FOUR TYPES OF PENSIONS ARE PROVIDED UNDER THE PLAN:

- A Regular Pension
- An Early Retirement Pension
- A Disability Pension
- A Partial Pension

For all pension types, the monthly benefit so determined shall be rounded up to the nearest multiple of $0.50.

WHEN AM I ELIGIBLE FOR A REGULAR PENSION?

You are eligible to retire on a Regular Pension if you:

- Are 65 or older and
- Have at least five Years of Vesting Service (at least 10 Years of Vesting Service if you separated from service prior to September 1, 1998), or
- Were 50 or older while actively working in Covered Employment and have earned at least 15 Pension Credits, or
- Have reached Normal Retirement Age.

WHAT IS THE AMOUNT OF A REGULAR PENSION?

Your Regular Pension amount is determined by multiplying your Pension Credits by the applicable Pension Credit Rate. Your applicable Pension Credit Rate will depend on the date you last worked in Covered Employment and other factors. See page 25 of this SPD for rates and benefit amounts.

Here is an example of how a single participant who is 65 years old before January 1, 2011, and whose last Contributing Employer was subject to the Preferred Schedule of the Rehabilitation Plan may have her Regular Pension calculated. See page 28 of this SPD for a description of the Rehabilitation Plan.

Suppose a participant with 25 pension credits or more terminates employment on June 28, 2010. She will begin receiving a Regular Pension on August 1, 2010.

2 Or were a non-bargained Employee, and have five Years of Vesting Service.
(at age 65). The participant’s monthly benefit is $925, or 25 (maximum) pension credits multiplied by $37.

Here is an example of how a single participant who is 65 years old after January 1, 2011, and whose last Contributing Employer was subject to the Preferred Schedule of the Rehabilitation Plan may have her Regular Pension calculated. See page 28 of the SPD for a description of the Rehabilitation Plan.

Suppose a participant with 27 or more pension credits terminates employment on June 28, 2011. She begins receiving a Regular Pension on August 1, 2011 (at age 65). The participant’s monthly benefit is $1,000, or 27 (maximum) pension credits multiplied by $37. Note that the last credit is multiplied by $37 plus one additional dollar.

**HERE IS AN EXAMPLE OF HOW A MARRIED PARTICIPANT’S REGULAR PENSION MAY BE CALCULATED.**

Suppose an employee, age 65, has earned the maximum of 25 Pension Credits and elects a 50% Joint- and-Survivor Pension option (see page 38 for a description of the Joint-and-Survivor Pension). The employee has a spouse who is three years younger than herself, and she last worked in Covered Employment in June 2008. The employee’s Regular Pension is calculated as follows:

- **Step 1.** 25 Pension Credits x $37.00/Pension Credit = $925.00.
- **Step 2.** $925 x 91.8% (93% - (0.4 * 3 years)) = $849.15.

The employee’s final monthly benefit will be rounded to $849.50.

Note that in Step 2 the amount by which the employee’s benefit is reduced depends on the difference between the employee’s and her spouse’s age (three years), and the reduction varies from case to case. See page 38 with respect to the Joint-and-Survivor Pension.

**WHEN AM I ELIGIBLE FOR AN EARLY RETIREMENT PENSION?**

You are eligible to retire on an Early Retirement Pension if you are:

- At least 55 years of age, and
- Have earned at least 15 Pension Credits.
WHAT IS THE AMOUNT OF THE EARLY RETIREMENT PENSION?

The Early Retirement Pension is the amount you would be eligible to receive under a Regular Pension reduced by 1/2% for each month that you are younger than age 65. For example, suppose a participant is 62, and retires with the maximum of 25 Pension Credits. He last worked on or after January 1, 2005.

THE PENSIONER’S MONTHLY BENEFIT WILL BE COMPUTED AS FOLLOWS:

(Assuming) Regular Pension = $925

36 (months younger than 65) x 1/2% = 18%

18% x $925 = $166.50

$925 – $166.50 = $758.50

In this example, the Early Retirement Pension amount would be $758.50 a month.

However, if the Default Schedule described on page 60 of this SPD is in effect with respect to your last Contributing Employer as of the date your pension payments are scheduled to begin, your Early Retirement Pension will be determined as shown in Appendix A.

WHEN AM I ELIGIBLE TO RETIRE ON A DISABILITY PENSION?

You are eligible to retire on a Disability Pension if:

• You have at least 15 Pension Credits, and
• You are both totally and permanently disabled, and
• You worked in Covered Employment for an employer contributing to the Fund for at least 436 hours within the 24 months before you became totally and permanently disabled, and
• Your disability is the result of a condition or event which occurred while you were working in Covered Employment and your total and permanent disability has continued for a period of six months, and
• You have filed an application for a Disability Pension with the Fund Office within the later of 18 months after the date your disability commenced or within six months after the date you received a Social Security Disability Award entitling you to a Social Security benefit in connection with your Retirement, Survivors and Disability coverage.

In this circumstance, your Disability Pension will be effective beginning with the 7th month of your disability.

• If you were eligible for a Disability Pension on or after January 1, 1996, but failed to file the application within the later of 18 months after the date your disability commenced or within six months after the date you received a Social Security Disability Award from the Social Security Administration, the first monthly payment of your Disability Pension shall commence no sooner than the month following the date on which you filed the complete application along with all required documentation.

• Prior to December 1, 1999, you must also have attained age 50 as of the date you became disabled to qualify for a Disability Pension.

However, if the Default Schedule described in Appendix B of the Plan with respect to your last Employer is in effect as of the date you became disabled, you will not be entitled to receive a Disability Pension application.

WHAT IS THE AMOUNT OF THE DISABILITY PENSION?

The monthly amount of the Disability Pension is the same as the Regular Pension in effect on the date you became disabled. See page 25 of this SPD for rates and benefit amounts.

The Disability Pension will continue for life, provided you remain both totally and permanently disabled to age 65. If you cease to be both totally and permanently disabled before age 65, your Disability Pension will cease as of the first month following the end of the disability. Thereafter, you may be eligible for a Regular or Early Retirement Pension.
CAN AN EARLY RETIREMENT PENSION BE CONVERTED TO A DISABILITY PENSION?

Yes. If you are receiving an Early Retirement Pension and you become eligible for a Disability Pension, you will be entitled to convert your Early Retirement Pension to a Disability Pension, retroactive to the seventh month of disability, or to the date on which your application was filed if later than the deadline for filing a Disability Pension as described.

HOW IS TOTAL AND PERMANENT DISABILITY DEFINED?

You will be deemed both totally and permanently disabled based upon a determination by the Social Security Administration that you are entitled to a Social Security Disability Pension. You may be required at any time to submit evidence of your continued entitlement to Social Security Disability Benefits.
HOW IS A PENSION CALCULATED?

As stated on page 20, your Pension generally depends upon your Pension Credits and your Pension Credit Rate. The following definitions and table, which are used to determine the Pension Credit Rate and, in some instances, Pension Credits, apply to Regular, Early Retirement, Disability and Partial Pensions.

If you last worked in Covered Employment Prior to 2002:

<table>
<thead>
<tr>
<th>DATE YOU LAST WORKED IN COVERED EMPLOYMENT</th>
<th>APPLICABLE PENSION CREDIT RATE</th>
<th>MAXIMUM MONTHLY REGULAR PENSION BENEFIT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>On or after October 1, 1984, but prior to January 1, 1992</td>
<td>$14 per Pension Credit</td>
<td>$350</td>
</tr>
<tr>
<td>On or after January 1, 1992, but prior to January 1, 1996</td>
<td>$17 per Pension Credit</td>
<td>$425</td>
</tr>
<tr>
<td>On or after January 1, 1996, but prior to January 1, 1998</td>
<td>$20 per Pension Credit</td>
<td>$500</td>
</tr>
<tr>
<td>On or after January 1, 1998, but prior to September 1, 2000</td>
<td>$24 per Pension Credit</td>
<td>$600</td>
</tr>
<tr>
<td>On or after September 1, 2000, but prior to January 1, 2002</td>
<td>$26 per Pension Credit</td>
<td>$650</td>
</tr>
</tbody>
</table>
If you are employed by an Employer that first executed a Collective Bargaining Agreement on or prior to June 1, 2006, the rates below apply. These rates also apply if you were hired as a covered employee before August 1, 2009, and your last contributing employer is obligated to contribute to the “preferred schedule” described on page 29. If your employer is subject to the default schedule, see page 29 of this SPD.

<table>
<thead>
<tr>
<th>OBLIGATED AT PREVAILING RATE (1), (2), AND (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Day in Covered Employment</td>
</tr>
<tr>
<td>1/1/2002 through 12/31/2004 (3)</td>
</tr>
<tr>
<td>1/1/2005 through 12/31/2010 (2)</td>
</tr>
<tr>
<td>1/1/2011 forward (1)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NOT OBLIGATED AT PREVAILING RATE (1), (2), AND (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Day in Covered Employment</td>
</tr>
<tr>
<td>1/1/2002 through 12/31/2004 (3)</td>
</tr>
<tr>
<td>1/1/2005 through 12/31/2010 (2)</td>
</tr>
<tr>
<td>1/1/2011 forward (1)</td>
</tr>
</tbody>
</table>
For a participant who is employed by an Employer that first executed a Collective Bargaining Agreement after June 1, 2006, the rates below apply. These rates also apply if you were hired as a covered employee before August 1, 2009, and your last contributing employer is obligated to contribute to the “preferred schedule” described on page 29. If your employer is subject to the default schedule, see page 29 of this SPD. Note that all your Future Service credit will be taken into account before the Past Service credit.

### OBLIGATED AT PREVAILING RATE (1), (2), AND (3)

<table>
<thead>
<tr>
<th>Last Day in Covered Employment</th>
<th>Applicable Pension Credit</th>
<th>Maximum Monthly Regular Pension Benefit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2006 through 12/31/2010 and (1), (2), or (3)</td>
<td>Past Service $10.70 Future Service $37.00</td>
<td>$925</td>
</tr>
<tr>
<td>On or After 1/1/2011 and (1), (2) or (3)</td>
<td>Past Service $10.70 Future Service $37 per credit, with a maximum credit of 27 and last credit is at $38.</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

### NOT OBLIGATED AT PREVAILING RATE (1), (2), AND (3)

<table>
<thead>
<tr>
<th>Last Day in Covered Employment</th>
<th>Applicable Pension Credit</th>
<th>Maximum Monthly Regular Pension Benefit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/1/2006 through 12/31/2010 and (1), (2), or (3)</td>
<td>Past Service $10.70 Future Service $26.00</td>
<td>$650</td>
</tr>
<tr>
<td>On or After 1/1/2011 and (1), (2) or (3)</td>
<td>Past Service $10.70 Future Service $26 per credit, with a maximum credit of 27.</td>
<td>$702</td>
</tr>
</tbody>
</table>

(1) “2007 Prevailing Rate” means the rate payable by an Employer obligated to contribute to the Plan at or above the minimum rate and upon the base specified in the Collective Bargaining Agreement (“CBA”) between the Union and the Greater New York Health Care Facilities Association, Inc. (“Association”) expiring April 30, 2011.
(2) “Post-2005 Prevailing Rate” means the rate payable by an Employer obligated to 1) contribute to the Plan at the rate and upon the base specified in the CBA between the Union and the Association expiring April 30, 2008, or 2) increase its rate and/or base to such rate and/or base during the term of the CBA between the Union and the Association expiring April 30, 2008.

(3) “Post-2002 Prevailing Rate” means the rate payable by an Employer obligated to 1) contribute to the Plan at the rate and upon the base specified in the CBA between the Union and the Association expiring April 30, 2005, or 2) increase its rate and/or base to such rate and/or base during the term of the CBA between the Union and the Association expiring April 30, 2005.

Under the Preferred Schedule, if you were hired as a Covered Employee on or after August 1, 2009, and your last day in Covered Employment is on or after January 1, 2011, your Regular Pension amount for credits earned on or after January 1, 2010, will be $19 per credit, with a maximum of 27 credits.

WHAT IS THE REHABILITATION PLAN?

The Pension Protection Act of 2006 (“PPA”) requires the Board of Trustees of a multiemployer pension plan that has been certified by its actuary as being in critical status (also known as the “red zone”) to develop a rehabilitation plan that is intended to enable the plan to emerge from critical status by the end of the rehabilitation period. On March 31, 2009, the Plan was certified by its actuary to be in critical status for the Plan Year beginning on January 1, 2009, and ending on December 31, 2009. The Plan was certified to be in critical status because a funding deficiency was projected within four years and the funded percentage was less than 65%.

The Rehabilitation Plan sets forth the actions to be taken by the bargaining parties and the Board of Trustees (the “Trustees”) of the Plan to enable the Plan to cease to be in critical status at the end of the Plan’s Rehabilitation Period. The Rehabilitation Period is the 13-year period beginning on January 1, 2012, and ending on December 31, 2024.
HOW WILL THE REHABILITATION PLAN SCHEDULES AFFECT MY PENSION CALCULATION?

The Trustees established two schedules, the Preferred Schedule and the Default Schedule, that reflect changes in employer contributions, adjustable benefits, future benefit accruals, and/or other provisions which, based on the actuary’s reasonable assumptions, are designed and intended to enable the Plan to emerge from critical status by the end of the Rehabilitation Period.

The tables on pages 26-27 are subject to the “Preferred Schedule” or the “Default Schedule,” as described on page 29.

(A) THE PREFERRED SCHEDULE

1) What Is the Preferred Schedule?
   The Preferred Schedule is a schedule of contributions under which contributions are made according to the rates set forth for employers contributing either at the “parity rate” or “non-parity rate” (as defined in the Preferred Schedule), as such rates may be established by the Trustees from time to time.

2) When Does the Preferred Schedule Become Effective?
   The Preferred Schedule will be effective upon the “Effective Date” of a Collective Bargaining Agreement (“CBA”) that adopts a contribution schedule that contains terms consistent with the Preferred Schedule.

3) Benefit Amounts
   (i) Under the Preferred Schedule, your pension amounts will be determined as shown in the tables on pages 26-27.

If your benefit commencement date is on or after April 30, 2009, but you ceased Covered Employment before one of the Schedules becomes effective with respect to your last Contributing Employer, your benefits shall become subject to the Schedule applicable to that last Contributing Employer as of the Preferred Schedule Effective Date or Default Schedule Effective Date, as the case may be.

(B) DEFAULT SCHEDULE

1) What is the Default Schedule?
   The Default Schedule is a contribution schedule that is in effect, or goes into effect, due to a CBA or other obligation that requires your Employer to make contributions at less than the applicable rates established by the Trustees in the Preferred Schedule.
2) When does the Default Schedule become effective?
The Default Schedule will become effective upon the later of:

(i) January 1, 2011, or

(ii) the earlier of:

(a) the effective date of a Collective Bargaining Agreement that
    adopts a contribution schedule that contains terms consistent
    with this Default Schedule, or

(b) 180 days after the expiration date of a Collective Bargaining
    Agreement providing for contributions under the Plan that was in
    effect on January 1, 2009, if by such date the bargaining parties
    have failed to adopt a contribution schedule that contains terms
    consistent with this Default Schedule or the Preferred Schedule.

3) How will my benefits be determined under the Default Schedule?
Under the Default Schedule, your pension amounts will be determined
as follows:
The monthly benefit accrual rate that will be applied to all pension
credits earned if you left covered employment before January 1, 2004,
is not changed.

For Pension Credits Earned Prior to the Effective Date of the Default
Schedule if you left Covered Employment after January 1, 2004:

<table>
<thead>
<tr>
<th>IF THE EMPLOYER IS</th>
<th>APPLICABLE CREDIT RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Obligated to contribute to the Pension Fund at the “prevailing rate”</td>
<td>$35 per Pension Credit</td>
</tr>
<tr>
<td>Not obligated to contribute to the Pension Fund at the “prevailing rate”</td>
<td>$26 per Pension Credit</td>
</tr>
</tbody>
</table>

For Pension Credits Earned after the Effective Date of the Default
Schedule (payable as a single life annuity at Normal Retirement Age),
the Applicable Credit Rate shall be $19 per Pension Credit.

If the Employer for whom you last worked is subject to the Default
Schedule, 25 Pension Credits are the maximum number that can be
taken into account for a Regular Pension. In calculating your monthly
pension payments, the Plan will first count the pension credits to which
the highest monthly benefit accrual rate applies.
If you are collecting a pension and your last Contributing Employer becomes subject to the Default Schedule after your pension begins, your benefits may be recalculated under the Default Schedule as of that Employer’s “Effective Date.”

Note that if your Employer withdraws from the Plan before either the Default Schedule or the Preferred Schedule goes into effect, your benefits will be recalculated under the Default Schedule as of the later of (i) January 1, 2011, or (ii) the date that Employer withdraws from the Plan.

**Reduction and Elimination of Adjustable Benefits:** In addition to the reductions in benefit accruals, the following “adjustable benefits” will be eliminated under the Default Schedule if you retire on or after April 30, 2009, and your last Contributing Employer becomes subject to the Default Schedule:

- Early Retirement subsidies;
- Disability Pension;
- 60-month benefit guarantee; and
- $1,000 lump sum death benefit.

The reductions of adjustable benefits will take effect on a prospective basis beginning on the Effective Date of the Default Schedule.