calendar year in which the Legally Binding Right to such Incentive Awards arises, if later; provided that the Award Recipient shall not be permitted, directly or indirectly, to designate the taxable year of payment.

7. Taxes.

(a) *General.* As a condition to the distribution of cash pursuant to the Plan, the Bank shall withhold any applicable federal, state, local, or foreign withholding tax obligations that may arise in connection with the Award and the payment of cash pursuant to the Award.

(b) *Default Rule for Employees.* In the absence of any other arrangement, an Employee shall be deemed to have directed the Bank to withhold or collect from his or her cash compensation an amount sufficient to satisfy such tax obligations from the next payroll payment otherwise payable after the date of the exercise of an Award.

(c) *Income Taxes.* Participants are solely responsible and liable for the satisfaction of all taxes and penalties that may arise in connection with Awards (including any taxes arising under Section 409A of the Code), and the Bank shall not have any obligation to indemnify or otherwise hold any Participant harmless from any or all of such taxes.

8. Non-Transferability of Awards.

Except as set forth in this Section 8, or as otherwise approved by the Committee, Awards may not be sold, pledged, assigned, hypothecated, transferred, or disposed of in any manner other than by will or by the laws of descent or distribution. The designation of a beneficiary by a Participant will not constitute a transfer. An Award may be exercised, during the lifetime of the holder of an Award, only by such holder, or by the duly-authorized legal representative of a Participant who is Disabled.

9. Adjustments Upon Changes in Capitalization, Merger, or Certain Other Transactions.

(a) *Changes in Capitalization.* The Committee may equitably adjust the number of Shares covered by each outstanding Award, as well as the price per Share Equivalent covered by each such outstanding Award, to reflect any increase or decrease in the number of issued shares of Common Stock of the Bank resulting from a stock-split, reverse stock-split, stock dividend, combination, recapitalization or reclassification of the Common Stock of the Bank, or any other increase or decrease in the number of issued shares effected without receipt of consideration by the Bank. In the event of any such transaction or event, the Committee may provide in substitution for any or all outstanding Awards under the Plan such alternative consideration (including securities of any surviving entity) as it may in good faith determine to be equitable

under the circumstances and may require in connection therewith the surrender of all Awards so replaced. In any case, such substitution of securities shall not require the consent of any person who is granted Awards pursuant to the Plan. Except as expressly provided herein, or in an Award Agreement, if the Bank issues for consideration shares of stock of any class or securities convertible into shares of stock of any class, the issuance shall not affect, and no adjustment by reason thereof shall be required to be made with respect to the number or price of Shares subject to any award.

(b) *Dissolution or Liquidation.* In the event of the dissolution or liquidation of the Bank other than as part of a Change in Control, each Award will terminate immediately prior to the consummation of such action, subject to the ability of the Committee to exercise any discretion authorized in the case of a Change in Control.

(c) *Change in Control.* In the event of a Change in Control, the Committee may in its sole and absolute discretion and authority, without obtaining the approval or consent of the Bank's shareholders or any Participant with respect to his or her outstanding Awards, take one or more of the following actions to the extent consistent with Section 409A of the Code:

(i) automatically vest in full or part (and to the extent applicable, make exercisable, in full or in part) all Awards under the Plan;

(ii) arrange for or otherwise provide that each outstanding Award shall be assumed or a substantially similar award shall be substituted by a successor corporation or a parent or subsidiary of such successor corporation (the "Successor Corporation");

(iii) require that all outstanding Stock Appreciation Rights be exercised on or before a specified date (before or after such Change in Control) fixed by the Committee, after which specified date all unexercised Stock Appreciation Rights shall terminate;

(iv) arrange or otherwise provide for the payment of cash or other consideration to Participants in exchange for the satisfaction and cancellation of outstanding Awards; or

(v) make such other modifications, adjustments or amendments to outstanding Awards or this Plan as the Committee deems necessary or appropriate, subject however to the terms of Section 11(a) below.

(d) *Certain Distributions.* In the event of any distribution to the Bank's shareholders of securities of any other entity or other assets (other than dividends payable in cash or stock of the Bank) without receipt of consideration by the Bank, the Committee may, in its discretion, appropriately adjust the price per Share Equivalent covered by each outstanding Award to reflect the effect of such distribution.

10. Time of Granting Awards.

The date of grant ("Grant Date") of an Award shall be the date on which the Committee (or its delegate pursuant to Section 4(a)) makes the determination granting such Award or such other later date as is determined by the Committee.

11. Modification of Awards and Substitution of Options or SARs

(a) *Modification, Extension, and Renewal of Awards.* Within the limitations of the Plan, the Committee may modify an Award to accelerate the rate at which an SAR may be exercised (including without limitation permitting an SAR to be exercised in full without regard to the installment or vesting provisions of the applicable Award Agreement or whether the SAR is at the time exercisable, to the extent it has not previously been exercised), to accelerate the vesting of any Award, to extend or renew outstanding Awards in compliance with Section 409A, to the extent applicable, or to accept the cancellation of outstanding Awards to the extent not previously exercised. however, the Committee may not cancel an outstanding SAR that is underwater for the purpose of reissuing the SAR to the Participant at a lower exercise price or granting a replacement award of a different type.

(b) *Limitations on Repricing.* Except as permitted in Section 9(a) for a change in capitalization or Section 9(c) for a Change of Control, the terms of outstanding Awards may not be amended to reduce the exercise price of outstanding SARs or cancel outstanding SARs in exchange for cash, other Awards, or SARs with an exercise price that is less than the exercise price of the original SARs without stockholder approval.

12. Term of Plan.

The Plan shall continue in effect for a term of ten years from its effective date as determined under Section 14 below, unless the Plan is sooner terminated under Section 13 below.

13. Amendment and Termination of the Plan

Subject to Applicable Laws, the Board, by action in writing, may at any time and from time to time amend, alter, suspend, discontinue, or terminate the Plan.

14. Effective Date.

This Plan, as it may be amended and restated, shall become effective on the date of its approval by the Board. Awards granted under this Plan before approval of this Plan, as it may be amended, shall be granted subject to such approval.

15. Controlling Law.

All disputes relating to or arising from the Plan shall be governed by the internal substantive laws (and not the laws of conflicts of laws) of the State of New York, to the extent not preempted by United States federal law. If any provision of this Plan is held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions shall continue to be fully effective.

16. Laws and Regulations.

(a) *Applicable Laws.* This Plan, the grant of Awards, the exercise of SARs under this Plan, and the obligation of the Bank to deliver cash therefor) under this Plan shall be subject to all Applicable Laws. To the extent any Award is not permitted to be made or not permitted to be

paid under Applicable Laws, the Award and related Award Agreement shall be deemed null and void.

(b) *Other Jurisdictions.* To facilitate the making of any grant of an Award under this Plan, the Committee may provide for such special terms for Awards to Participants who are foreign nationals or who are employed by the Bank or any Affiliate outside of the United States of America as the Committee may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. The Bank may adopt rules and procedures relating to the operation and administration of this Plan to accommodate the specific requirements of local laws and procedures of particular countries. The Bank may adopt sub-plans and establish escrow accounts and trusts as may be appropriate or applicable to particular locations and countries.

17. No Shareholder Rights.

Neither a Participant nor any transferee of a Participant shall have any rights as a shareholder of the Bank with respect to any shares of Common Stock of the Bank underlying any Award. No adjustment in any Award will be made for a dividend or other right with respect to Common Stock of the Bank.

18. No Employment Rights.

The Plan shall not confer upon any Participant any right to continue an employment or service or relationship with the Bank, nor shall it affect in any way a Participant's right or the Bank's right to terminate the Participant's employment or service at any time, with or without Cause.

19. Set-Off.

The Bank shall be entitled, at its option and not in lieu of any other remedies to which it may be entitled, to set off any amounts due the Bank or any Affiliate against any amount due and payable by the Bank or any Affiliate to a Participant pursuant to this Plan or otherwise.

20. Entire Agreement.

This Plan and the applicable Award Agreement constitute the entire agreement between the Corporation and each Participant concerning the subject matter hereof, and supersedes all other agreements, whether written or oral, pursuant to such subject matter.

21. Awards Are Subject to the Bank's Policy on Sound Executive Compensation

Awards under this Plan shall be subject to forfeiture or recoupment by the Bank or as otherwise required by law, consistent with the Bank's Policy on Sound Executive Compensation, as such policy may be amended from time to time.

AMALGAMATED BANK
LONG-TERM INCENTIVE PLAN

Appendix: Definitions

As used in the Plan, the following definitions shall apply:

“Affiliate” means, with respect to any Person (as defined below), any other Person that directly or indirectly controls or is controlled by or under common control with such Person. For the purposes of this definition, “control,” when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person or the power to elect directors, whether through the ownership of voting securities, by contract or otherwise; and the terms “affiliated,” “controlling” and “controlled” have meanings correlative to the foregoing.

“Applicable Law” means the legal requirements relating to this plan under applicable U.S. federal and state laws, the Code, and the applicable laws of any other country or jurisdiction where Awards are granted, as such laws, rules, regulations and requirements shall be in place from time to time.

“Award” means any award made pursuant to the Plan, including awards made in the form of an SAR and/ or Incentive Award authorized by and granted under this Plan.

“Award Agreement” means any written document setting forth the terms of an Award that has been authorized by the Committee. The Committee shall determine the form or forms of documents to be used, and may change them from time to time for any reason.

“Bank” means Amalgamated Bank, a New York corporation; provided, however, that in the event the Bank reincorporates to another jurisdiction, all references to the term “Bank” shall refer to the Bank in such new jurisdiction.

“Board” means the Board of Directors of the Bank.

“Cause” for termination of a Participant’s Continuous Service will exist if the Participant is terminated from employment or other service with the Bank or an Affiliate for any of the following reasons: (i) the Participant’s failure, neglect of or refusal to substantially perform his or her duties and responsibilities to the Bank or deliberate violation of a material Bank policy; (ii) the Participant’s commission of any material act or acts of fraud, embezzlement, dishonesty, or other willful misconduct; (iii) the Participant’s material unauthorized use or disclosure of any proprietary information or trade secrets of the Bank or any other party to whom the Participant owes an obligation of nondisclosure as a result of his or her relationship with the Bank; or (iv) the Participant’s willful and material breach of any of his or her obligations under any written agreement or covenant with the Bank.

The Committee shall in its discretion determine whether or not a Participant is being terminated for Cause. The Committee’s determination shall, unless arbitrary and capricious, be final and

binding on the Participant, the Bank, and all other affected persons. The foregoing definition does not in any way limit the Bank's ability to terminate a Participant's employment at any time, and the term "Bank" will be interpreted herein to include any Affiliate or successor thereto, if appropriate.

"Change in Control" means, unless otherwise defined in an Award Agreement,

(a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 25 percent of the combined voting power of the Bank's then outstanding securities; provided, however, that for purposes of this paragraph (a), of this definition the following acquisitions shall not constitute a Change in Control:

- (i) any acquisition of securities directly from the Bank,
- (ii) any acquisition of securities by the Bank,
- (iii) any acquisition of securities by any employee benefit plan (or related trust) sponsored or maintained by the Bank or any corporation controlled by the Bank, or
- (iv) any acquisition of securities by any corporation or entity pursuant to a transaction that does not constitute a Change of Control under paragraph (c) of this definition; or

(b) Individuals who, as of the date this Plan was adopted by the Board of Directors (the "Approval Date"), constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Approval Date whose election, or nomination for election by the Bank's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board, unless such individual's initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Incumbent Board; or

(c) consummation of a reorganization, merger, or consolidation (including a merger, or consolidation of the Bank or any direct or indirect subsidiary of the Bank), or sale or other disposition of all or substantially all of the assets of the Bank (a "Business Combination"), in each case, unless, following such Business Combination,

- (i) all or substantially all of the individuals and entities who were the beneficial owners of the Bank's outstanding Common Stock and the Bank's voting securities entitled to vote generally in the election of directors immediately prior to such Business Combination have direct or indirect beneficial ownership, respectively, of more than 50 percent of the then outstanding shares of common stock, and more than 50 percent of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the corporation resulting from such Business Combination (which, for purposes of this subparagraph (c)(i) and paragraphs (c)(ii) and (c)(iii) shall include a corporation which as a result of such transaction owns the Bank or all or

substantially all of the Bank’s assets either directly or through one or more subsidiaries), and

(ii) except to the extent that such ownership existed prior to the Business Combination, no person (excluding any corporation resulting from such Business Combination or any employee benefit plan or related trust of the Bank or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 25 percent or more of the then outstanding shares of common stock of the corporation resulting from such Business Combination or 25 percent or more of the combined voting power of the then outstanding voting securities of such corporation, and

(iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(d) approval by the shareholders of the Bank of a plan of complete liquidation or dissolution of the Bank.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended. All references to specific Sections of the Code include the applicable regulations or guidance issued thereunder, as those may be amended from time to time.

“**Common Stock**” means the common stock of the Bank.

“**Committee**” means the Compensation Committee of the Board, or if no such Committee is appointed, the Board.

“**Continuous Service**” means the absence of any interruption or termination of service as an Employee, Director or Contractor. Continuous Service shall not be considered interrupted in the case of: (i) sick leave; (ii) military leave; (iii) any other leave of absence approved by the Committee, provided that in each case such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to Bank policy adopted from time to time; (iv) changes in status from Director to advisory director or emeritus status; or (iv) in the case of transfers between locations of the Bank or between the Bank, its Affiliates, or their respective successors. Changes in status between service as an Employee and a Director, or between an Employee and a Contractor, will not constitute an interruption of Continuous Service.

“**Contractor**” means an individual or entity providing services to the Bank (not as an Employee) as described in Treas. Reg. §1.409A-1(f)(1) and which for any taxable year accounts for gross income from the performance of services under the cash receipts and disbursements method of accounting.

“**Director**” means a member of the Board.

“**Disabled**” or “**Disability**” refers to a condition under which a Participant –

(a) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or

(b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident or health plan covering employees of the Bank.

“Eligible Person” means any Director, Employee or Contractor and includes non-Employees to whom an offer of employment has been extended.

“Employee” means any person whom the Bank classifies as an employee (including an officer) for employment tax purposes. The payment by the Bank of a director’s fee to a Director shall not be sufficient to constitute “employment” of such Director by the Bank.

“Fair Market Value” means, as of any date (the **“Determination Date”**) the fair market value as established in good faith by the Committee and in accordance with Section 409A of the Code.

“Grant Date” has the meaning set forth in **Section 10** of the Plan.

“Legally Binding Right” means, in reference to an Award, the grant by the Bank to the Participant of an enforceable right (under contract, statute or other applicable law) to payments under an Award where, after the Participant has performed the services which created the Legally Binding Right, the amount payable under the Award is not subject to unilateral reduction or elimination by the Bank or any other person. The Bank, based on the facts and circumstances and in accordance with Treas. Reg. §1.409A-1(b)(1), will determine: (i) whether a Legally Binding Right exists; or (ii) whether a Legally Binding Right does not exist on account of the existence of negative discretion which has substantive significance to reduce or eliminate the amount of payments under the Award, and may set forth in an Award Agreement the time at which a Legally Binding Right arises.

“Participant” means any holder of one or more Awards, or the cash issuable or issued upon exercise of such Awards, under the Plan.

“Person” means any natural person, association, trust, business trust, cooperative, corporation, general partnership, joint venture, joint-stock company, limited partnership, limited liability company, real estate investment trust, regulatory body, governmental agency or instrumentality, unincorporated organization, or organizational entity.

“Plan” means this Amalgamated Bank Long-Term Incentive Plan.

“Retirement” means the termination of Continuous Service with the Bank by an Employee or Director after having completed at least five years of Continuous Service and attained age 65.

“Share Equivalent” means the value of a share of Common Stock, as adjusted in accordance with **Section 9** of the Plan and calculated in accordance with the provisions of the Plan.

“Stock Appreciation Right” or **“SAR”** means Awards granted pursuant to Section 5 of the Plan.

EXHIBIT 10.10 TO FORM 10
Form of Nonqualified Stock Option Agreement

AMALGAMATED BANK

NONQUALIFIED STOCK OPTION AGREEMENT

This Nonqualified Stock Option Agreement (“**Agreement**”) is entered on [DATE], between Amalgamated Bank (the “**Bank**”) and EMPLOYEE/BOARD MEMBER (the “**Award Recipient**”).

WHEREAS, [NUMBER OF SARs] Stock Appreciation Rights (“**SARs**”) were issued to the Award Recipient on [DATE] (“**Grant Date**”) under the Bank’s [YEAR] Long-Term Incentive Plan (the “**Award**”);

WHEREAS, the Award, as originally granted, was exempt from Section 409A of the Code because it satisfied the requirements for stock appreciation rights under Treasury Regulations Section 1.409A-1(b)(5)(i)(B);

WHEREAS, the parties wish to make minor amendments to the Award in a manner that allows it to continue to qualify for exemption from Section 409A of the Code by satisfying the requirements for nonqualified stock options under Treasury Regulations Section 1.409A-1(b)(5)(i)(A); and

WHEREAS, no changes will be made to the Award that will provide the Award Recipient with any direct or indirect reduction in the exercise price of the Award or that would otherwise constitute an impermissible modification under Treasury Regulations Section 26 C.F.R. § 1.409A-1(b)(5)(v)(B).

NOW, THEREFORE, in consideration of the premises, it is agreed that the original Award shall be amended and replaced to provide in full as follows:

1. Conditional Award of Stock Options

1.1 Upon the terms and conditions of this Agreement, the Bank hereby restates and converts the SARs to the form of nonqualified stock options with respect to [NUMBER OF SHARES] of the Class A common stock of the Bank (“**Common Stock**”) that become exercisable based upon satisfaction of the conditions set forth herein (the “**Award**”).

1.2 The exercise price of each share of Common Stock (“**Share**”) with respect to which a Stock Option is granted hereunder is equal to the Fair Market Value of a Share at the Grant Date.

1.3 Upon exercise of a Stock Option and the attendant surrender of Stock Options, the Award Recipient will be entitled to receive payment of an amount determined by multiplying –

- (a) the excess of the Fair Market Value of a Share on the date of exercise of the Stock Option over the exercise price per Share of the Stock Options, by
- (b) the number of Shares with respect to which the Stock Options have been exercised.

2. Award Restrictions and Vesting Conditions

2.1 The Stock Options may be exercised in accordance with the following schedule, provided that on the applicable date below the Award Recipient remains in the Continuous Service of the Bank.

Applicable Date	Percentage of Award that may be Exercised	
January 1, 20__	33.3	%
January 1, 20__	33.3	%
January 1, 20__	33.4	%

provided, however, that on each date above if a fraction of a Share would first become exercisable, a whole Share shall become exercisable in lieu thereof and on the last date on which a portion of the Award becomes exercisable, the number of Stock Options that become exercisable will be the total number of Stock Options awarded less the total number of Stock Options that previously became exercisable.

2.3 The Stock Options shall expire and may not be exercised later than ten (10) years following the Grant Date (the “**Term**”).

2.4 Notwithstanding the foregoing, the Stock Options shall become accelerated and immediately exercisable in the event of the Award Recipient’s termination of employment as a result of death.

2.5 To the extent that an Award Recipient is not entitled to exercise a Stock Option at the date of his or her termination of Continuous Service, or if the Award Recipient (or other Person entitled to exercise the Stock Option) does not exercise the Stock Option to the extent so entitled within the time specified in this Agreement or below (as applicable), the Stock Option shall terminate. In no event may any Stock Option be exercised after the expiration of the Stock Option Term as set forth in this Agreement.

2.6 The following provisions shall apply when there is a termination of the Award Recipient’s Continuous Service:

- (a) Termination other than Upon Disability or Death or for Cause. In the event of termination of an Award Recipient’s Continuous Service (other than as a result of Award Recipient’s death, Disability, retirement after age 65 or termination for Cause), the Award Recipient shall have the right to exercise a Stock Option at any time up to the earlier of the expiration of the Term of such Stock Option or within three (3) months following such termination to the extent the Award Recipient was entitled to exercise such Stock Option at the date of such termination.
- (b) Disability. In the event of termination of an Award Recipient’s Continuous Service as a result of his or her being Disabled, the Award Recipient shall have the right to exercise all vested Stock Options at any time up to the earlier of the expiration of the Term of such Stock Option or within three (3) years following such termination of Continuous Service, and all unvested Stock Options will continue to vest

according to the vesting schedule in Section 2.1 and can be exercised, once vested, for up to three (3) years from the vesting date.

- (c) Retirement. In the event of termination of an Award Recipient's Continuous Service as a result of Award Recipient's retirement after age 65, the Award Recipient shall have the right to exercise the Stock Option at any time up to the earlier of the expiration of the Term of such Stock Option or within three (3) years following such termination to the extent the Award Recipient was entitled to exercise such Stock Option at the date of such termination.
- (d) Death. In the event of the death of an Award Recipient during the period of Continuous Service since the Grant Date of a Stock Option, then all unvested Stock Options will vest immediately and the Stock Option may be exercised at any time up to the earlier of the expiration of the Term of the Stock Option or one (1) year following the date of the Award Recipient's death, in each case by the Award Recipient's estate or by a Person who acquired the right to exercise the Stock Option by bequest or inheritance.
- (e) Cause. If the Committee determines that an Award Recipient's Continuous Service terminated due to Cause, the Award Recipient shall immediately forfeit the right to exercise any Stock Option, and it shall be considered immediately null and void.

2.7 Awards under this Agreement shall be subject to forfeiture or recoupment by the Bank or as otherwise required by law, consistent with the Bank's Policy on Sound Executive Compensation, as such policy may be amended from time to time.

2.8 To exercise the Stock Options, the Person entitled to exercise the Stock Options must provide a signed written notice or the equivalent to the Bank or its designee, as prescribed by the Committee, stating the number of Shares with respect to which the Stock Options are being exercised. Such notice shall be accompanied by payment in full of the aggregate exercise price and any required tax withholding, at the election of the Award Recipient (or other Person entitled to exercise), in cash, by salary deduction authorization, by check, bank draft or money order payable to the order of Company. If the Committee approves, the Executive may also satisfy all or a portion of his obligation by: (a) the Bank withholding and not issuing a number of Shares of Common Stock otherwise issuable upon the exercise of the Stock Option which Shares have a Fair Market Value equal to the aggregate exercise price on the exercise date as determined by the Committee, (b) payment in full or part in the form of Shares of Common Stock owned by the Award Recipient (and for which the Award Recipient has good title free and clear of any liens and encumbrances) based on the Fair Market Value of the Common Stock on the exercise date as determined by the Committee, or (c) other methods as may be acceptable to the Committee. No Common Stock shall be issued under this Stock Option until payment has been made or arranged, as provided herein.

3. Additional Restrictions on Stock Options

3.1 During the Award Recipient's lifetime, the Stock Options may be exercised only by the Award Recipient or by the Award Recipient's guardian or legal representative. The Stock

Options must be exercised while the Award Recipient is employed by the Bank, or in the event of a termination of employment, for such period following termination under certain circumstances, as may be provided in Section 2.6 of this Agreement. Notwithstanding the foregoing, no Stock Option may be exercised more than ten years following the Grant Date.

3.2 In the event the Award Recipient is discharged from the employ of the Bank or an Affiliate for Cause, the Award Recipient shall forfeit the right to exercise any portion of these Stock Options, which shall be immediately null and void.

3.3 The Stock Options shall not entitle the Award Recipient to any incidents of ownership (including, without limitation, dividend and voting rights) in any Shares of Common Stock of the Bank. Neither the Stock Options nor the right to enjoy any other rights or interests thereunder or hereunder may be sold, assigned, donated, transferred, exchanged, pledged, hypothecated, or otherwise encumbered, whether voluntarily or involuntarily. The Bank shall not segregate any assets in connection with Stock Options granted under this Agreement. The rights of an Award Recipient to benefits under this Agreement shall be solely those of a general, unsecured creditor of the Bank.

4. Payout of Stock Options

Upon exercise of a Stock Option, the Award Recipient will be issued Shares of Common Stock as soon as practicable after the exercise date, subject to the Bank's compliance with applicable securities laws as described in Section 6.1.

Common Stock acquired pursuant to the exercise of a Stock Option is subject to the terms and conditions of the Bank's Organization Certificate, bylaws, and other governing documents of the Bank, as they may be amended from time to time.

5. Tax Matters

5.1 The Bank shall have the right to withhold from any payments under this Agreement, or to collect as a condition of payment, any taxes required by law to be withheld. By accepting this Agreement, the Award Recipient agrees that he or she is solely responsible for the satisfaction of any taxes that may arise (including taxes arising under Sections 409A or 4999 of the Code) and that the Bank shall not have any obligation whatsoever to pay such taxes.

5.2 The Award Recipient understands that the Award Recipient (and not the Bank) shall be responsible for the Award Recipient's own tax liability that may arise as a result of the transactions contemplated by this Agreement.

5.3 It is intended that the payments and benefits provided under this Agreement will comply with the requirements of Section 409A of the Code and the regulations promulgated thereunder ("Section 409A") or an exemption therefrom. The Agreement shall be interpreted, construed, administered, and governed in a manner that effects such intent. No exercise and payout of any Stock Options shall be permitted unless permitted under Section 409A.

6. Additional Conditions

6.1 The Award Recipient acknowledges and makes the representations and warranties as described below and agrees to provide such other representations and warranties and take such actions as otherwise may be requested by the Bank for compliance with applicable laws, and any issuance of Common Stock by the Bank shall be made in reliance upon the express representations and warranties of the Award Recipient that:

- (a) In evaluating the merits and risks of an investment in the common stock, he or she has and will rely upon the advice of his or her own legal counsel, tax advisors, and/or investment advisors.
- (b) he or she is aware that any value the Common Stock may have depends on vesting as well as the Fair Market Value of the Common Stock.
- (c) he or she has read and understands the restrictions and limitations set forth in this Agreement and the Bank's governing documents, which are imposed on the Common Stock.
- (d) At no time was an oral representation made to him/her relating to the acquisition of Common Stock and the Award Recipient was not presented with or solicited by any promotional meeting or material relating to the Common Stock.

The Award Recipient agrees, as a condition of exercising or acquiring Common Stock under this Award, to execute such additional documents and provide such additional assurances as may be requested by the Bank. The Award Recipient further acknowledges that the Bank may, upon advice of legal counsel to the Bank, place legends on stock certificates issued in settlement of this Award as such legal counsel deems necessary or appropriate in order to comply with applicable securities laws, including, but not limited to, legends restricting the transfer of the Common Stock.

7. Adjustments to Stock Option

Appropriate adjustments shall be made to the number and class of Shares of Common Stock subject to the Stock Option and to the exercise price, as set forth below:

7.1 Changes in Capitalization. The Committee may equitably adjust the number of Shares covered by each outstanding Award, as well as the exercise price per Share covered by each such outstanding Award, to reflect any increase or decrease in the number of issued Shares of Common Stock of the Bank resulting from a stock-split, reverse stock-split, stock dividend, combination, recapitalization or reclassification of the Common Stock of the Bank, or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Bank. In the event of any such transaction or event, the Committee may provide in substitution for all or a portion of this Award such alternative consideration (including securities of any surviving entity) as it may in good faith determine to be equitable under the circumstances and may require in connection therewith the surrender of all Stock Options so replaced. In any case, such substitution of securities shall not require the consent of the Award Recipient. Except as expressly provided herein, if the Bank issues for consideration shares of stock of any class or securities convertible into shares of stock of any class, the issuance shall not affect, and no adjustment by reason thereof shall be required to be made with respect to the number or price of Shares subject to this Award.

7.2 Dissolution or Liquidation. In the event of the dissolution or liquidation of the Bank other than as part of a Change in Control, this Award will terminate immediately prior to the consummation of such action, subject to the ability of the Committee to exercise any discretion authorized in the case of a Change in Control.

7.3 Change in Control. In the event of a Change in Control, the Committee may in its sole and absolute discretion and authority, without obtaining the approval or consent of the Bank's shareholders or the Award Recipient, take one or more of the following actions to the extent consistent with Section 409A of the Code:

- (a) automatically vest in full or part (and to the extent applicable, make exercisable, in full or in part) the Award;
- (b) arrange for or otherwise provide that the Award shall be assumed or a substantially similar award shall be substituted by a successor corporation or a parent or subsidiary of such successor corporation (the "**Successor Corporation**");
- (c) require that all outstanding Stock Options be exercised on or before a specified date (before or after such Change in Control) fixed by the Committee, after which specified date all unexercised Stock Options shall terminate;
- (d) arrange or otherwise provide for the payment of cash or other consideration to the Award Recipient in exchange for the satisfaction and cancellation of this Award; or
- (e) make such other modifications, adjustments or amendments to this Award as the Committee deems necessary or appropriate, subject however to the terms of Section 7.5 below.

7.4 Certain Distributions. In the event of any distribution to the Bank's shareholders of securities of any other entity or other assets (other than dividends payable in cash or stock of the

Bank) without receipt of consideration by the Bank, the Committee may, in its discretion, appropriately adjust the price per Share Equivalent covered by each outstanding Award to reflect the effect of such distribution.

7.5 Modification, Extension, and Renewal of Awards. Within the limitations of this Agreement, the Committee may modify this Award to accelerate the rate at which a Stock Option may be exercised (including without limitation permitting a Stock Option to be exercised in full without regard to the installment or vesting provisions of this Agreement or whether the Stock Option is at the time exercisable, to the extent it has not previously been exercised), to accelerate the vesting of this Award, to extend or renew this Award in compliance with Section 409A, to the extent applicable, or to accept the cancellation of this Award to the extent not previously exercised. However, the Committee may not cancel an outstanding Stock Option that is underwater for the purpose of reissuing the Stock Option to the Participant at a lower exercise price or granting a replacement award of a different type.

7.6 Limitations on Repricing. Except as permitted in Section 7.1 for a change in capitalization or Section 7.3 for a Change in Control, the terms of this Award may not be amended to reduce the exercise price of outstanding Stock Options or cancel outstanding Stock Options in exchange for cash, other awards, or Stock Options with an exercise price that is less than the exercise price of the original Stock Options without stockholder approval.

8. No Contract of Employment Intended

Nothing in this Agreement shall confer upon the Award Recipient any right to continue in the employment of the Bank or to interfere in any way with the right of the Bank to terminate the Award Recipient's employment relationship with the Bank at any time.

9. Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

10. Definitions

The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Affiliate" means, with respect to any Person (as defined below), any other Person that directly or indirectly controls or is controlled by or under common control with such Person. For the purposes of this definition, "control," when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person or the power to elect directors, whether through the ownership of voting securities, by contract or otherwise; and the terms "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

"Applicable Law" means the legal requirements relating to this plan under applicable U.S. federal and state laws, the Code, and the applicable laws of any other country or jurisdiction where Awards are granted, as such laws, rules, regulations and requirements shall be in place from time to time.

“Bank” means Amalgamated Bank, a New York commercial bank; *provided, however*, that in the event the Bank reincorporates to another jurisdiction, all references to the term “Bank” shall refer to the Bank in such new jurisdiction.

“Board” means the Board of Directors of the Bank.

“Cause” for termination of the Award Recipient’s Continuous Service will exist if the Award Recipient is terminated from employment or other service with the Bank for any of the following reasons: (i) the Award Recipient’s willful failure¹ to substantially perform his or her duties and responsibilities to the Bank or deliberate violation of a material Bank policy; (ii) the Award Recipient’s commission of any material act or acts of fraud, embezzlement, dishonesty, or other willful misconduct; (iii) the Award Recipient’s material unauthorized use or disclosure of any proprietary information or trade secrets of the Bank or any other party to whom the Award Recipient owes an obligation of nondisclosure as a result of his or her relationship with the Bank; or (iv) the Award Recipient’s willful and material breach of any of his or her obligations under any written agreement or covenant with the Bank.

The Committee shall in its discretion determine whether or not the Award Recipient is being terminated for Cause. The Committee’s determination shall, unless arbitrary and capricious, be final and binding on the Award Recipient, the Bank, and all other affected persons. The foregoing definition does not in any way limit the Bank’s ability to terminate the Award Recipient’s employment at any time, and the term “Bank” will be interpreted herein to include any of its Affiliates or successor thereto, if appropriate.

“Change in Control” means,

- (a) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Securities Exchange Act of 1934) of more than 25 percent (25%) of the combined voting power of the Bank’s then outstanding securities; *provided, however*, that for purposes of this paragraph (a), of this definition the following acquisitions shall not constitute a Change in Control:
 - (i) any acquisition of securities directly from the Bank,
 - (ii) any acquisition of securities by the Bank,
 - (iii) any acquisition of securities by any employee benefit plan (or related trust) sponsored or maintained by the Bank or any corporation controlled by the Bank, or

¹ Drafting Note: For 2016 (and possibly 2016) awards, delete “willful” and add “, neglect of or refusal” after ‘failure’.

- (iv) any acquisition of securities by any corporation or entity pursuant to a transaction that does not constitute a Change in Control under paragraph (c) of this definition; or
- (b) Individuals who, as of the date the Bank's 2017 Long-Term Incentive Plan was adopted by the Board (the "**Approval Date**"), constitute the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; *provided, however*, that any individual becoming a director subsequent to the Approval Date whose election, or nomination for election by the Bank's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered a member of the Incumbent Board, unless such individual's initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Incumbent Board; or
- (c) consummation of a reorganization, merger, or consolidation (including a merger, or consolidation of the Bank or any direct or indirect subsidiary of the Bank), or sale or other disposition of all or substantially all of the assets of the Bank (a "**Business Combination**"), in each case, unless, following such Business Combination,
 - (i) all or substantially all of the individuals and entities who were the beneficial owners of the Bank's outstanding Common Stock and the Bank's voting securities entitled to vote generally in the election of directors immediately prior to such Business Combination have direct or indirect beneficial ownership, respectively, of more than 50 percent (50%) of the then outstanding shares of common stock, and more than 50 percent (50%) of the combined voting power of the then outstanding voting securities entitled to vote generally in the election of directors, of the corporation resulting from such Business Combination (which, for purposes of this subparagraph (c)(i) and paragraphs (c)(ii) and (c)(iii) shall include a corporation which as a result of such transaction owns the Bank or all or substantially all of the Bank's assets either directly or through one or more subsidiaries), and
 - (ii) except to the extent that such ownership existed prior to the Business Combination, no person (excluding any corporation resulting from such Business Combination or any employee benefit plan or related trust of the Bank or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 25 percent (25%) or more of the then outstanding shares of common stock of the corporation resulting from such Business Combination or 25 percent (25%) or more of the combined voting power of the then outstanding voting securities of such corporation, and
 - (iii) at least a majority of the members of the board of directors of the corporation resulting from such Business Combination were members of

the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

- (d) approval by the shareholders of the Bank of a plan of complete liquidation or dissolution of the Bank.

“**Code**” means the U.S. Internal Revenue Code of 1986, as amended. All references to specific Sections of the Code include the applicable regulations or guidance issued thereunder, as those may be amended from time to time.

“**Committee**” means the Compensation Committee of the Board, or if no such Committee is appointed, the Board.

“**Continuous Service**” means the absence of any interruption or termination of service as an Employee, Director or Contractor. Continuous Service shall not be considered interrupted in the case of: (i) sick leave; (ii) military leave; (iii) any other leave of absence approved by the Committee, *provided* that in each case such leave is for a period of not more than 90 days, unless reemployment upon the expiration of such leave is guaranteed by contract or statute, or unless provided otherwise pursuant to Bank policy adopted from time to time; (iv) changes in status from Director to advisory director or emeritus status; or (iv) in the case of transfers between locations of the Bank or between the Bank, its Affiliates, or their respective successors. Changes in status between service as an Employee and a Director, or between an Employee and a Contractor, will not constitute an interruption of Continuous Service.

“**Contractor**” means an individual or entity providing services to the Bank (not as an Employee) as described in Treas. Reg. §1.409A-1(f)(1) and which for any taxable year accounts for gross income from the performance of services under the cash receipts and disbursements method of accounting.

“**Director**” means a member of the Board.

“**Disabled**” or “**Disability**” refers to a condition under which a Participant –

- (a) is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months; or
- (b) is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three (3) months under an accident or health plan covering employees of the Bank.

“**Employee**” means any person whom the Bank classifies as an employee (including an officer) for employment tax purposes. The payment by the Bank of a director’s fee to a Director shall not be sufficient to constitute “employment” of such Director by the Bank.

“Fair Market Value” means, as of any date, the value of the Common Stock determined as follows: (i) if the Common Stock is listed on any established stock exchange or traded on any established market, the Fair Market Value of a Share of Common Stock shall be the closing sales price for such Common Stock as quoted on such exchange or market (or the exchange or market with the greatest volume of trading in the Common Stock) on the date of determination, as reported in a source the Committee deems reliable; (ii) unless otherwise provided by the Committee, if there is no closing sales price for the Common Stock on the date of determination, then the Fair Market Value shall be the closing selling price on the last preceding date for which such quotation as described in clause (i) above exists; or (iii) in the absence of such markets for the Common Stock, the Fair Market Value shall be determined by the Committee in good faith by the reasonable application of a reasonable valuation method and in a manner that complies with Section 409A of the Code.

“Person” means any natural person, association, trust, business trust, cooperative, corporation, general partnership, joint venture, joint-stock company, limited partnership, limited liability company, real estate investment trust, regulatory body, governmental agency or instrumentality, unincorporated organization, or organizational entity.

11. Treatment upon Death

Upon the Award Recipient’s death, any such interest will be transferred as provided in the Award Recipient’s will or according to the applicable laws of descent and distribution.

12. Notices

Any notice or communication required or permitted by any provision of this Agreement to be given to the Award Recipient shall be in writing or by electronic means as set forth in Section 18 and, if in writing, shall be delivered personally or sent by certified mail, return receipt requested, addressed to the Award Recipient at the last address that the Bank had for the Award Recipient on its records. Each party may, from time to time, by notice to the other party hereto, specify a new address for delivery of notices relating to this Agreement. Any such notice shall be deemed to be given as of the date such notice is personally delivered or properly mailed, or electronically delivered.

13. Modifications

This Agreement may be modified or amended at any time without the consent of the Award Recipient; *provided* that, except as otherwise provided by Applicable Law, the Award Holder must consent in writing or by electronic means to any modification that adversely alters or impairs any vested rights or obligations under this Stock Option. Notwithstanding the foregoing, the Bank reserves the right to amend or terminate this Agreement as necessary to comply with Section 409A.

14. Headings

Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope or intent of this Agreement or any provision hereof.

15. Severability

Every provision of this Agreement is intended to be severable. If any term hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity or legality of the remaining terms of this Agreement.

16. General

16.1 This Agreement contains all terms of the Award and supersedes and replaces all prior discussions and documents relating to the Award, including but not limited to the original Stock Appreciation Rights Agreement referenced at the beginning of this Agreement.

16.2 The Bank shall be entitled, at its option and not in lieu of any other remedies to which it may be entitled, to set off any amounts due the Bank or any Affiliate against any amount due and payable by the Bank or any Affiliate to an Award Recipient pursuant to this Agreement or otherwise.

16.3 All section references are to sections of this Agreement unless otherwise specified.

16.4 The Bank shall not segregate any assets in connection with Stock Options granted under this Agreement. The rights of the Award Recipient to benefits under this Agreement shall be solely those of a general, unsecured creditor of the Bank.

16.5 This Award shall be subject to forfeiture or recoupment by the Bank or as otherwise required by law, consistent with the Bank's Policy on Sound Executive Compensation, as such policy may be amended from time to time.

16.6 Administration. The Committee shall administer this Award in accordance with its terms, *provided* that the Board may act in lieu of the Committee on any matter. The Committee shall hold meetings at such times and places as it may determine and shall make such rules and regulations for the conduct of its business as it deems advisable. In the absence of a duly-appointed Committee, or if the Board otherwise chooses to act in lieu of the Committee, the Board shall function as the Committee for all purposes of this Award.

Subject to the provisions of this Agreement, the Committee shall have the authority, in its sole discretion:

- (i) to determine, from time to time, Fair Market Value;
- (ii) to determine, and to set forth in this Agreement, the terms and conditions of this Award, including any applicable exercise price, the installments and conditions under which this Award shall become vested (which may be based on performance), terminated, expired, cancelled, or replaced, and the circumstances for vesting, acceleration or waiver of forfeiture restrictions, and other restrictions and limitations;

- (iii) to approve the form of this Agreement and all other documents, notices, and certificates in connection therewith, which need not be identical either as to type of Award or among other Award Recipients;
- (iv) to construe and interpret the terms of this Agreement, to determine the meaning of their terms, and to prescribe, amend, and rescind rules and procedures relating to this Award and its administration;
- (v) in order to fulfill the purposes of this Award and without amending this Agreement, modify, cancel, or waive the Bank's rights with respect to this Award, and to adjust or to modify this Agreement for changes in Applicable Law; and
- (vi) to make all other interpretations and to take all other actions that the Committee may consider necessary or advisable to administer this Award or to effectuate its purposes.

Subject to Applicable Law and the restrictions set forth in this Agreement, the Committee may delegate administrative functions to individuals who are officers, or Employees of the Bank or its Affiliates. If the Award Recipient is not an officer, the Committee may delegate to appropriate officers of the Bank its authority to determine the size and type of Awards to be received by the Award Recipient and to set and modify the terms of such Award; *provided, however*, that all such Awards shall comply with the terms of this Agreement. Any actions taken by the delegate shall be treated as actions by the Committee.

The Committee shall have the sole discretion to interpret or construe ambiguous, unclear, or implied (but omitted) terms in any fashion it deems to be appropriate, and to make any findings of fact needed in the administration of this Agreement. The Committee's prior exercise of its discretionary authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee's interpretation and construction of any provision of this Agreement shall be final, binding, and conclusive. The validity of any such interpretation, construction, decision, or finding of fact shall not be given de novo review if challenged in court, by arbitration, or in any other forum, and shall be upheld unless clearly arbitrary or capricious.

Neither the Board nor any Committee member, nor any Person acting at the direction of the Board or the Committee, shall be liable for any act, omission, interpretation, construction, or determination made in good faith with respect to this Award or this Agreement. The Bank and its Affiliates shall pay or reimburse any member of the Committee, as well as any Director or Employee, who takes action in connection with this Award for all expenses incurred with respect to this Award, and to the full extent allowable under Applicable Law shall indemnify each and every one of them for any claims, liabilities, and costs (including reasonable attorney's fees) arising out of their good faith performance of duties under this Award. The Bank and its Affiliates may obtain liability insurance for this purpose.

17. Governing Law

The laws of the State of New York shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties hereto.

18. Electronic Delivery; Acceptance of Agreement

The Bank may, in its sole discretion, deliver any documents related to this Award by electronic means or request the Award Recipient's consent to this Award by electronic means. By accepting the terms of this Agreement, the Award Recipient hereby consents to receive such documents by electronic delivery and agrees to participate in this Award through an on-line or electronic system established and maintained by the Bank or a third party designated by the Bank.

IN WITNESS WHEREOF, the Award Recipient and the Bank have signed this Agreement.

AMALGAMATED BANK

AWARD RECIPIENT

By _____

Name: Keith Mestrich

Title: President & CEO

Date: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 21.1 TO FORM 10

Subsidiaries of Amalgamated Bank

List of Subsidiaries

The following is a list of the subsidiaries of Amalgamated Bank:

1. Amalgamated Real Estate Management Company, Inc.
2. 275 Property Holdings, Inc.
3. 275A Property Holdings, Inc.
4. 727 Holdings, LLC
5. AT2017 LLC

The following is a list of the subsidiaries of Amalgamated Bank, as Trustee of Longview Ultra Construction Loan Investment Fund (for trust other real estate owned properties):

6. Ocean Boulevard NTU, LLC
7. Mill Condominiums LLC
8. LV Holdings LLC
9. LV Holdings Sole Member LLC
10. 1352 Lofts Property Corporation
11. 1352 Lofts Property Holdings, LP
12. 39 Grant Property Holdings, LLC
13. 538 Bond at Icon Park, LLC
14. 601 Bond at Turing Park, LLC
15. 600 Bond at Bletchley Park, LLC
16. Winthrop Club at Bletchley Park LLC
17. 80 East Milton Avenue, LLC
18. Park Lafayette Property Holdings, LLC
19. 178 Christopher Holdings, LLC
20. 21 WATER STREET DEVELOPMENT LLC
21. Water Street Property Holdings LLC
22. Tower Drive Property Holdings LLC
23. Tower Drive Development LLC
24. One Madison R/A Holdings, LLC
25. ABQ Studios, LLC

26. Pacifica Mesa Studios, LLC
27. Bletchley Hotel at O'Hare Field LLC
28. Terrazio on South Wabash LLC
29. 321 Glisan Property Holdings LLC
30. Ferry Road Development LLC
31. Water Street Development at Sag Harbor LLC
32. Broad Street Property Holdings GP Corporation
33. Broad Street Property Holdings, LP
34. Signit Parking at LAX, LLC
35. Humnit Hotel at LAX, LLC
36. One Forbes Property Holdings, LLC
37. Knapp Street Property Development LLC
38. Lacon Property Development LLC
39. 66th Street Property Development LLC