

SUMMARY DESCRIPTION

OF

RETIREMENT PLAN OF THE

WHOLESALE WINE SALESMEN'S

PENSION FUND

Established May 1, 1957

Restated as of January 1, 2014

As Amended Through January 1, 2015

(SUBJECT TO LEGAL COUNSEL REVIEW)
December 8, 2016

SUMMARY DESCRIPTION

OF

RETIREMENT PLAN OF THE

WHOLESALE WINE SALESMEN'S

PENSION FUND

Wholesale Wine Salesmen's Union, Local 18D
3163 East Tremont Avenue
Bronx, New York 10461

BOARD OF TRUSTEES

UNION TRUSTEES

Thomas Baffer
Gregory Denardo
Monica Cornacchia

EMPLOYER TRUSTEES

Roy Kohn
John Preston
Scott Guensler

COUNSEL

Warren Mangan, Esq.

ACTUARIAL CONSULTANT

Milliman

CERTIFIED PUBLIC ACCOUNTANT

Michael A. Jacobson

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INTRODUCTION

The Retirement Plan of the Wholesale Wine Salesmen's Pension Fund was established effective May 1, 1957 as a result of collective bargaining. It was amended and restated, effective January 1, 1976, to conform to the Employee Retirement Income Security Act of 1974 (ERISA), again effective January 1, 1985, to conform to the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), the Tax Reform Act of 1984 (TRA) and the Retirement Equity Act of 1984 (REA). The plan was amended, effective January 1, 1989, to conform to changes made by the Tax Reform Act of 1986, the Omnibus Budget Reconciliation Act of 1986 and 1987, the Technical Miscellaneous Revenue Act of 1988 and the Revenue Reconciliation Act of 1989. Effective October 1, 2001, the Plan was amended and restated to to comply with the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Internal Revenue Service Restructuring and Reform Act of 1998 and the Community Renewal Tax Relief Act of 2000. Effective January 1, 2009, the Plan was restated to conform to changes made by the Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA), the Job Creation and Worker Assistance Act of 2004 (JCWAA), the Pension Funding Equity Act of 2004 (PFEA), the American Jobs Creation Act of 2004 (AJCA), and certain provisions of the Pension Protection Act of 2006 (PPA '06).

The most recent revision, effective January 1, 2014, has been amended to conform the Plan to changes made by the Windsor decision, the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act) and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA). As a result of further collective bargaining, the Plan has been amended from time to time, most recently as of January 1, 2015, to provide increased benefits for covered employees.

The Plan, a defined benefit pension plan, is intended to provide income which, together with Social Security and personal savings, will take care of your principal financial needs in your retirement years.

Although the primary purpose of the Plan is to provide you with income after retirement, benefits are also provided in the event your active employment ceases because of death, disability or if your employment is terminated for any other reason before you reach retirement age. The conditions as to age and length of service that must be met in order to qualify for such benefits are described in this booklet.

This booklet was prepared to help you understand your Pension Plan. The information included, however, is not to be considered a substitute for the Plan itself; it is merely a summary and explanation of the principal provisions of the Plan.

Whether your retirement is close at hand or many years in the future, you are urged to read this booklet. It is to your advantage to know how the provisions of the Pension Plan can help you. If you have any questions or if you are in doubt about how the provisions of the Plan apply to you, please contact the Fund Office.

I. PARTICIPATION

If you are a participant of the Wholesale Wine Salesmen's Union Local 18 and employed by an Employer who is a party to a collective bargaining agreement calling for contributions to this Pension Fund, you are eligible to participate in the Plan. If you are not sure whether your Employer is a contributing Employer under this Plan, please contact the Fund Office where a complete list of contributing Employers is available.

You are also eligible to participate in the Plan if you are a paid officer or employee of UFCW Local 2-D.

If you are an eligible employee, you will become a participant in the Plan on the first day for which a contribution is made to the Fund on your behalf. No action is required by you to participate.

The word "Employer", wherever capitalized in this booklet, means an Employer who is a party to a collective bargaining agreement calling for contributions to the Pension Fund.

II. NEW AND PRESENT EMPLOYEES

Your rights and benefits under the Plan depend on whether you are a Present Employee or a New Employee. A New Employee is an employee who first entered employment under a collective bargaining agreement calling for contributions to the Pension Fund after May 1, 1957. A Present Employee is an employee who, on May 1, 1957:

1. was covered under a collective bargaining agreement calling for contributions to the Fund;
or
2. was a full time paid employee or officer of the Union, on whose behalf contributions were made to the Fund; or
3. was covered by an Employer plan other than the Retirement Plan of the Wholesale Wine Salesmen's Pension Fund, and then later transferred to employment covered under this Plan before he earned a vested right to a pension from the other plan.

However, a Present Employee who quits, is discharged or retires, and is later reemployed after a period of one or more years during which he failed to work during at least three months, will lose his status as a Present Employee and will become a New Employee, for the purpose of determining the benefits that he earns after his return to employment.

III. SERVICE, CREDITED SERVICE AND BREAK IN SERVICE

If you are a New Employee, eligibility for benefits prior to normal retirement requires completion of a number of years of Service. A year of Service, as used here, is a calendar year in which you work in Covered Employment for at least one hour during each of five separate months.

The amount of any benefit for which you are eligible, on the other hand, is based on your Credited Service. Generally, you receive a month of Credited Service for every month your Employer is obligated to make a contribution to the Fund on your behalf.

Both Service and Credited Service are subject to the rules relating to Breaks in Service. Generally, you will incur a Break in Service Year for any year during which you do not work at least three months in Covered Employment.

For a detailed explanation of Service, Credited Service and Break in Service, see **Appendix A** at the end of this booklet.

IV. RETIREMENT CONDITIONS

The Plan provides for your normal retirement on the day on which you reach age 65. Of course, you may defer actual retirement beyond this date.

You may also retire prior to age 65, on a reduced pension, as early as the first day of any month following the date you have reached age 62 or the first day of any month following the date you have reached age 55 provided you have completed at least 10 years of Service.

Any participant on whose behalf an Employer has been required to make contributions to the Fund for at least 300 months may retire and begin to receive a full, unreduced pension, regardless of his age at retirement. However, if a participant has had one or more Break in Service Years, his eligibility for this benefit will be determined only on the basis of months of employment after his last Break in Service Year.

Your pension will normally begin as of the first day of the month coincident with or next following the month in which you actually retire. To avoid any delay in receiving a pension, you should make an application to the Fund Office three months before you are going to retire. Application forms are available at the Fund Office. If you work beyond age 70-1/2, you may irrevocably elect to begin your pension by notifying the Fund Office.

Once your pension begins, you will receive regular monthly payments thereafter for the rest of your life. However, if you are reemployed after your retirement, and you are not retired as a result of the economic layoff from January 1, 1994 to March 31, 1994, in a wholesale sales or sales managerial capacity by any person, firm or corporation engaged in the wholesale wine or liquor industry within the geographical area covered by the Plan or within the jurisdiction of the Wholesale Wine Salesmen's Union Local 18 or any other union which is a party to an agreement of trust establishing or maintaining a pension plan which is a party to an agreement with the Fund providing for reciprocity or other treatment of Employees who transfer from the Fund to the other plan or visa versa, your pension will be suspended until you again retire. Once you satisfy the requirements for a normal retirement benefit your benefit will not be subject to suspension for any month during which you are so reemployed for less than 40 hours.

If you receive any benefit payments after your re-employment due to your failure to promptly notify the Trustees, such payments will be subtracted from any future benefits to which you may become entitled.

You may request advice from the Trustees as to whether specific employment will cause the suspension of your pension payments.

V. NORMAL RETIREMENT PENSION

If your participation in this plan is the result of employment with Charmer Industries, Inc. or any other employer other than those specified below, the maximum pension payable to you under the Plan was determined in accordance with the provisions of the Plan in effect on the date of your termination of employment (please your copy of the Summary Description then in effect for further details).

The maximum pension payable under the Plan for those participants not described in the preceding paragraph is determined as follows:

TABLE A

For employees of Southern

Wine and Spirits of New York <u>on or after</u>	<u>but</u>	whose Covered Employment ceases <u>prior to</u>	Monthly Pension <u>Amount</u>
June 1, 1984	-	November 1, 1986	\$ 625
November 1, 1986	-	January 1, 1987	725
January 1, 1987	-	January 1, 1988	800
January 1, 1988	-	January 1, 1990	900
January 1, 1990	-	January 1, 1991	950
January 1, 1991	-	January 1, 1992	1,000
January 1, 1992	-	January 1, 1994	1,250
January 1, 1994	-	January 1, 1996	1,300
January 1, 1996	-	January 1, 1997	1,350
January 1, 1997	-	January 1, 1998	1,400
January 1, 1998	-	January 1, 1999	1,650
January 1, 1999	-	January 1, 2014	1,800
January 2014	-	January 1, 2015	1,900
January 1, 2015			2,000

TABLE B

For paid officers or employees of the UFCW Local 2-D or related Funds whose Covered Employment ceases

<u>on or after</u>	<u>but</u>	<u>prior to</u>	<u>Amount</u>
June 1, 1984	-	November 1, 1986	\$ 625
November 1, 1986	-	January 1, 1987	725
January 1, 1987	-	January 1, 1988	800
January 1, 1988	-	January 1, 1990	900
January 1, 1990	-	January 1, 1991	950
January 1, 1991	-	January 1, 1992	1,000
January 1, 1992	-	January 1, 1994	1,250
January 1, 1994	-	January 1, 1996	1,300
January 1, 1996	-	January 1, 1997	1,350
January 1, 1997	-	January 1, 1999	1,400
January 1, 1999	-	October 1, 2000	1,550
October 1, 2000	-	January 1, 2014	1,800
January 2014	-	January 1, 2015	1,900
January 1, 2015			2,000

For Gallo of NJ, the benefit rate was frozen under the Retirement Plan as of the date of withdrawal in 2012. The maximum benefit amount for a former Gallo of NJ employee is \$1,800

The amount of your lifetime pension will depend upon whether you are a Present Employee or a New Employee at the time you retire, and the date on which you retire. If you are a Present Employee at that time, you will receive the maximum level of benefits payable on the date your Covered Employment ceases.

If you are a New Employee at the time you retire, the amount of your lifetime pension will depend upon your Credited Service, whether you have incurred a Break in Service Year during the course of your career and on whether you had previously been a Present Employee.

1. New Employees who have not incurred a Break in Service Year. If you have been a New Employee for your entire career and have earned at least 300 months (25 years) of Credited Service without incurring a Break in Service Year, you will receive the maximum monthly pension applicable at the time your Covered Employment ceases. If you have earned less than 300 months of Credited Service, you will receive a proportionate part of the maximum pension, based on the number of months of Credited Service you have earned. For example, if a New Employee had earned only 200 months of Credited Service when he retired on July 1, 2016, his normal retirement date, his pension will be \$1,333.00 per month, or two-thirds of \$2,000 ($200/300 \times \$2,000 = \$1,333.00$), assuming an \$2,000 monthly pension amount.

2. New Employees who have incurred a Break in Service Year. If you have been a New Employee for your entire career but have incurred a Break in Service Year, your pension will be calculated in two parts. First, for all of the months of Credited Service you earned after the Break in Service Year, you will receive an amount determined in the same manner as the pension of a New Employee who had not incurred a Break in Service Year.

Secondly, for the months of Credited Service you earned before the Break in Service Year, you will receive a proportionate part of the maximum pension which was payable under the Plan before the Break in Service Year occurred. This amount will be determined as described in the preceding paragraph.

If you have incurred more than one Break in Service Year, the same method will be applied, but the number of parts in which your pension will be calculated will be equal to your number of separate periods of employment.

In no event, however, will your pension be based on more than 300 months of Credited

Service nor will your pension exceed the maximum pension payable under the Plan at the time of your termination of Covered Employment. For example, if you worked from January 1, 1990 to October 30, 2007, incurred 4 Break in Service Years, returned to work on January 3, 2012 and terminated Covered Employment on February 28, 2016, your pension would be calculated as follows:

January 3, 2012 - February 29, 2016 = 50 months (50/300 x \$2,000) (assuming a maximum monthly pension of \$2,000 at 2/29/2016)	=	\$	333.33
January 1, 1990 - October 30, 2007 = 214 months (214/300 x \$1,800) (assuming a maximum monthly pension of \$1,800 at 10/30/2007)	=		<u>\$1,284.00</u>
Monthly Pension at Normal Retirement	=	\$	1,617.33

(You should note that the pension earned during your most recent period of employment is always calculated first.)

The full pension of \$1,617.33 is payable, because it does not exceed the maximum pension allowable at the time of retirement (\$2,000), nor does the Credited Service taken into account (214 months + 50 months = 264 months) exceed 300 months.

3. New Employees who had previously been Present Employees. If you are a New Employee at the time of your retirement but had previously been a Present Employee after May 31, 1968, your pension will be calculated in two parts. First, you will receive an amount equal to the maximum pension payable to Present Employees under the Plan at the time you lost your status as a Present Employee.

Second, for all the months of Credited Service which you earned after becoming a New Employee, you will receive an amount determined in the manner described in item (1) or (2) above depending on whether you incurred a Break in Service Year after becoming a New Employee.

In no event, however, will your monthly pension exceed the maximum monthly pension payable under the Plan at the time you last terminated employment under the Plan. For example, if you

worked from February 1, 1956 to September 30, 1987, incurred 5 Break in Service Years, returned to work as a New Employee on January 10, 1993, and terminated Covered Employment on February 28, 2001, your pension would be calculated as follows:

For Credited Service as a New Employee from

January 10, 1993 - February 28, 2005 = 146 months
 $(146/300 \times \$1,800)$ (assuming a maximum monthly pension
of \$1,800 at 2/28/2005) = \$ 876.00

For Credited Service as a Present Employee from

February 1, 1956 - September 30, 1987
(assuming a maximum monthly pension
of \$800 at 9/30/87) = \$ 800.00

Monthly Pension at Normal Retirement = \$ 1,676.00

The full amount of \$1,676.00 is payable because it does not exceed the maximum monthly pension payable at your last date of termination (\$1,800).

VI. EARLY RETIREMENT PENSION

The amount of your lifetime Early Retirement Pension will be determined in a similar manner as for a Normal Retirement Pension, based on your Credited Service as of your early retirement date if you are a New Employee. However, because an Early Retirement Pension begins before your normal retirement date, it is reduced for each month that your early retirement date precedes age 65 to reflect the fact that these benefits are expected to be paid to you for a longer period of time. For example, if you retire on March 1, 2015 at age 63 with 200 months of Credited Service, the monthly pension of \$1,333.33 payable at normal retirement date ($200/300 \times \$2,000 = \$1,333.33$) will be reduced by 16% giving you a monthly Early Retirement Pension of \$1,200.00 ($\$1,333.33 - \213.33 ($16\% \times \$1,333.33 = \213.33)). The following table shows the percentage of reduction for pensions at various ages:

Age at Pension Commencement <u>Date</u>	Percentage of <u>Reduction</u>
64	8 %
63	16
62	24
61	32
60	40

59	44
58	48
57	52
56	56
55	60

Remember you may retire early and immediately receive a full unreduced pension, regardless of your age, as soon as you have earned 300 months (25 years) of Credited Service which are not interrupted by a Break in Service Year.

Illustrations of pension benefits for both normal and early retirement are presented in **Appendix B** of this booklet.

VII. SUPPLEMENTAL PENSION

If at the time of your retirement you have more than 300 months (25 years) of Credited Service uninterrupted by a Break in Service Year (see Appendix A), you will be eligible to receive a Supplemental Pension.

This Supplemental Pension will be in addition to the amount you are entitled to at your normal or early retirement date, regardless of your age. Your Supplemental Pension will be \$20 for each 12 months of Covered Employment completed in excess of 300 months to a maximum of 120 months.

For example, if you completed 400 months of continuous Covered Employment as of July 1, 2015 and you retire on July 1, 2015, your pension payable immediately, will be determined as follows:

Maximum Monthly Pension at 7/1/2015 with 300 or more months of Credited Service	=	\$ 2,000.00
Supplemental Pension at 7/1/2015 for 100 months in excess of 300 months (8 years x \$20)	=	\$ <u>160.00</u>
Total Monthly Pension	=	\$ 2,160.00

VIII. BENEFITS UPON TERMINATION OF EMPLOYMENT

If you are a New Employee who has completed at least 5 years of Service or if you are a Present Employee, you will be entitled to a pension at age 65 if your employment is terminated for a reason other than disability or death. If you are a New Employee whose employment terminated as a result of an

economic layoff during the period January 1, 1997 through March 31, 1997 after completing one (1) year of Service, you will be entitled to a pension at age 65.

The amount of this pension will be calculated in a similar manner as for normal retirement, but will be based on the Credited Service you had earned prior to your termination of employment and the maximum monthly pension amount then in effect.

This pension would normally begin at age 65, however provided you have completed at least 10 years of service you could elect to begin receiving it at any time after you reach age 55. If you so elect, your pension will be reduced for early commencement in the same manner as described for early retirement (see Section VII). You may also elect to begin receiving your pension at any time after you reach age 62 regardless of how many years of service you have completed.

IX. DISABILITY PENSION

If you are between the ages of 40 and 64 (inclusive) and become totally and permanently disabled while an active Plan participant, you will receive a monthly disability pension from the Plan. Total and permanent disability means disability which has lasted for at least six months, and for which you receive Social Security disability benefits. This pension will continue for as long as you continue to receive Social Security disability benefits or for life if you remain disabled past your attainment of age 65.

The amount of this pension will be calculated in a similar manner as for an Early Retirement Pension, except that the reduction for commencement before normal retirement date will be 2% for each year before you reach age 60. If you retire as a disability retiree after you reach age 60, there will be no reduction for early commencement of your pension.

For example, if you become eligible for a disability pension at age 57 and at that time you would have been entitled to a monthly pension of \$1,000 commencing at your normal retirement date, your pension would be reduced as follows:

(Age 60) - (Age 57) = 3 years

2% x 3 years = 6%

\$1,000 - \$60 (1,000 x 6%) = \$940 per month.

If you are married when your disability pension commences, it will automatically be paid in the Alternate Form with 50% continuing to your surviving spouse, unless you and your spouse elect, in writing, to receive the lifetime annuity form. Under the 50% Alternate Form, your pension would be reduced to cover the survivor benefit. Continuing with the above example, and assuming your spouse is also age 57 when your disability pension begins, you would receive \$835.38 for your lifetime. If you die first, your spouse would then receive \$417.69 (50% x \$835.38) for her lifetime.

X. DEATH BENEFITS BEFORE RETIREMENT

See **Appendix C** for a summary of the Pre-Retirement Death Benefits described in this Section X.

A. BENEFITS PAYABLE TO YOUR SURVIVING SPOUSE

Spouse is the person to whom you have been married for at least twelve (12) months preceding your date of death.)

1. Participants who die while in Covered Employment prior to the attainment of age 45 after the completion of at least five but less than 25 years of Service or after termination from Covered Employment prior to the attainment of age 62 after the completion of at least five but less than 25 years of Service:

If you die while in Covered Employment prior to attainment of age 45 and after the completion of at least five but less than 25 years of Service, or after termination from Covered Employment prior to the attainment of age 62 after the completion of at least five but less than 25 years of Service, your surviving spouse will receive a 50% Joint and Survivor Pension commencing on the first day of the month following the later of your date of death or the date you would have attained age 55.

For example, if you died after the completion of 120 months (10 years) of Credited Service, your surviving spouse's pension would be calculated as follows:

Your Normal Retirement Pension commencing at age 65 (120/300 x \$2,000)	=	\$ 800.00
Reduced for early commencement at age 55 (\$800 - (\$800 x 60%))	=	\$ 320.00
50% Joint and Survivor Reduction (\$320.00 x .8952)	=	\$ 286.46
Surviving spouse's pension (\$286.46 x 50%)	=	\$ 143.23

This example assumes that you and your spouse are the same age and a maximum monthly pension amount of \$2,000.00.

2. Participants who die while in Covered Employment after the attainment of age 45 and prior to the attainment of age 55 and after the completion of at least five but less than 25 years of Service:

If you die while in Covered Employment after the attainment of age 45 and prior to the attainment of age 55 and after the completion of at least five but less than 25 years of Service, your surviving spouse will receive a pension commencing on the first day of the month following your date of death. This pension will be equal to 50% of your accrued pension benefit at the time of your death and will be payable until the earlier of your spouse's attainment of age 62 or remarriage. Commencing on the first day of the month following the later of the discontinuance of this benefit or the date you would have attained age 55, your spouse will receive the 50% Joint and Survivor Pension as described under Section A1.

For example, if you died after the attainment of age 45 and the completion of 120 months (10 years) of Credited Service, your surviving spouse's pension would be calculated as follows:

Your Normal Retirement Pension commencing at age 65 (120/300 x \$2,000)	=	\$ 800.00
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Surviving spouse's pension commencing immediately (\$800.00 x 50%) and continuing until the first day of the month following the later of your spouse's attainment of age 62 or remarriage or the date you would

have attained age 55 = \$ 400.00

At that time \$400.00/mo. would cease and the Surviving spouse's pension would be reduced to the 50% Joint & Survivor Pension (as determined under Section A1.) = \$ 143.23

3. Participants who die while in Covered Employment or after termination from Covered Employment after the attainment of age 62 or after the attainment of age 55 and the completion of at least five years of Service or after the completion of 25 or more years of Service:

If you die after the attainment of age 62, or after the attainment of age 55 with five years or more of service or after the completion of 25 years of service, whether or not you are still actively employed provided you satisfied the age and or service conditions prior to your termination from covered employment, your surviving spouse will receive a 100% Joint & Survivor Pension commencing on the first day of the month following your date of death for the remainder of his or her lifetime.

For example, if you died after the attainment of age 65 and the completion of 240 months (20 years) of Credited Service, your surviving spouse's pension would be calculated as follows:

Your Normal Retirement Pension (240/300 x \$2,000) = \$ 1,600.00

100% Joint and Survivor Reduction
(\$1,600 x .7503) = \$ 1,200.48

Surviving spouse's pension commencing on the first day of the month following your date of death = \$ 1,200.48

Another example would be if you died after the attainment of age 55 and the completion of 10 years of service, your surviving spouse's pension would be calculated as follows:

Your Normal Retirement Pension commencing at age 65 (120/300 x \$2,000.00) = \$ 800.00

Early Retirement Reduction (\$800.00 x 60%) = \$ 480.00

Early Retirement Benefit @ age 55 = \$ 320.00

100% Joint & Survivor Reduction (\$320.00 x .8102)	=	\$ 259.26
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Surviving Spouse's pension commencing on the first day of the month following your date of death	=	\$ 259.26
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These examples assume that you and your spouse are the same age and a maximum monthly pension amount of \$2,000.00.

B. BENEFITS PAYABLE TO YOUR DESIGNATED BENEFICIARY

Participants who have attained age 62 may name a Beneficiary to receive a 50% Joint and Survivor Pension in the event they die while in Covered Employment. This pension will commence on the first day of the month following your date of death.

Married participants may elect this death benefit coverage upon the attainment of age 62 in lieu of the death benefit which would otherwise be payable to a surviving spouse as described under the preceding Section A. This election will be subject to the spousal consent requirements (see Section XIV).

For example, if you died at age 63 after the completion of 240 months (20 years) of Credited Service and designated a Beneficiary who is age 40, your Beneficiary's pension would be calculated as follows:

Your Normal Retirement Pension commencing at age 65 (240/300 x \$2,000)	=	\$ 1,600.00
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Reduced for early commencement at age 63 (\$1,600.00 - (\$1,600.00 x 16%))	=	\$ 1,344.00
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50% Joint & Survivor Reduction (\$1,344.00 x .7647)	=	\$ 1,027.76
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Beneficiary's pension commencing on the first day of the month following your date of death

$$(\$1,027.76 \times 50\%) = \$ 513.88$$

This example assumes a maximum monthly pension amount of \$2,000.

XI. AUTOMATIC JOINT PENSION

If the single sum value of your pension is in excess of \$5,000 and you are married when your pension payments begin, any pension payable will automatically be converted to a joint pension under which a smaller pension will be paid to you each month for your lifetime, and this same pension will be continued for the lifetime of your spouse if you die first. The amount of this joint pension will depend on your age and the age of your spouse. For example, if you and your spouse are the same age, and you retire at 65 entitled to lifetime only pension of \$2,000.00, this joint pension will be \$1,511.80 per month, payable for as long as you or your spouse are alive. If you do not want this automatic feature to apply, you must elect otherwise in writing, with your spouse's written consent, before pension payments begin.

XII. ALTERNATE FORM OF PENSION

If the single sum value of your pension is in excess of \$5,000, you may elect an Alternate Form of Pension instead of the lifetime only pension or the Automatic Joint Pension,. Under the alternate form, a reduced pension will be paid to you for your life and, after your death, a portion of the reduced pension (either 50%, 75% or 100% as elected) will be continued to your Contingent Annuitant. If you do not designate your spouse as Contingent Annuitant and such Contingent Annuitant is more than 10 years younger, you may not elect the 75% or 100% option. If you have been married for at least one year at the time your pension payments begin, you would have to obtain the written consent of your spouse in order to designate a Contingent Annuitant other than your spouse to receive pension payments after your death (see Section XIII). The amount of reduction of your pension under this alternate form depends on your age and the age of your Contingent Annuitant.

If your Contingent Annuitant dies before your pension payments begin, the option will be canceled and you will receive an unreduced pension. If you die before your pension payments begin, the option will be canceled and your Contingent Annuitant will not receive a benefit from

the Plan, except as described in the Section of this booklet entitled "Death Benefits Before Retirement" (see Section X).

You may change the form of pension you have elected, or change your Contingent Annuitant, at any time before pension payments begin. Once payments begin, however, neither the form of payment nor your Contingent Annuitant may be changed.

Single Sum Payments

In the event that the single sum value of your pension is

- not in excess of \$1,000, the Trustees will pay such single sum amount in final satisfaction of your benefit rights under the plan as soon as administratively possible following our termination of employment. You may not elect to defer receipt of the lump sum.
- in excess of \$1,000, but not in excess of \$5,000, the Trustees will pay such single sum amount in final satisfaction of your benefit rights under the plan as soon as administratively possible following your termination of employment. Alternatively, you may request to defer receipt of this single sum to any date up to the date you attain age 65.
- more than \$5,000 but not more than \$7,000, you may request the payment of such single sum in final satisfaction of your benefit rights under the Plan subject to the written consent of your spouse (see Section XII). Your lump sum will be automatically deferred until you attain age 65. However, you may request to receive such lump sum at or any time after
 - (a) age 62; or
 - (b) age 55, provided you had completed at least 10 years of service as of the date of your termination of employment.

In addition, if your employment terminates as a result of an economic layoff during the period January 1, 1997 through March 31, 1997 and you have completed sixteen (16) years of Credited

Service and you are at least age fifty-four years and 6 months (54-6/12), you may elect, in lieu of any pension payable to receive the single sum value of your pension as a lump-sum payment in final satisfaction of your benefit rights under the Plan.

XIII. SPOUSAL CONSENT

If you are married at the time your pension commences, and you elect to (A) receive your retirement benefit in a form other than a Joint and Survivor pension as described in Section XI or XII with your spouse as Contingent Annuitant, (B) designate a beneficiary other than your spouse to receive a death benefit during employment as described in Section X or (C) receive a single sum payment of your pension benefit entitlement as described in Section XII, your spouse must consent. This spousal consent must be in writing on forms provided by the Trustees, must show the effect of such an election and must be witnessed by a Trustee or a Notary Public.

XIV. LUMP-SUM DEATH BENEFITS

A lump-sum death benefit of \$5,000 is payable to the Beneficiary of a retired employee who terminated employment after attaining age 62 or to the Beneficiary of a disabled employee who was currently eligible for a disability pension at the time of his death, provided that at least 60 monthly payments were made on behalf of such employees to the Retirement Fund during the six years preceding his termination of employment.

A lump-sum death benefit of \$2,000 is payable to the Beneficiary of a retired employee who did not satisfy the requirements described above but who terminated from Covered Employment after attainment of age 62 and satisfied either of the following requirements:

- a. he worked in Covered Employment under the Plan on or after June 1, 1969; or
- b. he commenced Covered Employment on or after January 1, 1980 and 60 monthly payments were made to the Fund on his behalf.

In any event, no lump-sum benefit will be payable under this Plan if a retired employee is entitled

to a lump-sum death benefit from a Related Plan (see below), which is at least as much as the lump-sum benefit he is entitled to under this Plan.

XV. RELATED PLANS

The Trustees of the Plan have entered into agreements with other pension plans, called "Related Plans," in order to guarantee that employees who transfer into this Plan do not lose the benefit of any years of service which were covered under a Related Plan but not under this Plan. The manner in which benefits are guaranteed through these agreements with Related Plans varies from plan to plan. Please contact the Fund Office for a list of Related Plans and if you need specific information regarding a Related Plan in which you have participated.

XVI. APPLICATION FOR BENEFITS

To apply for benefits, to designate your Contingent Annuitant and/or Beneficiary, and to elect payment options, contact the Fund Office at least three months before you want your pension to begin. This will give the Trustees sufficient time to advise you as to the options available to you and allow you, after you have been advised, to select the form of pension you wish to receive. Any optional form of pension must be elected in writing before pension payments begin.

The Board of Trustees will endeavor to administer the plan fairly and consistently and to pay all benefits to which participants or beneficiaries are properly entitled. However, failure to execute any forms required or to furnish information requested by the Board of Trustees within a reasonable period of time may result in delayed benefit payments.

All claims for unpaid benefits should be made in writing to the Board of Trustees. If a claim is wholly or partially denied, you will receive a written notice from the Board of Trustees indicating the reason for the denial, the plan provisions pertinent to the denial, and a request for whatever additional information may be necessary to consider the claim further.

Claims for Payment of Benefits Upon Retirement, Death or any Termination of Employment for Reasons other than Disability

You will receive the notice within 90 days after the Board of Trustees receives your claim. The 90-day period may be extended under special circumstances up to a period of an additional 90 days. If this is the case, the Board of Trustees will notify you within the initial 90-day period and explain the special circumstances and let you know when a final decision is expected.

After receipt of a notice denying a claim for benefits, you or your authorized representative may review pertinent documents, submit comments on issues involved and request in writing that the Board of Trustees review its action.

Your written request for a review must be received by the Board of Trustees no later than 60 days following your receipt of the denial of your claim for benefits. The Board of Trustees will reexamine your claim and issue a final decision within 60 days after the receipt of your appeal, unless special circumstances require a reasonable extension up to an additional 60 days.

Claims for Payment of Benefits Upon Disability

You will receive the notice within 45 days after the Board of Trustees receives your claim. The 45-day period may be extended under special circumstances up to a period of an additional 30 days. If this is the case, the Board of Trustees will notify you within the initial 45-day period and explain the special circumstances and inform you when a final decision is expected. If, prior to the end of the first 30-day extension period, the Board of Trustees determines that, due to matters beyond the control of the plan, a decision cannot be rendered within the extension period, the period for making the determination may be extended for up to an additional 30 days, provided the Board of Trustees notifies you prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date the plan expects a decision. In the case of any extension, the notice of extension will specifically explain the standards on which the entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You may be asked to submit additional information. You will have 45 days to submit the requested information.

After receipt of a notice denying a claim for benefits, you or your authorized representative

may review pertinent documents, submit comments on issues involved and request in writing that the Board of Trustees review its action.

Your written request for a review must be received by the Board of Trustees no later than 180 days following your receipt of the denial of your claim for benefits. The Board of Trustees will reexamine your claim and issue a final decision within 45 days after the receipt of your appeal, unless special circumstances require a reasonable extension of up to an additional 45 days.

In conducting its review of your appeal, the Board of Trustees will

1. consider all comments, documents, records, and other information you submit relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;
2. have the appeal reviewed by an appropriate named fiduciary of the plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;
3. consult with a health care professional who (A) has appropriate training and experience in the field of medicine related to your disability and (B) is neither the individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; and
4. identify the medical or vocational experts whose advice is obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

XVII. QUESTIONS AND ANSWERS

Who pays for this Plan?

All contributions will be paid by your Employer in accordance with the collective bargaining agreement between your Employer and the Union.

Where do the contributions go?

All contributions are made to a Trust Fund. This Fund is held and invested by the Trustees for the exclusive benefit of you and all other employees under the Plan. The Trust is irrevocable and no money can be returned to an Employer.

When will pension payments begin?

You will receive your first pension check on the first of the month following the month in which you retire, provided your application is received by the Board of Trustees and you fulfill all of the eligibility requirements in a timely fashion.

How do I apply for my pension?

The Pension Fund has an application form which you must complete. You may obtain this form from the Fund Office. If your application for benefits is denied, in whole or in part, you will be given a written notice stating the reason for the denial and informing you of any additional information needed for further consideration of your claim. If you disagree with the denial, you will have 60 days in which to request, in writing, a review of your claim. At that time, the review procedure will be explained to you in detail.

What are my responsibilities as a pensioner?

It is your responsibility to keep the Fund Office informed of your correct address. Report any change promptly.

Can my pension benefits be assigned, mortgaged or pledged?

Except as otherwise required by a Qualified Domestic Relations Order, retirement benefit payments will be made directly to you and cannot be made to any other person. You may not borrow against your pension or use it as security for a loan. In addition, you may not transfer or assign your right to your pension.

A Qualified Domestic Relations Order (QDRO) is a judgment, decree or order that:

1. Sets a required level of child support, alimony payments, or marital property rights to the dependent of a plan participant to be financed through the participant's pension,
2. is made pursuant to a state domestic relations law, including a community property law, and
3. complies with other administrative and technical requirements of the law.

The Trustees will promptly notify you and any other alternate payee of the receipt of the order and of the fact that the order is being examined to determine whether it qualifies as a QDRO. Then, within a reasonable period of time, the Trustees will notify you and any alternate payee of the determination. All determinations are subject to claim review. You may obtain, without charge, a copy of the plan's procedures governing qualified domestic relations orders by contacting the Committee.

Who administers the Pension Plan?

A Board of Trustees consisting of four members. Two Trustees are selected by the Union and two are selected by the Employers who contribute to the Plan.

The Trustees have the right to decide any questions arising under the Plan. Any appeals should be submitted in writing to the Board of Trustees, who will provide rules regarding hearings and review. The Trustees' determinations are final.

Are benefits under the Pension Plan insured?

Your pension benefits under this multiemployer Pension Plan are insured by the Pension Benefit Guaranty Corporation (“PBGC”), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC’s guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant’s years of service multiplied by (1) 100% of the first \$11 of the monthly benefit accrual rate and (2) 75% of the next \$33. The PBGC’s maximum guarantee limit is \$35.75 per month times a Participant’s years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be \$12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than 5 years at the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, ask the Fund Office or contact the PBGC at PO Box 151750, Alexandria, VA 22315-1750, call 1-202-326-4000 (not

a toll-free number) or 1-800-400-7242 or email at mypension@pbgc.gov. TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at <http://www.pbgc.gov>.

Can the Plan be amended or discontinued?

The Trustees hope to continue the Plan indefinitely, but the right to change or discontinue it is necessarily reserved. In case of discontinuance of the Plan, the Fund would be distributed solely for the benefit of the participants. The plan may also be terminated involuntarily by the PBGC for specified reasons, such as not meeting the minimum funding requirements set by the Internal Revenue Code.

If the Plan should terminate, the Plan assets will be distributed in accordance with Plan provisions and the regulations established by the PBGC.

When the plan's termination has been approved by the PBGC, the benefits will normally be provided by the purchase of an immediate or deferred annuity.

The order of distribution is as follows:

- First, to satisfy the then accrued benefit of Employees, Beneficiaries, Contingent Annuitants and surviving spouses who began receiving or were entitled to begin receiving retirement pension, at least 3 full years before plan termination, (directly or through the person from whom their benefit was derived), based on the Plan provision in effect 5 years prior to such termination.
- Second, to satisfy all other accrued benefits to the extent, if any, that such benefits are guaranteed by the United States Pension Benefit Guaranty Corporation.
- Third, to satisfy all other accrued benefits which are then nonforfeitable.
- Fourth, to satisfy all other accrued benefits under the Plan.

In the application of the above, if an Employee is eligible for more than one benefit under the terms of the Plan, the smallest such benefit shall be used in applying the provisions hereof.

If the total funds available are insufficient to pay all amounts within any of the categories provided above, then the funds available shall be allocated in accordance with the applicable provisions of Section 4044(b) of the Employee Retirement Income Security Act of 1974, as amended.

Any excess funds may revert to the Company following the distribution of benefits.

On whom may I serve legal process?

If it is ever necessary to serve legal process on the Plan, the agent for service is:

Board of Trustees, Wholesale Wine Salesmen's Pension Fund

3163 East Tremont Avenue
Bronx, New York 10461

You may also serve legal process on any Trustee, or all Trustees.

What rights do I have under the Plan?

As a participant of this plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the office of the Committee and at other specified locations, such as worksites and union halls, all plan documents, including, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Committee, copies of all documents governing the operation of the plan including collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Committee may make a reasonable charge for the copies.
- Receive a summary of the plan's financial report. The Committee is required by law to furnish each participant with a copy of the summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at age 65 and if so, what your benefits would be at age 65 if you stop working under the plan now.
- If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your pension benefits or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights.

For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Committee to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Committee.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court.

If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Committee. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Committee, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your

telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, NW, Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

This section is required by the United States Department of Labor. Its inclusion in this summary plan description should not be construed as offering legal advice.

APPENDIX A

SERVICE, CREDITED SERVICE AND BREAK IN SERVICE

Service is the number of years used to determine the eligibility of New Employees for benefits under the Plan. You will receive one year of Service for each calendar year after May 1, 1957 in which you work at least 5 months in employment for which your Employer is required to make a contribution on your behalf to the Fund. You will be credited with a month worked for every month in which you work at least one hour.

If you transfer from non-covered employment with a contributing Employer to Covered Employment with a contributing Employer which is covered, or vice versa, and no quit, discharge or retirement occurs between the Covered Employment and the non-covered employment, then you will earn Service for the non-covered employment in the same way as for Covered Employment.

Credited Service is used to determine the amount of benefit to which New Employees are entitled. You will receive one month of Credited Service for every month for which your Employer is required to make a contribution to the Fund on your behalf.

If you were covered under a Related Plan (see Section XV), you will receive Service for the time you were covered under that plan. Whether or not you will receive Credited Service under this Plan for the time you were covered under the Related Plan will depend on the specific agreement between the Trustees of this Plan and the Related Plan. If you were ever covered under a Related Plan, please contact the Fund Office to learn what your rights are with respect to employment covered by that plan.

Once you have completed 5 years of Service, you are vested and will be entitled to a retirement benefit after satisfying the conditions for early or normal retirement (see Section IV of this booklet). Once you have completed 5 years of Service you cannot lose any Service or Credited Service that you have earned and if you leave employment and are reemployed in employment covered by the Plan at some time in the

future, your prior Service and Credited Service will be added to any Service and Credited Service you earn following reemployment.

You will have a Break in Service Year if you fail to work at least 3 months in Covered Employment during any calendar year. If you have less than 5 years of Service and incur a Break in Service Year, you will lose your previously earned Service and Credited Service only if the number of consecutive Break in Service Years equals or exceeds 5 years. You will not, however, lose Service and Credited Service earned prior to a Break in Service Year if the Break in Service Year is a result of:

- (a) a disability for which you are entitled to compensation under the Workers' Compensation Law;
- (b) a disability which, results in receipt of disability benefits under the Social Security Act; or
- (c) employment by a contributing Employer in a position covered by another plan, provided you participate in the other plan, or you are in service for a period of eligibility to become a participant in that plan.

If you leave employment to enter the Armed Forces of the United States after May 1, 1957, and apply for reemployment and are reemployed by your Employer, as a matter of Federal law, you will receive Service and Credited Service for the period of military service as required under Federal law. If you separate from employment on a Maternity or Paternity Leave of Absence on or after January 1, 1985, you will be credited with Service during such period of absence, up to maximum of 3 months, thereby preventing a Break in Service Year. This Service is credited for the Plan Year in which the absence begins, if the crediting of such Service is necessary to prevent a Break in Service Year or in any other case, in the immediately following year. In no event will you earn Service or Credited Service for vesting or benefit accrual purposes for any years in which Service is credited as a result of a Maternity or Paternity Leave of Absence.

A Maternity or Paternity Leave of Absence shall occur only if the absence is due to your pregnancy, the birth of your child, the placement of a child with you for purposes of adoption by you, or the care of such child for the period immediately following such birth or placement.

The Trustees, within a reasonable time after a Maternity or Paternity Leave of Absence, may require that you furnish evidence satisfactory to the Trustees, such as a doctor's statement, which establishes that such leave of absence was taken for one of the preceding reasons and the number of days of such absence. If you fail to submit such evidence within a reasonable period of time after such a request, no Hours of Employment will be credited to you under this section. For the purposes of this section, the determination of what constitutes a reasonable time period shall be made by the Trustees and shall be applied in a uniform and nondiscriminatory manner to all affected Employees.

APPENDIX B

CHART I

ILLUSTRATIONS OF MONTHLY PENSION BENEFITS

Pensions for New Employees*

Age at Which Pension Benefits Begins**

Credited Service (Expressed in Years)	Age 62	Age 63	Age 64	Age 65
10	\$ 608.00	\$ 672.00	\$ 736.00	\$ 800.00
11	668.80	739.20	809.60	880.00
12	729.60	806.40	883.20	960.00
13	790.40	873.60	956.80	1,040.00
14	851.20	940.80	1,030.40	1,120.00
15	912.00	1,008.00	1,104.00	1,200.00
16	972.80	1,075.20	1,177.60	1,280.00
17	1,033.60	1,142.40	1,251.20	1,360.00
18	1,094.40	1,209.60	1,324.80	1,440.00
19	1,155.20	1,276.80	1,398.40	1,520.00
20	1,216.00	1,344.00	1,472.00	1,600.00
21	1,276.80	1,411.20	1,545.60	1,680.00
22	1,337.60	1,478.40	1,619.20	1,760.00
23	1,398.40	1,545.60	1,692.80	1,840.00
24	1,459.20	1,612.80	1,766.40	1,920.00
25	2,000.00	2,000.00	2,000.00	2,000.00

* This chart illustrates benefits for New Employees of Southern Wine and Spirits of New York who have one hour of service on or after January 1, 1999 and for paid officers or employees of the Wholesale Wine Salesmen’s Union Local 18D or related Funds who have one hour of service on or after October 1, 2000, and who never incurred a Break in Service Year and were never Present Employees.

** New Employees with 25 or more years of Credited Service which are uninterrupted by a Break in Service Year will receive full, unreduced pensions regardless of age.

The pension benefit for New Employees with less than 25 years (300 months) of Credited Service who elect to commence an Early Retirement Pension is reduced by 8% for each year prior to age 65.

*** Employees retiring with more than 25 years (300 months) of Credited Service will be entitled to a Supplemental Pension in addition to the maximum pension benefit (see Section VIII). In no event, however, shall the Supplemental Pension exceed \$200 per month.

APPENDIX B

CHART II

ILLUSTRATIONS OF MONTHLY PENSION BENEFITS

Pensions for Present Employees*

<u>Credited Service (Expressed In Years)</u>	<u>Age At Which Pension Benefit Begins**</u>			
	<u>Age 62</u>	<u>Age 63</u>	<u>Age 64</u>	<u>Age 65</u>
10 - 24	\$1,368.00	\$1,512.00	\$1,656.00	\$2,000.00
25***	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

* This chart illustrates benefits for Present Employees of Southern Wine and Spirits of New York who have one hour of service on or after January 1, 1999 and for paid officers or employees of the Wholesale Wine Salesmen's Union Local 18D or related Funds who have one hour of service on or after October 1, 2000, and who have never incurred a break in service year.

** Present Employees receive the same pensions as are payable to New Employees with 25 years of Credited Service.

The pension benefit for Present Employees with less than 25 years (300 months) of Credited Service who elect to commence an Early Retirement Pension is reduced by 8% for each year prior to age 65.

*** Employees retiring with more than 25 years (300 months) of Credited Service will be entitled to a Supplemental Pension in addition to the maximum pension benefit (see Section VIII). In no event, however, shall the Supplemental Pension exceed \$200 per month.

APPENDIX C

PRE-RETIREMENT DEATH BENEFITS

PRE-RETIREMENT DEATH BENEFITS FOR EMPLOYEES WHO HAVE BEEN MARRIED FOR ONE (1) YEAR AT DATE OF DEATH

<u>Eligibility Conditions</u>	<u>Monthly Benefit Amount</u>	<u>Commencing</u>	<u>Duration</u>
(A) FOR ACTIVE EMPLOYEES			
5 Years of Service	50% Joint and Survivor reduced Benefit	Employees Age 55	Lifetime
Attained age 45, 5 Years of Service	(1) 50% of Accrued Benefit followed by,	Immediate	Earlier of Spouse's age 62 or remarriage
	(2) 50% of Joint and Survivor reduced Benefit	Later of Employee's Age 55 discontinuance of (1)	Lifetime
Attained age 62* or attained age 55 and 5 Years of service or 25 Years of service	100% Joint and Survivor reduced Benefit		Lifetime
(B) FOR TERMINATED VESTED EMPLOYEES**			
5 Years of Service	50% Joint and Survivor reduced Benefit	Employees Age 55	Lifetime
Attained age 62* or attained age 55 and 5 Years of Service or 25 Years of Service	100% Joint and Survivor reduced Benefit	Immediate	Lifetime

APPENDIX C

PRE-RETIREMENT DEATH BENEFITS (Continued)

PRE-RETIREMENT DEATH BENEFITS FOR SINGLE EMPLOYEES AND MARRIED EMPLOYEES WHO ELECT THIS COVERAGE IN LIEU OF THE SURVIVING SPOUSE COVERAGE SUBJECT TO SPOUSAL CONSENT

<u>Eligibility Conditions</u>	<u>Monthly Benefit Amount</u>	<u>Commencing</u>	<u>Duration</u>
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(A) FOR ACTIVE EMPLOYEES - IF ELECTED

Attained age 62	50% Joint and Survivor reduced Benefit paid to designated Contingent Annuitant	Immediate	Lifetime
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(B) FOR TERMINATED VESTED EMPLOYEES

None

* Married Employees who have attained age 62 may name a non-spousal Beneficiary, provided their Spouse consents, in which case this benefit will not be paid.

** Employee must satisfy conditions at date of termination of employment.

APPENDIX D

GENERAL INFORMATION

NAME OF THE PLAN:

Retirement Plan of the Wholesale Wine Salesmen's Pension Fund

PLAN ADMINISTRATOR:

Board of Trustees, Wholesale Wine Salesmen's Pension Fund
3163 East Tremont Avenue
Bronx, New York 10461

NAME AND ADDRESS OF PLAN TRUSTEE:

Board of Trustees, Wholesale Wine Salesmen's Pension Fund
3163 East Tremont Avenue
Bronx, New York 10461

PLAN IDENTIFICATION NUMBERS:

51-0157873 001

AGENT FOR SERVICE OF LEGAL PROCESS:

Board of Trustees, Wholesale Wine Salesmen's Pension Fund
3163 East Tremont Avenue
Bronx, New York 10461

COLLECTIVE BARGAINING AGENT:

Wholesale Wine Salesmen's Union Local 18D
affiliated with the United Food and Commercial Workers International Union,
AFL-CIO-CLC

PLAN YEAR:

January 1 - December 31