M.M.&P. ADJUSTABLE PENSION PLAN SUMMARY PLAN DESCRIPTION

June 2014

M.M.&P ADJUSTABLE PENSION PLAN

WHAT IS THE M.M.&P. ADJUSTABLE PENSION PLAN?

We are pleased to present you with this booklet, which describes the key features of the Masters, Mates and Pilots Adjustable Pension Plan (the "Plan") in effect as of January 1, 2013. We have tried to explain everything in plain, straightforward terms; however, certain words and phrases have specific meanings in our Plan. To help you understand their meaning, we have provided a glossary that appears at the back of the booklet.

Please read this booklet and share it with your family so that they are aware not only of your benefits, but also any survivor benefits to which they may become entitled. We also encourage you to contact the Plan Office if, after reading this booklet, you have any questions.

Sincerely,

BOARD OF TRUSTEES
M.M.&P. ADJUSTABLE
PENSION PLAN

<u>IMPORTANT:</u>

WE HAVE MADE EVERY EFFORT TO PROVIDE YOU WITH A DESCRIPTION OF THE PLAN THAT WILL GIVE YOU A CLEAR UNDERSTANDING OF HOW THE PLAN WORKS. BUT REMEMBER, THIS BOOKLET SUMMARIZES THE IMPORTANT FEATURES OF THE PLAN AND DOES NOT COVER ALL DETAILS. COMPLETE DETAILS ARE CONTAINED IN THE OFFICIAL PLAN DOCUMENTS. YOUR RIGHTS TO BENEFITS ARE GOVERNED SOLELY BY THE TERMS OF THE PLAN AND THE INTERPRETATIONS OF THE BOARD OF TRUSTEES, WHICH HAS THE SOLE DISCRETIONARY AUTHORITY TO INTERPRET, APPLY AND MAKE FACTUAL DETERMINATIONS REGARDING THE PROVISIONS OF THE PLAN AND THE RULES UNDER WHICH IT IS ADMINISTERED. YOUR RIGHTS TO BENEFITS CAN ONLY BE DETERMINED BY REFERRING TO THE FULL TEXT OF THE PLAN. NOTHING IN THIS BOOKLET CAN MODIFY OR CHANGE THE OFFICIAL PLAN OR TRUST. THE BOARD OF TRUSTEES RESERVES THE RIGHT TO AMEND, MODIFY OR TERMINATE THE PLAN (IN WHOLE OR IN PART) AT ANY TIME. ***IF THERE IS EVER ANY CONFLICT BETWEEN THE WORDING IN THIS BOOKLET AND THE WORDING IN THE OFFICIAL PLAN DOCUMENTS, THE PLAN DOCUMENTS ALWAYS GOVERN.***

PLEASE NOTE THAT AMENDMENTS TO PLAN REGULATIONS ADOPTED BY THE TRUSTEES WILL BE PUBLISHED IN *THE MASTER, MATE & PILOT* (THE UNION NEWSPAPER).

IF YOU HAVE ANY QUESTIONS ABOUT THE INFORMATION PROVIDED IN THIS BOOKLET, PLEASE FEEL FREE TO CONTACT THE PLAN OFFICE.

TABLE OF CONTENTS

WHEN CAN YOU PARTICIPATE IN THE PLAN?

If you were a participant in the M.M.&P. Pension Plan (the "Frozen Pension Plan") on January 1, 2013 (January 1, 2014 if you work for Lamont Doherty Earth Observatory of Columbia University), you automatically became a participant in this Plan as of the same date. However, you did not become a participant in this Plan (but continue to have all of your rights under the Frozen Pension Plan) if you were then receiving a pension from the Frozen Pension Plan, had terminated Covered Employment with less than 20 Pension Credits under the Frozen Pension Plan, or are a beneficiary or alternate payee under the Frozen Pension Plan.

If you did not become a participant automatically on January 1, 2013 (or January 1, 2014, for Lamont Doherty Earth Observatory employees), you will become a participant in the Plan on the earlier of January 1 or July 1 following the first 12-consecutive-month period during which you complete at least 87 Days of Service in "Covered Employment"[1] (700 Hours of Service in Covered Employment if you are working in Non-Maritime Employment). Your Days of Service credited under the Frozen Pension Plan will count for determining your eligibility under this Plan. If you are working in Non-Maritime Employment, you will be credited with 10 Hours of Service for each Day of Service you have earned under the Frozen Pension Plan. Regardless of the foregoing, you may not become a participant in the Plan prior to the date your Employer's collective bargaining agreement or participation agreement requires contributions on your behalf to the Plan.

Example: John was hired on March 1, 2012. He did not qualify for participation in the Frozen Pension Plan as of January 1, 2013, and therefore did not become a participant in this Plan on that date, but he completed 87 days of service in Covered Employment by February 28, 2013. He became a participant in the Plan on July 1, 2013.

HOW DOES THE TIME YOU WORK COUNT?

The time you work for a Contributing Employer in Covered Employment counts in a number of ways. As you work on and after January 1, 2013 (January 1, 2014 if you work for Lamont Doherty Earth Observatory of Columbia University), you accumulate Pension Credits under the Plan, which factor into the amount of your pension at retirement and determine the type of pension you can receive. Your work time also counts toward Vesting Service. You must be vested in your pension in order to receive it after you retire. (See "Vesting Service" on page 2.)

Pension Credit

You are granted one Pension Credit for each calendar year in which you have at least 260 Days of Service in Covered Employment. If you have fewer than 260 Days of Service but at least 65 Days of Service, you will receive Pension Credit in proportion to the number of days worked versus 260 days as shown below:

Days of Service in Covered Employment during calendar year divided by 260 = Pension Credit for the calendar year.

If you are working in Non-Maritime Employment, you are granted one Pension Credit for each calendar year in which you are credited with at least 2,080 Hours of Service. If you are credited with at least 520 Hours of Service but less than 2,080, you will be granted a partial year of Pension Credit in the same proportion that your Hours of Service bear to 2,080. If you are an Employee of the Plan Office or an official, representative or employee of the Organization, or employed in shoreside employment (e.g., Port Captain), you will be granted $1/10^{th}$ of one Pension Credit for each month or part of a month that you work in Covered Employment, up to one Pension Credit.

[1] Please note that capitalized terms, such as "Covered Employment" may have special meanings. Look for them in the Glossary at the end of this booklet.

Example: Jim worked 200 days of Covered Employment during 2013. His Pension Credit for 2013 is determined as follows: 200 days worked ÷ 260 = 0.77. He earned 0.77 Pension Credit for 2013.

Effective June 5, 2014, if you work in 12-hour shifts in Covered Employment under a Collective Bargaining Agreement, you will earn Pension Credit as follows:

2080+ hours = 1 Pension Credit
1820 – 2079 hours = 7/8 Pension Credit
1560 – 1819 hours = ¾ Pension Credit
1300 – 1559 hours = 5/8 Pension Credit
1040 – 1299 hours = ½ Pension Credit
780 – 1039 hours = 3/8 Pension Credit
520 – 779 hours = ¼ Pension Credit
Less than 520 hours = 0 Pension Credit

You receive no Pension Credit for any calendar year in which you work fewer than 65 Days of Service, or less than 520 Hours of Service if you are working in Non-Maritime Employment.

YOU CAN NEVER EARN MORE THAN ONE PENSION CREDIT IN ANY CALENDAR YEAR.

Special Situations Affecting Your Pension Credit

1. Pension Credit for Periods of Disability. You will receive Pension Credit for any period for which the M.M.&P. Health & Benefit Plan pays you disability or hospital benefits.

2. Pension Credit for Periods of License Suspension. You will receive Pension Credit during a period of license suspension by the U.S. Coast Guard if the reason is your use of a physician-prescribed drug for treatment of a physical or mental condition and the suspension is overturned by an administrative law judge or court, provided the Pension Credit is necessary for you to qualify for a Regular Pension.

Vesting Service

Vesting Service is used to determine whether you become entitled to a pension benefit from the Plan. Once you become vested, you cannot lose your right to your benefit for any reason.

You become fully (100%) vested when you either —

- have completed at least five years of Vesting Service, or
- reach your Normal Retirement Age (generally, age 65).

You receive one year of Vesting Service for each calendar year during your employer's Contribution Period (generally, the period during which your employer is obligated to contribute to the Plan) in which you have 87 or more Days of Service or, if you are working in Non-Maritime Employment, 700 or more Hours of Service. Your Vesting Service under the Frozen Pension Plan granted prior to the date you become a participant in this Plan will generally count as Vesting Service under this Plan.

The Days of Service that are counted for the purpose of determining your Vesting Service include not only days on which you perform services in Covered Employment but also days of employment by a Contributing Employer in non-Covered Employment during the Employer's Contribution Period, if the work immediately precedes or follows Covered Employment with the same Employer.

Pension Credit and Vesting Service for Periods of Military Service

You may receive Pension Credit for periods of service in the Armed Forces of the United States in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). USERRA provides reemployment rights and benefits and protection from discrimination to individuals who have entered military service in any branch of the armed forces of the United States. If you satisfy the conditions for protection under USERRA, your period of military service will be counted toward Pension Credits and Vesting Service under the Plan. You must tell the Plan Office about your military service. The

Plan Office will furnish you with additional information upon request.

Can You Lose Your Pension Credit Or Vesting Service?
Yes. If you have a Permanent Break-in-Service before you have five years of Vesting Service, you lose your status as a participant under the Plan and your accumulated Pension Credits and years of Vesting Service are cancelled. Once you become fully vested, you cannot have a Permanent Break-in-Service or lose your pension rights.

One Year Break-in-Service
There are two kinds of Break-in-Service: one-year breaks and permanent breaks. A one-year break is temporary and can be repaired. You have a one-year break in any year in which you don't complete at least 44 Days of Service (or at least 350 Hours of Service if you are working in Non-Maritime Employment). You can repair a one-year break by completing 87 Days of Service (or 700 Hours of Service if in Non-Maritime Employment) in a subsequent calendar year, unless you first have a Permanent Break-in-Service, as described below:

Permanent Break-in-Service
You have a Permanent Break-in-Service if you are not fully vested and incur at least five consecutive one-year breaks.

Example: Andy worked four years from 2013 through 2016. He didn't work for five years from 2017 through 2021. Since Andy had fewer than five years of Vesting Service and five consecutive One-Year Breaks, he has a Permanent Break-in-Service and his previous four years of Vesting Service are cancelled.

Exceptions to Break-in-Service Rules and Grace Periods

Family and Medical Leave. Days for which you fail to earn Pension Credit because you are on an unpaid leave under the Family and Medical Leave Act of 1993 (FMLA) are credited as Days of Service if needed to avoid a Break-in-Service. Under the FMLA, you may take up to 12 weeks of unpaid leave during any 12-month period to care for your newborn, a newly adopted child, or a child placed with you for adoption or in foster care; when your presence is required to care for a son or daughter, spouse or parent who has a serious medical condition; when you have a serious medical condition that keeps you from working at your job; or when a "qualifying exigency" arises in connection with the active military service of your child, spouse, or parent. "Qualifying exigencies" include (a) up to seven days for a short-notice deployment; (b) military events and related activities, such as ceremonies or support meetings sponsored by the military; (c) childcare and school activities, such as arranging for or providing childcare; (d) financial and legal arrangements; (e) counseling; (f) up to five days of rest and recuperation; (g) post-deployment activities; and (h) additional activities agreed to by the employer and employee.

FMLA leave also includes up to 26 weeks of unpaid leave during a single year to care for a child, spouse, parent or next of kin (i.e., nearest blood relative) who is a member of the Armed Forces and is either undergoing medical treatment or is on the temporary disability retired list as a result of a serious injury or illness sustained in the line of active military duty.

Days of Service are granted for these leave periods only to prevent you from having a Break-in-Service. They do not count toward Vesting Service or Pension Credit. Days are credited in the year your absence begins if needed to prevent you from having a one-year Break-in-Service in that year. Otherwise, they are credited in the following year. Contact the Plan Office for details.

Maternity/Paternity Leave. You may be credited with up to 44 Days of Service (up to 350 Hours of Service if you are working in Non-Maritime Employment) if you are on unpaid leave due to pregnancy, the birth or adoption of your child, or the need to care for your newborn or newly adopted child. These Days of Service are credited in the calendar year your absence begins if needed to prevent you from having a one-year Break-in-Service in that year. Otherwise, they are credited in the following year. Like days credited for FMLA leave, they are used only to avoid a Break-in-Service and do not count toward Vesting Service or Pension Credit. Contact the Plan Office for details.

Absences for which Pension Credit Granted. Periods of absence during which you are granted Pension Credit will not count as an absence for Break in Service purposes.

Period of Disability. A period of up to six consecutive calendar quarters will not count toward a Break-in-Service if you fail to earn Pension Credit because of total disability. You will be considered totally disabled if you are totally unable to work as a Licensed Officer because of bodily injury or disease and you do not earn more than $200 a month in any other employment. If you are disabled, you'll need to provide a written application and receive approval from the Trustees to receive credit for that period.

Period of Specific Employment. Any periods of employment by a non-Contributing Employer described in the following list will not count toward a Break-in-Service:

- employment aboard a vessel operated by the Military Sealift Command or any other governmental agency;

- employment as a Licensed Pilot in any American Port or the Panama Canal Zone, while remaining available for employment as a member of the M.M.&P. Pilot Membership Group, or the predecessor M.M.&P. Pilot Division or any former Pilot local of the Organization, or the M.M.&P. Offshore Division;

- Covered Employment under another M.M.&P. sponsored pension plan;

- employment that generates Employer contributions to any M.M.&P. Benefit Plan including, but not limited to, the M.M.&P. MATES Program, M.M.&P. Joint Employment Committee, M.M.&P. Individual Retirement Account Plan, M.M.&P. Health and Benefit Plan or the Maritime Institute for Research and Industrial Development (M.I.R.A.I.D.);

- shoreside employment related directly to the operation of deep-sea vessels by a company that is party to the Agreement and Declaration of Trust. To be eligible in this case, you must earn at least three Pension Credits by actual work at sea in Covered Employment after the termination of your shoreside employment.

TYPES OF PENSIONS AND WHEN YOU CAN RECEIVE A PENSION

The pension for which you are eligible depends on your age and your Pension Credits or Vesting Service.

1. Regular Pension: You are eligible for a Regular Pension if you retire with at least 20 Pension Credits *and* either —

- you are at least 55 years old, *or*

- your age and Pension Credits total at least 70 (the "rule of 70").

If you have at least 20 Pension Credits but do not satisfy one of the two conditions described above, you will be entitled to a Regular Pension, but it will be reduced actuarially for the period between the date your pension starts and the date you first would have satisfied one of the two conditions.

2. Supplemental Monthly Pension. If you retire with a Regular Pension under the Frozen Pension Plan and have at least 20 Pension Credits, you may be entitled to a Supplemental Monthly Pension.

3. Reduced Pension. You are eligible for a Reduced Pension if you retire after reaching age 65 and you have at least 15 Pension Credits.

4. Early Retirement Pension. You are eligible for an Early Retirement Pension if you retire at age 60 or later, but before age 65, with at least 15 Pension Credits.

5. Disability Pension. You are eligible for a Disability Pension if you have a Totally and Permanently Disability and have at least 10 Pension Credits. Please refer to the Glossary for the definition of "Total and Permanent Disability".

6. Deferred Vesting Pension. You are eligible for a Deferred Vesting Pension if you are not eligible for any other pension and —

- have at least 10 Pension Credits ("Deferred 10-Year Pension"); or
- have at least five years of Vesting Service or reach Normal Retirement Age while a participant in the Plan ("Deferred Vesting Pension").

Benefits under this Plan are not paid automatically. You must apply for your benefit. If you decide to wait to start your pension until after your Normal Retirement Age, your monthly benefit amount will be increased from your Normal Retirement Age to the date you start your pension by 1% for each complete month up to 60 months, 1.5% for each complete month for the next 60 months, and actuarially for any month thereafter. This increase will not apply for any month during which your pension is suspendable.

However, your pension will begin, regardless of whether you apply, by April 1st following the later of (i) the calendar year in which you reach age 70½ or (ii) the calendar year in which you cease working in Covered Employment. Otherwise, you may be subject to severe tax penalties.

HOW THE AMOUNT OF YOUR PENSION IS DETERMINED

The calculation of any pension available under the Plan (except for the Supplemental Monthly Pension) starts with the calculation of the amount of your Regular Pension. As explained below in more detail, the amount of your Regular Pension depends on the Pension Credits you have earned, your Pay (defined in the Glossary), the Plan's investment earnings rate, and when you start to receive pension payments.

1. Regular Pension. The monthly amount of your Regular Pension is the greater of your monthly Base Benefit or your monthly Variable Benefit.

Base Benefit. Your Base Benefit at retirement equals the total of the Base Benefits you earned for each Plan Year. If you earn a full or partial Pension Credit for a Plan Year, you earn a Base Benefit for that Plan Year equal to 1.2% of your Pay for that Plan Year; but, if you have 20 or more Pension Credits as of the beginning of a Plan Year, your Base Benefit for the Plan Year equals 1.6% of your Pay for the Plan Year. Your Pension Credits under the Frozen Pension Plan count to determine whether your Base Benefit equals 1.2% of your Pay or 1.6% of your Pay for the Plan Year. See "Examples of Base Benefit Calculation" at the back of the SPD..

Variable Benefit. Your Variable Benefit at retirement is based on the total number of Units you have earned under the Plan and the value of those Units as of the December 31 of the year prior to the year in which your pension begins.

You earn Units for a Plan Year if you earn full or partial Pension Credit for the Plan Year. The number of Units you earn for a Plan Year equals your Base Benefit for the Plan Year divided by the value of a Unit as of January 1 of the Plan Year. The value of a Unit as of January 1, 2013 was $10. The Unit value as of each January 1 thereafter will increase or decrease based on the investment rate of return on Plan assets for the Plan Year ending on the prior December 31, as determined on the basis of the Plan's audited financial statements (as explained in the example on page 26). If your pension begins at a time when the audited financial statements for the preceding Plan Year are not yet available to calculate your Variable Benefit, your pension will be based temporarily on your Base Benefit. If it turns out that your Variable Benefit is greater than your Base Benefit, you will receive a lump sum payment (with interest) for the difference between the pension amount you have been receiving and the pension amount you are entitled to receive, and your future monthly pension payments will be adjusted accordingly. See "Examples of Variable Benefit Calculation" at the back of the SPD.

Example 1: ***Variable Benefit greater than Base Benefit***
Jack retires on March 1, 2033 at age 52 and 20 Pension Credits. Based on his Pay every year throughout his career, he accumulated a monthly Base Benefit of $2,000 and earned a total of 2,400 Units. If the Unit value as of December 31, 2032 is $11, the monthly Variable Benefit is $2,200 ($11 x 2,400 Units divided by 12). Therefore, Jack's Regular Pension is $2,200 per month (greater of monthly Base Benefit of $2,000 or monthly Variable Benefit of $2,200).

Example 2: ***Base Benefit greater than Variable Benefit***
Jack retires on March 1, 2033 at age 52 and 20 Pension Credits. Based on his Pay every year throughout his career, he accumulated a monthly Base Benefit of $2,000 and earned a total of 2,400 Units. If the Unit value as of December 31, 2032 is $9, the monthly Variable Benefit is $1,800 ($9 x 2,400 Units divided by 12). Therefore, Jack's Regular Pension is $2,000 per month (greater of monthly Base Benefit of $2,000 or monthly Variable Benefit of $1,800).

Example 3: ***Regular Pension with Actuarial Reduction***
Same as example 2 except Jack retires on March 1, 2033 at age 44 with 20 Pension Credits. Since Jack's age plus Pension Credits of 64 is less than 70, Jack's Regular Pension of $2,000 per month (prior to any reductions) will be actuarially reduced from age 47 (the age at which he would have satisfied the rule of 70 under this Plan had he continued working) to age 44. His reduced Regular Pension is determined to be $1,563.40 ($2,000 x .7817).

2. Supplemental Monthly Pension. The amount of the Supplemental Monthly Pension equals (a) minus (b) where:

(a) is the amount of your monthly Regular Pension under the Frozen Pension Plan after actuarial reduction under this Plan's rules from the age that you would have satisfied the rule of 70 (as described on page 4 above under "Regular Pension") to your current age; and

(b) is the amount of your monthly Regular Pension under the Frozen Pension Plan after the actuarial reduction under that plan's rules from the age that your age and Pension Credits would have added up to 80 (the "rule of 80" under the Frozen Pension Plan) to your current age.

Example: Jon retires at age 48 with 20 Pension Credits, based on his Pension Credits under this Plan combined with his Pension Credits under the Frozen Pension Plan. His age plus Pension Credits equal 68. His monthly Regular Pension benefit from the Frozen Pension Plan is $3,000. For the calculation under (a) above, since he does not satisfy the rule of 70 under this Plan, his $3,000 monthly Regular Pension under the Frozen Pension Plan is actuarially reduced from age 49 (the age at which he would have satisfied the rule of 70 under this Plan had he continued working) to age 48, using this Plan's actuarial reduction factors. His reduced Regular Pension under this calculation is $2,757.60. For the calculation under (b) above, his Regular Pension under the Frozen Pension Plan is actuarially reduced from age 54 (the age at which he would have satisfied the rule of 80 had he continued working) to age 48, using the Frozen Pension Plan's actuarial reduction factors. After this reduction, his Regular Pension under the Frozen Pension Plan is $1,784.70. Therefore, his Supplemental Monthly Pension equals $972.90 ($2,757.60 - $1,784.70).

3. Reduced Pension Benefit. If you begin receiving your pension at age 65 and have at least 15 but less than 20 Pension Credits, your Reduced Pension Benefit is determined in the same manner as a Regular Pension.

4. Early Retirement Pension. If you begin receiving your pension at or after age 60 but before age 65 and have at least 15 but less than 20 Pension Credits, your Early Retirement Pension equals your Reduced Pension reduced by one-half of 1% for each month between the date when your pension begins and your 65th birthday, rounded to the next higher multiple of 50 cents.

Example: Jack retires at age 61 with 16 Pension Credits. His Reduced Pension is $1,500 per month. His Early Retirement Pension benefit is determined by reducing his Reduced Pension by 24% (0.5% x 48 months). Therefore, his Early Retirement Pension is $1,140 per month ($1,500 x (100% – 24%)).

5. Deferred Vesting Pensions. Your Deferred Vesting Pension or Deferred 10-Year Pension is determined in the same manner as your Regular Pension but is based on your Pension Credits (i.e., at least 5 but less than 10 Pension Credits for a Deferred Vesting Pension, and at least 10 but less than 15 Pension Credits for a Deferred 10-Year Pension),

6. Disability Pension. Your Disability Pension is the greater of your Regular Pension payable at Normal Retirement Age, actuarially reduced to the date your Disability Pension begins or the amount of the Regular, Reduced or Early Retirement Pension that you would otherwise be eligible to receive.

HOW YOUR BENEFIT IS PAID

The Plan offers a variety of payment options for payment of your retirement benefit. You may choose the payment form that best suits your circumstances. This is a very important decision, and we urge you to consult with a financial advisor or tax advisor before you elect your payment form. **If you do not elect an optional form**, your benefit will be paid in one of the standard forms described below depending upon your marital status at the time you retire. You may change your choice of payment options at any time **before** your pension effective date. **Once you start receiving pension benefits, however, you cannot change your payment option.**

There are certain requirements for your spouse to be eligible to receive a portion of your pension. Refer to the definition of "Qualified Spouse" in the Glossary section of this booklet.

Before you retire, the Plan Office will provide you with a calculation of each payment option and information concerning your benefits.

Please note that, if you are eligible for a pension under the Frozen Pension Plan and this Plan, you must start your benefit payments from both Plans as of the same date.

Election Period

Your election of a payment option must be made no more than 180 days, and no fewer than seven days, before the date on which you want your pension to begin. You may change your mind and elect a different option at any time during that period.

Once you begin to receive pension payments under any option under the Plan, your payment option cannot be changed or revoked, even if you decide that another option is more beneficial to you or your circumstances change. For example, you cannot choose a different option if you divorce your spouse or your spouse dies before you or if you were unmarried at your pension starting date and get married later.

If the present value of your Pension benefit is $1,000 or less, it will be paid to you in a lump-sum payment. The present value of your pension benefit is determined using actuarial assumptions specified in the Plan. If your single sum payment is paid directly to you, 20% federal withholding tax (or Puerto Rico withholding tax if you are a resident of Puerto Rico) and mandatory state income tax will be withheld. An eligible retirement plan includes a traditional individual retirement account ("IRA"), a Roth IRA or another employer's eligible retirement plan. If you are a resident of Puerto Rico, no tax will be withheld if you roll over your single sum payment directly to an IRA or employer's plan that is tax-qualified under Puerto Rico tax law. Please contact the Plan Office if you have questions about direct rollover distributions.

Standard Forms of Payment

Unmarried Participants -- Life Annuity with 60-Monthly Payment Guaranteed

If you are not married on the date when your pension begins, the standard form of payment is a pension for your life only with a 60-Monthly Payment Guarantee.

This form of payment guarantees monthly payments throughout your lifetime. If you die *before* receiving 60 monthly payments, the balance of those payments (up to 60) will be paid to your designated beneficiary who must be your surviving spouse, your dependent child(ren) or your dependent parent(s). Whether your beneficiary is your dependent is determined under the Rules and Regulations of the M.M.&P. Health & Benefit Plan. You may designate one or more of these individuals as your beneficiary. If you die without making a beneficiary designation, or your designated beneficiary dies before 60 total payments have been made, the following individual(s), in order of preference, will receive the remaining payments: your spouse, your dependent child(ren), and then your dependent parent(s), with the payments divided equally among the beneficiaries in the same group, if applicable. If none of the foregoing individuals survives you, no payments will be made to anyone after you die.

Example: Jeffrey is not married when his pension begins. He is entitled to a pension benefit of $1,970 per month for his lifetime but dies after receiving 10 monthly payments. He is survived by his two dependent children, Joseph and Mary, whom he named as his beneficiaries. The Plan will continue paying benefits to the children for 50 months, with each child receiving $985 per month.

Participants Married for Less Than One Year

If you are married when your pension begins but your spouse is not your Qualified Spouse because you have not been married for at least one year, your pension will initially be paid as a 50% Participant-Spouse Pension. If you die before you have been married for one year, the form will be changed to a Life Annuity with 60 Monthly Payments Guaranteed, and the monthly amount that you would have received under that form will be paid to your spouse. If your spouse dies before a total of 60 monthly payments has been made, the remaining payments will be paid to your contingent beneficiary who must be your dependent child(ren) or dependent parent(s), as determined under the M.M.&P. Health & Benefit Plan. If you have not designated a contingent beneficiary, the remaining payments will be paid, in order of preference, to your spouse, dependent child(ren) or dependent parent(s). If none of these individuals survives you, no further payment will be made after you die. If you die after you have been married for at least one year, your spouse will receive the benefits described below for married participants under the 50% Participant-Spouse Pension.

Married Participants

If you are married to a Qualified Spouse on the date when your pension begins, you will receive your pension in the form of a "50% Participant-Spouse Pension", unless you *and your spouse* agree to another form of payment. If you wish to reject this standard payment form, you must obtain your spouse's written, notarized consent not earlier than 180 days before your effective date of your pension. The Plan Office will, upon request, send you the form to be used for this purpose.

50% Participant-Spouse Pension

Under this payment form, you will receive an adjusted monthly benefit for life. If you die first, payments will continue to your Qualified Spouse at 50% of the monthly amount that you were receiving. All payments end after you and your spouse are both deceased.

Your pension will be the monthly amount you are entitled to receive, actuarially reduced in order to provide a continuing benefit to your spouse. The amount of the reduction depends on your age and your spouse's age when you retire. Actuarial tables specified in the Plan are used for this calculation.

Example: Jack is entitled to a monthly pension benefit of $1,970. He accepts the default 50% Participant-Spouse Pension. Based on his age and the age of his spouse Jill, his adjusted pension benefit will be $1,760 during his lifetime. (The actuarial adjustment of $210 pays for this option.)

- If Jack dies before Jill, she will receive $880 per month for the rest of her lifetime.

- If Jill dies before Jack, he will continue to receive $1,760 per month for his lifetime, and payments will end at his death.

Optional Forms of Payment

In addition to the 50% Participant-Spouse Pension described above, the Plan offers the following optional forms of payment. You may elect an optional form of payment only with your Qualified Spouse's written, notarized consent.

75% Participant-Spouse Pension

The 75% Participant-Spouse Pension provides you with a reduced pension during your lifetime. After you die, your spouse will receive 75% of the amount you were receiving for the rest of his or her lifetime.

Example: Jack is entitled to a $1,970 monthly pension benefit. With the consent of his spouse Jill, he opts for the 75% Participant-Spouse Pension. Based on his and Jill's ages, the adjusted monthly benefit payable for his lifetime will be $1,668.

- If Jack dies before Jill, she will receive $1,251 per month for the rest of her lifetime.

- If Jill dies before Jack, he will continue to receive $1,668 per month for his lifetime, and payments will end at his death.

100% Participant-Spouse Pension

The 100% Participant-Spouse Pension provides you with a reduced pension during your lifetime. After you die, your spouse continues receiving the same amount you did for the rest of his or her lifetime.

Example: Jack is entitled to a $1,970 monthly pension benefit. With the consent of his spouse Jill, he opts for the 100% Participant-Spouse Pension. Based on his and Jill's ages, the adjusted monthly benefit payable for his lifetime will be $1,576.

- If Jack dies before Jill, she will receive $1,576 per month for the rest of her lifetime.

- If Jill dies before Jack, he will continue to receive $1,576 per month for his lifetime, and payments will end at his death.

50% Pop-Up Option

This option is the same as the 50% Participant-Spouse Pension, except that if your spouse dies before you, your monthly benefit will be increased to the full amount prior to any reductions for this option, starting with the monthly benefit payment following your spouse's death.

Example: Jack is entitled to a $1,970 monthly pension benefit. With the consent of his spouse Jill, he opts for the 50% Pop-Up Option. Based on his and Jill's ages, the adjusted monthly benefit payable for his lifetime will be $1,755.

- If Jack dies before Jill, she will receive $877.50 per month for the rest of her lifetime.

- If Jill dies before Jack, he will receive $1,970 per month for the rest of his lifetime, beginning with the month following Jill's death. Payments will end at Jack's death.

75% Pop-Up Option

This option is the same as the 75% Participant-Spouse Pension, except that if your spouse dies before you, your monthly benefit will be increased to the full amount prior to any reductions for this option, starting with the monthly benefit payment following your spouse's death.

Example: Jack is entitled to a $1,970 monthly pension benefit. With the consent of his spouse Jill, he opts for the 75% Pop-Up Option. Based on his and Jill's ages, the adjusted monthly benefit payable for his lifetime will be $1,652.

- If Jack dies before Jill, she will receive $1,239 per month for the rest of her lifetime.

- If Jill dies before Jack, he will receive $1,970 per month for the rest of his lifetime, beginning with the month following Jill's death. Payments will end at Jack's death.

100% Pop-Up Option

This option is the same as the 100% Participant-Spouse Pension, except that if your spouse dies before you, your monthly benefit will be increased to the full amount prior to any reduction for this option, starting with the monthly benefit payment following your spouse's death.

Example: Jack is entitled to a $1,970 monthly pension benefit. With the consent of his spouse Jill, he opts for the 100% Pop-Up Option. Based on his and Jill's ages, the adjusted monthly benefit payable for his lifetime will be $1,552.

- If Jack dies before Jill, she will receive $1,552 per month for the rest of her lifetime.

- If Jill dies before Jack, he will receive $1,970 per month for the rest of his lifetime, beginning with the month following Jill's death. Payments will end at Jack's death.

Life Annuity with 60 Monthly Payments Guaranteed for Married Participants

This form of payment is the same as the Standard Form for unmarried participants.

Example: Jack is entitled to a $1,970 monthly pension benefit. With the consent of his spouse Jill, he opts for the Life Annuity with 60 Monthly Payments Guaranteed with Jill as his beneficiary. Jack and Jill have a dependent son named Peter.

- If Jack dies after receiving 35 monthly pension payments and Jill survives him, Jill will receive 25 monthly payments of $1,970.

- If Jill does not survive Jack and Jack dies after receiving 35 monthly pension payments, Jack’s dependent son Peter will receive the remaining payments.

- If Jack dies before 60 payments are made and his spouse, dependent child and dependent parent(s) do not survive him, no further payments will be made after his death.

- If Jack receives at least 60 payments, he will continue to receive $1,970 per month until he dies, and payments will end at his death.

BENEFITS FOR YOUR SURVIVORS

Your Qualified Spouse or other survivors may be entitled to a pension benefit from this Plan after your death. Survivor benefits differ depending on whether you die before or after you begin receiving your pension.

If Your Death Occurs Before Your Pension Begins

a. Preretirement Surviving Spouse Pension <u>Before</u> Age 55

If you die before reaching age 55 and had satisfied the requirements for a pension at the time of your death, your Qualified Spouse can receive a 50% Preretirement Surviving Spouse Pension. This benefit equals the survivor benefit under the 50% Participant-Spouse Pension, calculated as if you had retired the day before your death.

The Surviving Spouse Pension will begin on the first day of the month following your spouse's application for benefits. The application may be filed —

- immediately after your death, if you were eligible to have begun receiving monthly pension benefits had you retired the day before you died, or

- as soon as you would have reached the earliest age at which you could have begun receiving a pension.

The application may be filed later, but no later than the date when you would have reached Normal Retirement Age.

Example: Richard had accrued 16.75 Pension Credits at the time of his death at age 50 in June 2030, earning a pension amount of $2,000 per month (assuming payment beginning at age 65 in the form of a 50% Participant-Spouse Pension). His wife Anne will be eligible to begin receiving a Surviving Spouse Pension on July 1, 2040, when Richard would have reached age 60 and met the age and service requirement for an Early Retirement Pension. If she elects to begin receiving her pension on that date, it will be reduced by $^1/_2$% for each month before Richard would have attained age 65, that is, by 30% (60 months x $^1/_2$%), so that she would receive $700 per month (half of $2,000, reduced by 30%). Anne could wait until July 1, 2045, when Richard would have been 65, to start receiving her pension. In that case, she would receive $1,000 per month for her lifetime.

Example: William was 53 years of age with 26 Pension Credits and had earned a pension amount of $5,000 per month as of his date of death (assuming payment in the form of a 50% Participant-Spouse Pension). Because he had at least 20 Pension Credits and was therefore eligible for a Regular Pension, his widow, Kate, can start receiving a Surviving Spouse Pension of $2,500 per month for her lifetime, beginning on the first day of the month following William's date of death.

If the present value of the Preretirement Surviving Spouse Pension benefit is $1,000 or less, it will be paid to your surviving spouse in a lump-sum payment. The present value of the benefit is determined using actuarial assumptions specified in the Plan. Your surviving spouse has the same direct rollover distribution rights that you do (see *"How Your Benefit is Paid"* above).

Special Rule for Disability Pensions: If a Participant met the conditions for a Disability Pension at least 150 days before his death, but had not yet begun receiving a pension when he died, the Surviving Spouse Pension is calculated as if he had begun receiving a Disability Pension immediately before he died. Otherwise, the fact that he might have been able to receive a Disability Pension is ignored.

Optional 100% Preretirement Surviving Spouse Pension

You may elect to have the Surviving Spouse Pension calculated as if you had chosen the 100% Participant-Spouse Pension. This election will be effective only if you are eligible for a Regular Pension or a Disability Pension at the time of your death. Your spouse must consent to the election. It does not become effective until it has been on file for 24 months, unless your death is due to an accident.

A charge is imposed for this option that reduces your pension amount by one cent for each $10 of monthly benefit, multiplied by the number of full or partial calendar years that the survivor protection was in effect, until you are age 55 as of the start of the year.

Example: Andrew, who was born on October 8, 1975, became a participant in the Plan in 2013. On July 4, 2015, he marries Sarah. On June 1, 2019, he elects the Optional 100% Preretirement Surviving Spouse Pension.

The election becomes effective on June 1, 2021. Andrew retires and begins receiving a pension on November 1, 2035. His pension amount is $3,500 per month, reduced by the charge for Sarah's preretirement survivor protection. That charge is imposed for full or partial calendar years during which the coverage was in effect and Andrew was not yet 55 years old as of the start of the year. Thus it applies to the years 2021 through 2030 (10 years). The amount of the charge is --

10 x $0.01 x $3,500/$10.00 = $35.00

Therefore, Andrew's gross net pension amount, before any adjustment for the form of benefit, is $3,465 per month rather than $3,500.

b. Preretirement Surviving Spouse Pension <u>After</u> Age 54

If you die at or after reaching age 55 and you were eligible to begin receiving a pension at the time of your death (but had not yet begun to receive it), your spouse will receive a lifetime pension equal to the survivor annuity under the 100% Participant-Spouse Pension, calculated as if you had retired and begun receiving your pension in that form immediately before your death.

Example: At the time of his death, Philip was 60 years old with 22 Pension Credits. He was therefore eligible for a Regular Pension. His pension amount was $4,000 per month. If he had retired and elected a 100% Participant-Spouse Pension, his benefit would have been $3,200 per month. Elizabeth, his surviving Qualified Spouse, may begin receiving a pension of $3,200 per month, beginning on the first day of the month following Philip's death.

If you were not eligible to begin receiving pension payments at the time of your death, your spouse will receive a lifetime pension equal to the survivor annuity under the 50% Participant-Spouse Pension, calculated as if you had retired and begun receiving your pension in that form immediately before your death. This pension will begin when you would have become eligible to receive it if you had lived.

Example: At the time of his death, James was 60 years old with 12 Pension Credits. He was not eligible to begin receiving a pension immediately but had met the conditions for a Reduced Pension starting at age 65. His pension amount was $1,500 per month. If he had begun receiving his pension at age 65 in the form of a 50% Participant-Spouse Pension, the monthly benefit would have been $1,340 during his lifetime and $670 to his surviving Qualified Spouse after his death. His widow Jacqueline will begin receiving a Surviving Spouse Pension of $670 per month, beginning on the first day of the month after what would have been James' 65^{th} birthday.

Waiver of Preretirement Surviving Spouse Pension

You may, with your spouse's written, notarized consent, waive the Preretirement Surviving Spouse Pension.

You may not waive the Preretirement Surviving Spouse Pension before you reach age 35.

If you die after waiving the Preretirement Surviving Spouse Pension, your surviving Qualified Spouse will receive the same benefits as if you had retired immediately before your death and had elected to receive your pension in the form of a Life Annuity with 60 Monthly Payments Guaranteed. You may designate your dependent child(ren) or dependent parent(s) as your beneficiary with your Qualifying Spouse's written consent. If your designated beneficiary does not survive you, the 60 monthly payments will be paid, in order of preference, to your surviving spouse, dependent child(ren) or your dependent parent(s). If none of these individuals survives you, no further payments will be made after your death.

c. *Preretirement Survivor Benefits for Unmarried Participants*

If you die after you are eligible to begin receiving a pension (but have not yet begun to receive it) and a pre-retirement surviving spouse pension does not apply, benefits are payable to your beneficiary as if you had retired immediately before you died with the Life Annuity with 60 Monthly Payments Guaranteed option in effect. This benefit is payable only if it exceeds the amount payable under the Death and Accidental Death provision of the M.M.&P. Health & Benefit Plan. Your beneficiary may be your dependent child(ren) or your dependent parent(s). If your beneficiary is your spouse, your spouse may elect within six to ten months after your death to receive a lump sum payment that is the actuarial equivalent of the 60 monthly payments.

If Your Death Occurs After Your Pension Begins

If you die after you start receiving benefits, your Qualified Spouse will receive a monthly benefit if you elected a payment option that provides for payments to continue after your death. If you elected a Life Annuity with 60 Monthly Payments Guaranteed and you die before you have received 60 payments, payments will continue to your beneficiary until 60 payments have been made, in accordance with that option.

Death Benefit

If you die while receiving a pension and (i) first became employed in Covered Employment on or after January 1, 2013, (ii) were never eligible for the lump sum death benefit at any time under the Frozen Pension Plan, and (iii) were eligible for benefits under the Co-Pay Program of M.M.&P. Health and Benefit Plan at the time of your death, your designated beneficiary is entitled to a death benefit based on your age when you die.

Age	Death Benefit
Under 55	$ 1,000
Age 55 - 59	$10,000
Age 60 - 64	$ 5,000
Age 65 & Over	$ 1,500

If your spouse dies before you, you can elect to receive $500 from your death benefit, which reduces the amount payable to any other beneficiary when you die.

HOW DO I APPLY FOR A PENSION?

In order to apply for pension, you must file an application with the Plan Office by the last day of the calendar month preceding your pension effective date.

Example: Tom wishes to begin receiving his pension in August 2014. His application must be received by the Plan Office by July 31, 2014 at the latest. His pension effective date will be August 1, 2014. Payment of his benefit may be delayed until the Plan Office completes the processing of his application. If, for instance, processing is completed on September 10, 2014, he will receive his pension checks for August and September on October 1, 2014, along with his October check.

Documentation Required

When you apply for a pension, you must provide any information or proof requested by the Trustees that may be necessary to process your pension. You will be required to supply the following documents:

- Pension Application, including —
  - proof of age for both you and your spouse
  - marriage certificate or divorce decree (if you were previously married)
- Authorization for the release of your Coast Guard Records to the Plan Office
- Certification that you meet the Plan's definition of Retirement (see below)
- Election of form of benefit
- Co-Pay Requirement Authorization for the M.M.&P. Health and Benefit Plan (Optional). To be eligible to receive Health Benefits after retirement, you must submit a Co-Pay Contribution to the M.M.&P. Health and Benefit Plan.
- Spousal Consent (if you are married and elect a form of benefit other than a 50% Participant-Spouse Pension).

The Trustees may request additional information. Failure to comply with the Trustees' requests will be delay the commencement of your benefits until such time as all information is received.

Definition Of Retirement
To be considered "retired," you must —

- completely withdraw from any employment aboard any vessel or vessels whatsoever,
- your accumulated vacation period must elapse, and
- your Return-To-Work Date must have been reached.

You are permitted, however, to receive your pension and work in Permissible Employment, as described below.

In general, employment outside the maritime industry does not prevent you from collecting a pension.

Permissible Employment
A Pensioner must obtain prior written authorization for employment in one of the job assignments described below through the Offices of the Organization, and furnish written notice of such employment to the Board of Trustees, or your benefit payments will be suspended (see "*Suspension of Benefits*" below).

- A Pensioner is authorized, without penalty, to accept employment that is not Covered Employment (except where specifically permitted) aboard:

    - Mercy Ships
    - Offshore Oil Drilling Vessels
    - Exploration and Research Vessels
    - Vessels whose Operations are ancillary to offshore oil operations
    - Supply boats
    - Oil Drilling Rigs
    - Vessels 300 feet or less in length
    - Any vessels covered by collective bargaining agreements with, or manned by personnel represented by, Membership Groups affiliated with the I.O.M.M.&P,
    - Maritime academy education or training vessels if sailing as a Master, or
    - Effective January 1, 2014 until December 31, 2014 unless further extended by the Board of Trustees, any maritime academy education or training vessel, when Pensioners are sailing other than as Masters aboard such vessels.

- A Pensioner is authorized, without penalty, to accept employment, including Covered Employment, aboard any vessel as a port relief officer, provided that –

    - employment is for no the more than the lesser of five days or 40 hours per month, *and*
    - he is between age 55 and Normal Retirement Age.

- A Pensioner who worked as a licensed engineer before retirement and retired because he was unable to find work owing to the limited number of billets available for that rating is authorized, without penalty, to accept employment, other than Covered Employment, aboard any vessel.

- A Pensioner is authorized, without penalty, to accept employment, including Covered Employment, aboard any military vessels manned pursuant to a federal government contract and covered by collective bargaining agreements with or manned by Membership Groups affiliated with the Organization.

WHAT IF I RETURN TO WORK AFTER I RETIRE?

Except for the Permissible Employment described above, you cannot work in the Maritime Industry and continue to receive benefits from the Plan. These restrictions limit you from —

- working aboard any vessel whatsoever; or

- working in the Maritime Industry in a job that would otherwise be considered Covered Employment.

Suspension of Benefits

If you work in the Maritime Industry under any of the above circumstances, your benefits will be suspended. The rules governing when your suspension starts and how long it lasts depend upon your age, as discussed below.

Before Normal Retirement Age

If you return to work aboard any vessel whatsoever (except for Permissible Employment, as described above), your benefits from this Plan will be suspended for the months in which you are working aboard the vessel, including earned vacation time, plus the longer of –

- six months following the month in which your work aboard the vessel ends, or
- twice the number of months of your actual employment aboard the vessel, including earned vacation time.

However, the additional suspension period will not extend beyond the date you reach Normal Retirement Age, as defined in the Glossary at the back of this booklet, except as described below.

Normal Retirement Age or Later

If you are Normal Retirement Age or older and you return to work aboard any vessel (except for Permissible Employment), your benefits will be suspended for any month in which you work aboard the vessel for five or more days.

Overpayments

Any benefit payments that you receive during a period when your benefits should have been suspended will be recouped by an offset against your future pension payments. The offset will not exceed 25 percent of your monthly benefit amount without the offset. However, the offset against the first payment may be up to 100%. If you die before all of the overpayments have been recouped, up to 25% of each payment to your beneficiary or Spouse may be deducted until the total amount is collected.

WHAT CAN I DO IF I AM DENIED A PENSION?

Right To Appeal

In order to file a claim for pension benefits, you must follow the pension application procedures described above. If, after filing a claim, your pension is denied, in whole or in part, you will have the right to file a written appeal, as described below. Your claim may be filed by you or by your authorized representative.

Review by Plan Office

The Plan Office will review your claim after it is received. If your claim for pension benefits is denied, the Plan Office will send you a notice of denial, which will include —

- the specific reasons why your claim was denied,

- specific references to the Plan provision(s) on which the denial was based,

- if you applied for a Disability Pension, a copy of any rule, guideline or criterion that was relied upon in making the adverse determination (or a statement that the pertinent information will be provided, free of charge, upon request),

- a description of any additional material or information necessary to perfect your claim,

- information regarding the Plan's appeal procedure (including applicable time limits), and

- a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974 (ERISA), if your claim is denied on review.

Generally, the Plan Office will review your claim within 90 days after receiving it, unless special circumstances require an extension of time for processing your claim. If such special circumstances exist, written notice of the extension will be provided to you prior to the end of the 90 days, and the notice will explain the circumstances requiring an extension, as well as the date by which the Plan Office expects to render a decision on your claim.

If your claim is for a Disability Pension, the Plan Office will review your claim within 45 days after receiving it. If special circumstances require an extension of time for processing your claim, written notice of the extension will be provided to you prior to the end of the 45 days. The Plan Office may extend the review period for up to 30 days, followed by a second extension of up to 30 days, if necessary to determine your claim. A notice of extension will include a statement of the standards on which entitlement for a Disability Pension is based, any unresolved issues that prevent a decision on your claim, and the additional information needed to resolve the issues. You will have 45 days to provide any specific information needed by the Plan Office, after it is requested.

Appeal to Board of Trustees

If your claim is denied, and you wish to appeal the decision, your appeal must be filed within 60 days after your receipt of the Plan's written denial notice (180 days if you applied for a Disability Pension). You or your authorized representative must file your appeal in writing and submit it to the Board of Trustees at the following address:

M.M.&P. Adjustable Pension Plan
700 Maritime Boulevard, Suite A
Linthicum Heights, Maryland 21090

Your appeal must state your name, address, the fact that you are appealing the Plan Office's initial decision, and the basis of your appeal. If you file an appeal within the required time frame, you or your authorized representative will have the right to review pertinent documents at the Plan Office and to submit written comments, documents, records or other information related to your claim.

Normally, the Board of Trustees will review your appeal at its first regularly scheduled meeting after its receipt. However, if the appeal is received fewer than 30 days before a meeting, it will be reviewed at the second regularly scheduled meeting of the Board after receipt. If special circumstances require an extension of time for processing your appeal, written notice of the extension will be provided to you prior to the commencement of the extension. Notification of the Board of Trustees' decision on your appeal will be sent to you as soon as possible, but not later than five days, after a decision has been made. In no case will the period for rendering a decision on your appeal be extended beyond the date of the third regularly scheduled meeting of the Board of Trustees following receipt of your written appeal.

The Trustees' decision will be sent to you in writing. If your appeal is denied, notice of the decision will include:

- the specific reasons on which the Board of Trustees' denial was based,
- specific references to the Plan provision(s) on which the denial was based,
- if you applied for a Disability Pension, a copy of any rule, guideline or criterion that was relied upon in making the adverse determination (or a statement that the pertinent information will be provided, free of charge, upon request),
- if you applied for a Disability Pension, the identity of any health care professional consulted by the Trustees regarding any medical judgment upon which the Trustees' decision was based, whether or not the Trustees relied on the professional's judgment in reaching their decision,

- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim, and

- a statement of your right to bring a civil action under Section 502(a) of ERISA.

The decision of the Board of Trustees is final and binding on all concerned. You must fully exhaust the administrative remedies under the Plan's claim procedures outlined in this booklet prior to filing a suit. If you wish to bring suit following the denial of both your claim and appeal, you must do so within three years after the date of the Trustees' final decision. Any such suit must be filed in the United States District Court for the District of Maryland.

Social Security at Retirement

In addition to this Plan and the Frozen Pension Plan, Social Security provides you with another source of retirement income. During your career, both your employer and you contribute to the cost of providing Social Security benefits. You are in most cases eligible to begin collecting Social Security benefits at age 62, but benefits are suspended if your earn more than a specified amount of monthly income. The earnings limitation ends when you reach "Social Security retirement age", which is between 65 and 67, depending upon when you were born.

Because Social Security benefits are another important financial resource during retirement, you should contact your local Social Security office at least three months before the date you plan to retire. That way your pension and your Social Security benefits will begin at the same time.

Maximum Retirement Benefits

There are certain maximum restrictions established by the federal law and Puerto Rico law on the annual benefits payable from a pension plan. If your benefits exceed the applicable maximum, the Plan Office will notify you.

Taxation of Benefits

Benefits that you receive from the Plan are taxable income. The amount paid to you each year will be reported to you and the Internal Revenue Service on Form 1099-R. Your benefits are exempt from Social Security (FICA) and Medicare (HI) taxes.

Federal tax laws require the Plan to automatically withhold taxes on your monthly pension benefit, just as income taxes are withheld from your wages when you are employed. The amount withheld will depend on your filing status and the number of exemptions you claim. If you do not want taxes withheld from your monthly pension benefits, you may opt out of withholding by completing Form W-4P and submitting it to the Plan Office.

Remember, if you choose not to have taxes withheld from your monthly pension benefits, you will be responsible for paying them when you file your federal tax return. If no taxes are withheld or if the amount withheld is not enough to cover the actual taxes due, you may be required to file estimated taxes.

Plan Continuation

At the present time, the Trustees of the Plan intend to continue this Plan indefinitely, but reserve the right to change or end the Plan, if necessary. If the Plan is frozen but not terminated, the Plan will continue to pay benefits as they become due. If the Plan subsequently becomes unable to pay full benefits, benefit amounts may be reduced, but not below the level insured by the Pension Benefit Guaranty Corporation. (See "PBGC Benefit Guarantee" on next page.)

Assignment or Alienation of Benefits

Your Plan benefits cannot be assigned, transferred or sold for any reason except as provided by law.

A court or other competent body may issue a Qualified Domestic Relations Order under state domestic relations law, assigning all or a portion of your pension to your spouse, former spouse, child or other dependent in connection with separation, divorce, child support, or similar action.

Also, the Internal Revenue Service has the right to garnish your benefits if you do not pay all of your federal income tax liability.

Forwarding Address

Plan participants, terminated employees who are vested, retirees and beneficiaries who receive benefits should keep the Plan Office informed of their current addresses to assure proper payment of benefits and the receipt of important information concerning the Plan.

Certification of Receipt of Benefits

The Plan Office may from time to time ask persons who are receiving pensions to certify that they are alive and are not employed on any vessel (other than Permissible Employment). If you receive such a request and do not respond, your benefit payments will stop until the Trustees determine your status.

PBGC Benefit Guarantee

Benefits under this Plan are insured by the multiemployer insurance program maintained by the Pension Benefit Guaranty Corporation (PBGC), a federal 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. Currently, 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 the participant's years of service. For example, the maximum annual guarantee for a retiree within 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 your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, DC 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

WHAT ELSE YOU NEED TO KNOW ABOUT YOUR PLAN

The following information concerning your Plan is provided in accordance with governmental regulations. The Plan is a multiemployer defined benefit pension plan. A Board of Trustees, consisting of Union representatives and Employer representatives, who have equal voting strength, is the Administrator of the Plan. The Board of Trustees has been designated as the agent for service of legal process. Process may be served at the Plan Office.

The Plan was established as a result of collective bargaining agreements. The Organization and the Employers want you, as a participant in the Plan, to enjoy its benefits. This booklet describes the Plan and tells you how to get more information. The description of the claims and appeals procedure tells you how to follow up, if necessary.

Funding Medium/Contributions to the Plan. The benefits described in this booklet are entirely financed by Contributing Employers' contributions, which are made under collective bargaining agreements or participation agreements between the Organization and the Employers. Benefits are provided from the Plan's assets, which are held in a trust fund for the purpose of providing benefits, and defraying reasonable administrative expenses.

Plan Year. The records of the Plan are kept on a calendar-year basis.

Complete List of Participating Employers: A complete list of the employers and employee organizations sponsoring the plan may be obtained upon written request to the Board of Trustees and is available for examination by participants and beneficiaries at the Plan Office. Participants and beneficiaries may receive from the Board of Trustees, upon written request, information as to whether a particular employer or employee organization is a Contributing Employer under the plan, and if the employer or employee organization is a Contributing Employer, its address.

Collectively Bargained Plan. The plan is maintained pursuant to one or more collective bargaining agreements ("CBAs"), and copies of the CBAs may be obtained by participants and beneficiaries upon written request to the Board of Trustees. They are also available for examination by participants and beneficiaries at the Plan Office.

Type of Administration. The administrative operations of the Plan are handled by employees of the Plan itself.

Plan Amendment, Plan Termination and Benefit Reductions. The Board of Trustees reserves the right to amend, modify or terminate this Plan at any time. In the event of termination, each participant will be entitled only to those benefits accrued and vested as of the date of termination.

GLOSSARY

The following terms have special meanings in our Plan. To help you understand them in the context of our Plan, definitions are provided here.

Actuarial Equivalent: Two benefits of equal economic present value based on the actuarial factors and assumptions specified in the Plan or required by law.

Beneficiary: Any person designated by you, or by the terms of the Plan Regulations or applicable Federal Law, who may be entitled to a benefit if you die.

Contribution Period: The period during which an Employer is obligated by its agreement to contribute to the Plan with respect to your employment.

Contributing Employer (or Employer): Any employer that has a collective bargaining agreement or a participation agreement with the Organization or with the Trustees to make contributions to the Plan on behalf of its employees.

Covered Employment: Employment for which an Employer is obligated to contribute to the Plan. For purposes of determining Pension Credit, Covered Employment may include periods of time before the Employer became obligated to contribute to the Plan, as determined by the Trustees. Covered Employment may also include periods of time provided by law, such as military service or parental leave, or periods of time for which an Employer is on a contribution holiday, and is not obligated to contribute to the Plan, pursuant to an agreement between the Organization and the Employer, including up to 30 days while you are completing courses at, or sponsored by or approved by, M.I.T.A.G.S.

Day of Service: Each of the following:

- a day for which you are directly or indirectly paid, or are entitled to payment by a Contributing Employer for performance of duties in Covered Employment during days of actual employment (including vacation and sick days, holidays, disability, etc.);

- a day for which back pay either has been awarded or agreed to by a Contributing Employer, regardless of mitigation damages, for a day that otherwise would have been in Covered Employment (credited for the Plan Year to which the award or agreement pertains);

- *for the purpose of determining Vesting Service only,* days of employment for a Contributing Employer in non-Covered Employment during the Employer's Contribution Period, if the work immediately precedes or follows Covered Employment with the same Employer.

Hour of Service: This term has the same meaning as "Day of Service", except that it applies to hours worked in Non-Maritime Employment rather than days in Maritime Employment.

Non-Maritime Employment: shoreside employment in the maritime industry (except as a dock master or safety consultant), or employment by the Plan or the Organization or other plans or programs sponsored by the Organization.

Normal Retirement Age: The later of your 65th birthday or the fifth anniversary of your participation in the Plan, disregarding any participation before a Permanent Break in Service.

One-Year Break-in-Service: This term is defined on page 3.

Organization: The International Organization of Masters, Mates and Pilots (I.O.M.M.&P.) and its affiliated organizations.

Pay: When used to determine your pension, Pay means base wages.

Other Pay stipulations include —

- Your base wages may include the non-watch standing allowance equivalent of 28% applied to all wages earned for employment below the rank of Master.

- If you participate in a 401(k) deferred compensation plan under federal law or a qualified cash or deferred contributions arrangement under Puerto Rico law, the term "Pay" means your base wages before any voluntary salary reduction as long as your Employer contributed to this Plan based on your pre-salary reduction wages.

- Base wages used to determine a pilot's pension cannot exceed the base wages of a Master, Class A, or Dry Cargo individual.

- Pay includes vacation wages earned aboard Military Sealift Command and/or MARAD vessels in Full Operating Status, in addition to any wages earned aboard such vessels in Reduced Operating Status. However, the combined Pay for wages earned aboard such vessels cannot exceed the pension wages for a Master aboard a MSP APL Maritime vessel.

- Any cost of living increases provided in an offshore collective bargaining agreement will not be included for the purpose of computing pension benefits for participants retiring during the period that the collective bargaining agreement covers.

- Pay includes base wages paid after termination of employment if paid within certain time limits.

- Back pay under Treasury Regulation Section 1.415(c)-2(g)(8) is included in Pay for the Plan Year to which it relates to the extent it would otherwise be included in the definition of pay.

- Pay includes differential wage payments paid by an Employer during a period of qualified military employment.

- Pay excludes payments from the M.M.&P. Health and Benefit Plan for a period of disability or for which hospital benefits are paid.

- Pay for a Plan Year may not exceed $120,000.

- The collective bargaining agreement of a Participant's Employer may include special rules regarding Pay under the Plan. For example, Participants who are Masters working aboard the *Sulphur Enterprise* and *Energy Enterprise*, base wages include overtime wages to the extent provided in the applicable collective bargaining agreement of the Participant's Employer.

Pension Credit: This term is defined on page 1. Pension Credits are used to determine the amount of your pension benefit and what type of pension you are eligible to receive.

Permanent Break-in-Service: This term is defined on page 3.

Qualified Domestic Relations Orders: A Qualified Domestic Relations Order ("QDRO") is a Court-approved agreement between the parties involved in divorce or support proceedings.

A QDRO requires the Plan to pay benefits to someone other than the participant. That person is referred to as an "alternate payee". The alternate payee is usually the participant's former spouse but could be a dependent.

QDROs must meet specific requirements set forth in section 414(p) of the Internal Revenue Code. A copy of the Plan's QDRO Procedures can be obtained, free of charge from the Plan Administrator. Please contact the Plan Office for details.

Qualified Spouse: Your Qualified Spouse is a person to whom you have been legally married for at least one year before your date of death. Effective June 26, 2013, a Qualified Spouse may be a same-sex spouse, provided you were lawfully married in a jurisdiction that recognizes same-sex marriage and regardless of where you currently reside. A Qualified Domestic Relations Order may require the Plan to treat a former spouse as a Qualified Spouse and may require part or all of your pension to be paid to your former spouse.

Total and Permanent Disability: The Plan considers you totally and permanently disabled if you are totally and permanently unable, as a result of bodily injury or disease, to engage in any further employment as a Licensed Officer and do not earn more than $400 a month in any other employment or gainful pursuit. You will have to submit medical evidence satisfactory to the Trustees upon request.

Vesting Service: the period of service that the Plan takes into account in determining whether your right to your pension is nonforfeitable ("vested"). Once your pension becomes vested, it cannot be taken away.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 (ERISA)

As a participant in the 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 are entitled to:

Receive Information About the Plan and Benefits Under the Plan

Examine all documents governing the Plan, without charge, at the Plan Office and other specified locations, such as work sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements a copy of the latest annual report (Form 5500 series) and updated summary plan description.

You may examine the following documents at the Plan Office during regular business hours, Monday through Friday, except holidays:

- Trust Agreement
- Plan Regulations
- Collective Bargaining Agreement
- Latest Annual Report (Form 5500) filed by the Plan with the Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration
- Summary Plan Description

If you prefer, you can arrange to examine the Annual Report during business hours at a Port Office. To make such arrangements, write to the Plan administrator at the Plan Office.

Obtain copies of documents governing the Plan, including updated summary plan descriptions, and other Plan information filed with the IRS and/or the Department of Labor upon written request to the Plan administrator. The administrator may make a reasonable charge for the copies.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) and, if so, what your benefits would be at Normal Retirement Age 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 of service you need to have a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan administrator will provide this information to the extent it is able based on available records. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for the Plan participants, ERISA imposes duties upon the people who are responsible for the operation of your pension plan. The Trustees who operate the 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 a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit under the Plan 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 the materials within 30 days, you may file suit in federal court. In such a case, the court may require the Plan administrator to provide materials and pay up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in 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 federal court. If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the party 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 frivolous.

If you wish to bring suit following the denial of both your claim for pension benefits and appeal, you must do so within three years after the date of the Trustees' final decision. Any such suit must be filed in the United States District Court for the District of Maryland.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, 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, N.W., 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.

EXAMPLES OF BASE BENEFIT CALCULATION

Example #1: New Participant with no Pension Credits under Frozen Pension Plan

YEAR	PENSION WAGES	FORMULA FACTOR	ANNUAL BENEFIT	MONTHLY BENEFIT EARNED THIS YEAR	TOTAL MONTHLY BENEFIT
2013	$40,000	1.2%	$480.00	$40.00	$40.00
2014	$41,000	1.2%	$493.44	$41.12	$81.12
2015	$43,000	1.2%	$516.00	$43.00	$124.12
2016	$46,000	1.2%	$552.00	$46.00	$170.12
2017	$48,500	1.2%	$582.00	$48.50	$218.62

Benefit payable at Normal Retirement Age: $218.62 per month

Example #2: Participant with 15.5 Pension Credits under Frozen Pension Plan

YEAR	PENSION WAGES	FORMULA FACTOR	ANNUAL BENEFIT	MONTHLY BENEFIT EARNED THIS YEAR	TOTAL MONTHLY BENEFIT
2013	$73,000	1.2%	$876.00	$73.00	$73.00
2014	$79,000	1.2%	$948.00	$79.00	$152.00
2015	$63,000	1.2%	$756.00	$63.00	$215.00
2016	$81,000	1.2%	$972.00	$81.00	$296.00
2017	$83,000	1.2%	$996.00	$83.00	$379.00
2018*	$90,000	1.6%	$1,440.00	$120.00	$499.00
2019	$81,000	1.6%	$1,296.00	$108.00	$607.00
2020	$80,000	1.6%	$1,280.00	$106.67	$713.67
2021	$92,000	1.6%	$1,472.00	$122.67	$836.34

*Formula factor changes for 2018 because Participant earned 20 Pension Credits (counting those under the Frozen Pension Plan) as of January 1, 2018.

Benefit payable at Normal Retirement Age: $836.34 per month **in addition to pension from Frozen Pension Plan**

Monthly benefit will be reduced if Participant is not at least 47 years of age at retirement, because he did not satisfy the Rule of 70.

Participant may be eligible for a Supplemental Monthly Pension if he was not entitled to an unreduced Regular Pension under the Frozen Pension Plan.

Example #3: Participant with 24 Pension Credits under Frozen Pension Plan

YEAR	PENSION WAGES	FORMULA FACTOR	ANNUAL BENEFIT	MONTHLY BENEFIT EARNED THIS YEAR	TOTAL MONTHLY BENEFIT
2013	$120,000 (cap)	1.6%	$1,920.00	$160.00	$160.00
2014	$120,000 (cap)	1. 6%	$1,920.00	$160.00	$320.00
2015	$120,000 (cap)	1. 6%	$1,920.00	$160.00	$480.00
2016	$120,000 (cap)	1. 6%	$1,920.00	$160.00	$640.00

Benefit payable at Normal Retirement Age: $640.00 per month **in addition to pension from Frozen Pension Plan**

Participant may be eligible for Supplemental Monthly Pension if Participant was not entitled to an unreduced Regular Pension under the Frozen Pension Plan.

M.M.&P. ADJUSTABLE PENSION PLAN
VARIABLE PENSION EXAMPLE

Name: Newly hired in 2015

Year	Investment Return	Unit Value @ EOY*	Pension Wages	Factor	Annual Benefit Accrual	Monthly Benefit Accrual	Monthly Base Benefit @ EOY	Accrued Units Per Year	Total Unis @ EOY	Monthly Variable Benefit @ EOY	Total Monthly Benefit @ EOY
	(1)	(2) = Unit Value @ BOY x (1 + lower of (Cap Rate or (1)) - Base Rate)	(3)	(4)	(5) = (3) x (4)	(6) = (5) / 12	(7) = Cumulative Sum of (6)	(8) = (5) / Unit Value @ BOY	(9) = Cumulative Sum of (8)	(10) = (9) x 2 divided by 12	(11) = Greater of (7) and (10)
2015	6.30%	10.13	$57,200	1.2%	$686.40	$57.20	$57.20	68.6	68.6	$57.91	$57.91
2016	4.80%	10.11	58,630	1.2%	703.56	58.63	115.83	69.5	138.1	116.35	116.35
2017	6.13%	10.22	60,096	1.2%	721.15	60.10	175.93	71.3	209.4	178.34	178.34
2018	4.12%	10.13	61,598	1.2%	739.18	61.60	237.53	72.3	281.7	237.80	237.80
2019	6.25%	10.26	63,138	1.2%	757.66	63.14	300.67	74.8	356.5	304.81	304.81
2020	5.00%	10.26	64,717	1.2%	776.60	64.72	365.39	75.7	432.2	369.53	369.53
2021	5.35%	10.30	66,334	1.2%	796.01	66.33	431.72	77.6	509.8	437.58	437.58
2022	6.32%	10.44	67,993	1.2%	815.91	67.99	499.71	79.2	589.0	512.43	512.43
2023	4.45%	10.38	69,693	1.2%	836.31	69.69	569.40	80.1	669.1	578.77	578.77
2024	4.86%	10.37	81,540	1.2%	978.48	81.54	650.94	94.3	763.4	659.70	659.70
2025	5.00%	10.37	83,579	1.2%	1,002.95	83.58	734.52	96.7	860.1	743.27	743.27
2026	4.74%	10.34	85,668	1.2%	1,028.02	85.67	820.19	99.1	959.2	826.51	826.51
2027	5.07%	10.35	87,810	1.2%	1,053.72	87.81	908.00	101.9	1,061.1	915.20	915.20
2028	5.58%	10.41	90,005	1.2%	1,080.06	90.01	998.01	104.4	1,165.5	1,011.07	1,011.07
2029	3.95%	10.30	92,255	1.2%	1,107.07	92.26	1,090.27	106.3	1,271.8	1,091.63	1,091.63
2030	6.29%	10.43	94,562	1.2%	1,134.74	94.56	1,184.83	110.2	1,382.0	1,201.19	1,201.19
2031	5.75%	10.51	96,926	1.2%	1,163.11	96.93	1,281.76	111.5	1,493.5	1,308.06	1,308.06
2032	4.60%	10.47	99,349	1.2%	1,192.19	99.35	1,381.11	113.4	1,606.9	1,402.02	1,402.02
2033	6.03%	10.58	112,264	1.2%	1,347.17	112.26	1,493.37	128.7	1,735.6	1,530.22	1,530.22
2034	5.05%	10.59	115,071	1.2%	1,380.85	115.07	1,608.44	130.5	1,866.1	1,646.83	1,646.83
2035	4.31%	10.52	117,948	1.6%	1,887.17	157.26	1,765.70	178.2	2,044.3	1,792.17	1,792.17
2036	3.25%	10.34	120,000	1.6%	1,920.00	160.00	**1,925.70**	182.5	2,226.8	**1,918.76**	**1,925.70**

*Estimated Unit Value at 1/1/2015 is 10.0

At retirement, Participant accumulated 2226.8 Units. With Unit Value as of 1/1/2037 equal to 10.34 , monthly variable benefit is equal to $1,918.76. Since the monthly variable benefit of $1,925.70is greater than the monthly base benefit of $1,918.76, Participant would be eligible for a monthly Regular Pension of $1,925.70, assuming he has satisfied the Rule of 70.

M.M.&P. ADJUSTABLE PENSION PLAN
VARIABLE PENSION EXAMPLE

Name: Newly hired in 2015

	Investment Return	Unit Value @ EOY*	Pension Wag-es	Factor	Annual Benefit Accrual	Monthly Benefit Accrual	Monthly Base Benefit @ EOY	Accrued Units Per Year	Total Unis @ EOY	Monthly Variable Benefit @ EOY	Total Monthly Benefit @ EOY
	(1)	(2) = Unit Value @ BOY x (1 + lower of (Cap Rate or (1)) - Base Rate)	(3)	(4)	(5) = (3) x (4)	(6) = (5) / 12	(7) = Cumulative Sum of (6)	(8) = (5) / Unit Value @ BOY	(9) = Cumulative Sum of (8)	(10) = (9) x 2 divided by 12	(11) = Greater of (7) and (10)
Year 2015	6.30%	10.13	$57,200	1.2%	$686.40	$57.20	$57.20	68.6	68.6	$57.91	$57.91
2016	4.80%	10.11	58,630	1.2%	703.56	58.63	115.83	69.5	138.1	116.35	116.35
2017	6.13%	10.22	60,096	1.2%	721.15	60.10	175.93	71.3	209.4	178.34	178.34
2018	4.12%	10.13	61,598	1.2%	739.18	61.60	237.53	72.3	281.7	237.80	237.80
2019	6.25%	10.26	63,138	1.2%	757.66	63.14	300.67	74.8	356.5	304.81	304.81
2020	5.00%	10.26	64,717	1.2%	776.60	64.72	365.39	75.7	432.2	369.53	369.53
2021	5.35%	10.30	66,334	1.2%	796.01	66.33	431.72	77.6	509.8	437.58	437.58
2022	6.32%	10.44	67,993	1.2%	815.91	67.99	499.71	79.2	589.0	512.43	512.43
2023	5.45%	10.49	69,693	1.2%	836.31	69.69	569.40	80.1	669.1	584.90	584.90
2024	5.86%	10.58	81,540	1.2%	978.48	81.54	650.94	93.3	762.4	672.18	672.18
2025	5.00%	10.58	83,579	1.2%	1,002.95	83.58	734.52	94.8	857.2	755.76	755.76
2026	4.74%	10.55	85,668	1.2%	1,028.02	85.67	820.19	97.2	954.4	839.08	839.08
2027	5.07%	10.56	87,810	1.2%	1,053.72	87.81	908.00	99.9	1,054.3	927.78	927.78
2028	5.58%	10.62	90,005	1.2%	1,080.06	90.01	998.01	102.3	1,156.6	1,023.59	1,023.59
2029	4.95%	10.61	92,255	1.2%	1,107.07	92.26	1,090.27	104.2	1,260.8	1,114.76	1,114.76
2030	6.29%	10.75	94,562	1.2%	1,134.74	94.56	1,184.83	107.0	1,367.8	1,225.32	1,225.32
2031	5.75%	10.83	96,926	1.2%	1,163.11	96.93	1,281.76	108.2	1,476.0	1,332.09	1,332.09
2032	4.60%	10.79	99,349	1.2%	1,192.19	99.35	1,381.11	110.1	1,586.1	1,426.17	1,426.17
2033	6.03%	10.90	112,264	1.2%	1,347.17	112.26	1,493.37	124.9	1,711.0	1,554.16	1,554.16
2034	5.05%	10.91	115,071	1.2%	1,380.85	115.07	1,608.44	126.7	1,837.7	1,670.78	1,670.78
2035	4.31%	10.83	117,948	1.6%	1,887.17	157.26	1,765.70	173.0	2,010.7	1,814.66	1,814.66
2036	6.18%	10.96	120,000	1.6%	1,920.00	160.00	**1,925.70**	177.3	2,188.0	**1,998.37**	**1,998.37**

* Estimated Unit Value at 1/1/2015 is 10.0

At retirement, Participant accumulated 2188 Units. With Unit Value as of 1/1/2037 equal to 10.96 , monthly variable benefit is equal to $1,998.37. Since the monthly variable benefit of $1,998.37 is greater than the monthly base benefit of $1,925.70, Participant would be eligible for a monthly Regular Pension of $1,998.37, assum-ing he has satisfied the Rule of 70.

M.M.&P. ADJUSTABLE PENSION PLAN

VARIABLE PENSION EXAMPLE

Name: Example #2 with 15.50 pension credits under M.M.&P. Pension Plan

		Investment Return	Unit Value @ EOY*	Pension Wages	Factor	Annual Benefit Accrual	Monthly Benefit Accrual	Monthly Base Benefit @ EOY	Accrued Units Per Year	Total Unis @ EOY	Monthly Variable Benefit @ EOY	Total Monthly Benefit @ EOY
		(1)	(2) = Unit Value @ BOY x (1 + lower of (Cap Rate or (1)) - Base Rate)	(3)	(4)	(5) = (3) x (4)	(6) = (5) / 12	(7) = Cumulative Sum of (6)	(8) = (5) / Unit Value @ BOY	(9) = Cumulative Sum of (8)	(10) = (9) x 2 divided by 12	(11) = Greater of (7) and (10)
Year	2015	6.30%	10.13	63,000	1.2%	756.00	63.00	215.00	75.6	258.0	217.80	217.80
	2016	4.80%	10.11	81,000	1.2%	972.00	81.00	296.00	96.0	354.0	298.25	298.25
	2017	6.13%	10.22	83,000	1.2%	996.00	83.00	379.00	98.5	452.5	385.38	385.38
	2018	4.12%	10.13	90,000	1.6%	1,440.00	120.00	499.00	140.9	593.4	500.93	500.93
	2019	6.25%	10.26	81,000	1.6%	1,296.00	108.00	607.00	127.9	721.3	616.71	616.71
	2020	5.00%	10.26	80,000	1.6%	1,280.00	106.67	713.67	124.8	846.1	723.42	723.42
	2021	5.35%	10.30	92,000	1.6%	1,472.00	122.67	**836.34**	143.5	989.6	**849.41**	**849.41**

* Estimated Unit Value at 1/1/2015 is 10.0

At retirement, Participant accumulated 989.6 Units. With Unit Value as of 1/1/2022 equal to 10.30, monthly variable benefit is equal to $849.41. Since the monthly variable benefit of $849.41 is greater than the monthly base benefit of $836.34, Participant would be eligible for a monthly Regular Pension of $849.41, assuming he has satisfied the Rule of 70. The Participant may be eligible for a Supplemental Monthly Pension if his Regular Pension under the Frozen Pension Plan is reduced.

M.M.&P. ADJUSTABLE PENSION PLAN

VARIABLE PENSION EXAMPLE

Name: Example #2 with 15.50 pension credits under M.M.&P. Pension Plan

		Investment Return	Unit Value @ EOY*	Pension Wages	Factor	Annual Benefit Accrual	Monthly Benefit Accrual	Monthly Base Benefit @ EOY	Accrued Units Per Year	Total Units @ EOY	Monthly Variable Benefit @ EOY	Total Monthly Benefit @ EOY
		(1)	(2) = Unit Value @ BOY x (1 + lower of (Cap Rate or (1)) - Base Rate)	(3)	(4)	(5) = (3) x (4)	(6) = (5) / 12	(7) = Cumu-lative Sum of (6)	(8) = (5) / Unit Value @ BOY	(9) = Cumu-lative Sum of (8)	(10) = (9) x 2 divided by 12	(11) = Greater of (7) and (10)
Year	2015	6.30%	10.13	63,000	1.2%	756.00	63.00	215.00	75.6	258.0	217.80	217.80
	2016	4.80%	10.11	81,000	1.2%	972.00	81.00	296.00	96.0	354.0	298.25	298.25
	2017	6.13%	10.22	83,000	1.2%	996.00	83.00	379.00	98.5	452.5	385.38	385.38
	2018	4.12%	10.13	90,000	1.6%	1,440.00	120.00	499.00	140.9	593.4	500.93	500.93
	2019	6.25%	10.26	81,000	1.6%	1,296.00	108.00	607.00	127.9	721.3	616.71	616.71
	2020	5.00%	10.26	80,000	1.6%	1,280.00	106.67	713.67	124.8	846.1	723.42	723.42
	2021	3.75%	10.13	92,000	1.6%	1,472.00	122.67	**836.34**	143.5	989.6	**835.39**	**836.34**

* Estimated Unit Value at 1/1/2015 is 10.0

At retirement, Participant accumulated 989.6 Units. With Unit Value as of 1/1/2022 equal to 10.13, monthly variable benefit is equal to $835.39. Since the monthly base benefit of $836.34 is greater than the monthly variable benefit of $835.39, Participant would be eligible for a monthly Regular Pension of $836.34, assuming he has satisfied the Rule of 70. The Participant may be eligible for a Supplemental Monthly Pension if his Regular Pension under the Frozen Pension Plan is reduced.

M.M.&P. ADJUSTABLE PENSION PLAN

VARIABLE PENSION EXAMPLE

Name: Example #3 with 24 pension credits under M.M.&P. Pension Plan

		Investment Return	Unit Value @ EOY*	Pension Wages	Factor	Annual Benefit Accrual	Monthly Benefit Accrual	Monthly Base Benefit @ EOY	Accrued Units Per Year	Total Units @ EOY	Monthly Variable Benefit @ EOY	Total Monthly Benefit @ EOY
		(1)	(2) = Unit Value @ BOY x (1 + lower of (Cap Rate or (1)) - Base Rate)	(3)	(4)	(5) = (3) x (4)	(6) = (5) / 12	(7) = Cumulative Sum of (6)	(8) = (5) / Unit Value @ BOY	(9) = Cumulative Sum of (8)	(10) = (9) x 2 divided by 12	(11) = Greater of (7) and (10)
Year	2015	6.30%	10.13	120,000	1.6%	1,920.00	160.00	480.00	192.0	576.0	486.24	486.24
	2016	4.00%	10.03	120,000	1.6%	1,920.00	160.00	**640.00**	189.5	765.5	**639.83**	**640.00**

* Estimated Unit Value at 1/1/2015 is 10.0

At retirement, Participant accumulated 765.5 Units. With Unit Value as of 1/1/2017 equal to 10.03, monthly variable benefit is equal to $639.83. Since the monthly base benefit of $640.00 is greater than the monthly variable benefit of $639.83, Participant would be eligible for a monthly Regular Pension of $640.00, assuming he has satisfied the Rule of 70. The Participant may be eligible for a Supplemental Monthly Pension if his Regular Pension under the Frozen Pension Plan is reduced.

M.M.&P. ADJUSTABLE PENSION PLAN

VARIABLE PENSION EXAMPLE

Name: Example #3 with 24 pension credits under M.M.&P. Pension Plan

		Investment Return	Unit Value @ EOY*	Pension Wages	Factor	Annual Benefit Accrual	Monthly Benefit Accrual	Monthly Base Benefit @ EOY	Accrued Units Per Year	Total Units @ EOY	Monthly Variable Benefit @ EOY	Total Monthly Benefit @ EOY
		(1)	(2) = Unit Value @ BOY x (1 + lower of (Cap Rate or (1)) - Base Rate)	(3)	(4)	(5) = (3) x (4)	(6) = (5) / 12	(7) = Cumulative Sum of (6)	(8) = (5) / Unit Value @ BOY	(9) = Cumu-lative Sum of (8)	(10) = (9) x 2 divided by 12	(11) = Greater of (7) and (10)
Year	2015	6.30%	10.13	120,000	1.6%	1,920.00	160.00	480.00	192.0	576.0	486.24	486.24
	2016	6.45%	10.28	120,000	1.6%	1,920.00	160.00	**640.00**	189.5	765.5	**655.78**	**655.78**

* Estimated Unit Value at 1/1/2015 is 10.0

At retirement, Participant accumulated 765.5 Units. With Unit Value as of 1/1/2017 equal to 10.28, monthly variable benefit is equal to $655.78. Since the monthly variable benefit of $655.78 is greater than the monthly base benefit of $640.00, Participant would be eligible for a monthly Regular Pension of $655.78, assuming he has satisfied the Rule of 70. The Participant may be eligible for a Supplemental Monthly Pension if his Regular Pension under the Frozen Pension Plan is reduced.

GENERAL INFORMATION

Name of the Plan	M.M.&P. Adjustable Pension Plan
Plan's Identification Number Assigned by the Internal Revenue Service:	46-2237700
Plan Number:	001
Type of Plan:	Defined Benefit Pension Plan
Plan Sponsor/Plan Administrator:	Board of Trustees, M.M.&P. Adjustable Pension Plan 700 Maritime Blvd. Suite A Linthicum Heights, MD 21090 Telephone: (410) 850-8500 Fax: (410) 850-8655 and (410) 859-0399 E-Mail: planoffice@mmpplans.com
Agent for Service of Legal Process:	Board of Trustees

BOARD OF TRUSTEES:

International Headquarters
700 Maritime Boulevard, Suite B
Linthicum Heights, MD 21090
E-Mail: IOMMP@bridgedeck.org
Telephone: (410) 850-8700
Fax: (410) 850-0973
Cables: Bridgedeck, Washington, D.C.

International President	Captain Donald Marcus
International Secretary-Treasurer	Mr. Steven Werse

Directory of Port Offices

Boston, Massachusetts
Marine Industrial Park
12 Channel Street, Unit 606-A
Boston, Massachusetts 02210-2333
(617) 671-0769 Fax (617) 261-2334

Charleston, South Carolina
1529 Sam Rittenberg Boulevard, Suite 1B
Charleston, South Carolina 29407
(843) 766-3565 Fax (843) 766-6352

Honolulu, Hawaii
521 Ala Moana Blvd., Suite 254
Honolulu, Hawaii 96813
(808) 523-8183 Fax (808) 538-3672

Houston, Texas
13850 Gulf Freeway, Suite 250
Houston, Texas 77034
(281) 464-9650 Fax (281) 464-9652

Jacksonville, Florida
349 East 20th Street
Jacksonville, Florida 32206
(904) 356-0041 Fax (904) 353-7413

New Orleans, Louisiana
347 Girod Street, Suite B
Mandeville, Louisiana 70448 -5891
(985) 626-7133 Fax (985) 626-7199

New York/New Jersey
35 Journal Square, Suite 912
Jersey City, New Jersey 07306-4103
(201) 963-1900 Fax (201) 963-5403

Norfolk, Virginia
Interstate Corporate Center
6325 North Center Drive (Suite 100)
Norfolk, Virginia 23502
(757) 489-7406 Fax (757) 489-1715

Port Everglades, Florida
540 East McNab Road, Suite B
Pompano Beach, Florida 33060-9354
(954) 946-7883 Fax (954) 946-8283

San Francisco, California
548 Thomas L. Berkley Way
20th Street
Oakland, California 94612
(415) 777-5074 Fax (415) 777-0209

San Juan, Puerto Rico
1055 Kennedy Avenue
Suite 201, ILA Building
San Juan, Puerto Rico 00920
(787) 724-3600 Fax (787) 723-4494

Seattle, Washington
15208 52nd Avenue, South - Suite 100
Seattle, Washington 98188
(206) 441-8700 Fax (206) 448-8829

Tampa, Florida
4333 S. 50th Street
Tampa, Florida 33619
(813) 247-2164 Fax (813) 248-1592

Los Angeles/Long Beach, California
533 North Marine Avenue, Suite A
Wilmington, California 90744-5527
(310) 834-7201 Fax (310) 834-6667

20135174v1