

Plan Name: Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN/PN: 38-2131072/001

SPECIAL FINANCIAL ASSISTANCE APPLICATION
SECTION D – Plan Statements

Item number:

1 – Cover letter, none

2 – Plan Sponsor, plan representative information:

Plan sponsor:

Board of Administration, Retirement Benefit Plan of GCIU Detroit Newspaper Local 13N with Detroit Area Publishers
11420 East Nine Mile Road
Warren, MI 48089
(586) 755-8073

Plan attorney:

Mr. Jay W. Tower, Esq.
12734 Ludlow Avenue
Huntington Woods, MI 48070
towerlaw@mac.com
(248) 506-8945

Plan actuary:

Mr. Troy Schnabel
Watkins Ross
200 Ottawa Avenue, N.W., Suite 600
Grand Rapids, MI 49503-2426
tschnabel@watkinsross.com
(616) 456-9696

3 – Eligibility criteria: The plan became insolvent after December 16, 2014, and has remained insolvent, and has not terminated under section 4041A of ERISA as of March 11, 2021.

4 – Priority Group 1

5 – To compute the SFA amount:

Assumed future contributions – 6 shifts/year, \$15.21/shift;
Assumed future withdrawal liability payments, none.

Future contributions are based upon assumptions used in the January 1, 2020 actuarial certification as well as conversations with the contributing employer. There are no outstanding assessments of withdrawal liability, accordingly, no future payments are projected.

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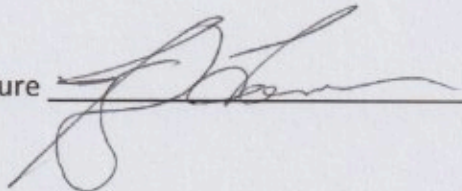
6a – Not applicable

6b – Administrative expense assumption: \$131,000 (\$127,596 payable at the beginning of the year) increased with 3% inflation rate until 2051, plus PBGC premium costs of anticipated participant count times per-participant premium; the sum is not more than 15% of expected benefit payments for any year. The 3% inflation assumption approximates increases for items, including, but not limited to, office space rental, computers/technology, software leases and network security. This assumption is based on recent historical experience, future market expectations and professional judgement.

Assumption is an extension of the administrative expenses assumption as described in Paragraph A “Adoption of assumptions not previously factored into pre-2021 certification of plan status” of Section III, Acceptable Assumption Changes of PBGC’s guidance on Special Financial Assistance Assumptions.

7 – The effective date of reinstatement of benefits previously suspended is July 1, 2021. The reinstatement amount will cover benefits suspended April 1, 2019 through June 30, 2021 (the measurement date for SFA). The total amount of reinstated benefits is \$7,851,201 as of the measurement date. Benefits suspended as a result of application of statutory guarantee level will be made-up in the form of lump-sum payments.

8 – Reconciliation of the fair market value of assets from the date of the most recent plan financial statement to SFA measurement date of June 30, 2021 – filename = “Retirement Benefit Plan GCIU 13N MVA Reconciliation.xlsx”

Date October 20, 2021 Signature 

Statement of Anthony Valvona
Regarding Facts
Relating to the Special Financial Assistance Application
Of the
Board of Administration of the Retirement Benefit Plan of the
GCIU Detroit Newspaper Union 13 N
With
Detroit Newspaper Publishers

Under penalties of perjury under the laws of the United States of America, I declare that I have examined this application, including accompanying documents, and, to the best of my knowledge and belief, the application contains all the relevant facts relating to the application, and such facts are true, correct, and complete.

Dated:

12/21/2021

Anthony Valvona
Chair
Board of Administration of the
Retirement Benefit Plan of the
GCIU Detroit Newspaper Union 13 N with
Detroit Newspaper Publishers

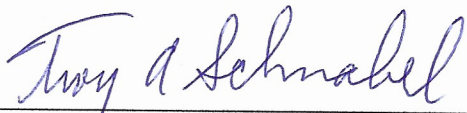
SPECIAL FINANCIAL ASSISTANCE APPLICATION
SECTION E – Checklist and certifications, Item 4

Plan Name: Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN/PN: 38-2131072/001

I certify that the requested amount of Special Financial Assistance (SFA) is the amount to which the plan is entitled under Section 4262(j)(1) of ERISA and § 4262.4 of PBGC's SFA regulation.

This Application for Special Financial Assistance was prepared on behalf of the Board of Administration on the basis of employee data, asset statements and plan documents provided by the plan sponsor or its representatives. We relied upon the data as submitted, without formal audit. However, the data was tested for reasonableness, and we have no reason to believe that any other information which would have had a material effect on the results of this valuation was overlooked.

The actuarial assumptions used for the requested amount of SFA are based on the assumptions used in the January 1, 2019 actuarial valuation. In addition, 1) Special Financial Assistance census data is as of January 1, 2021, 2) administrative expenses are \$131,000 (\$127,596 payable at the beginning of the year) increased with 3% inflation rate until 2051, plus PBGC premium costs of anticipated participant count times per-participant premium; the sum is not more than 15% of expected benefit payments for any year, and 3). The 3% inflation assumption approximates increases for items, including, but not limited to, office space rental, computers/technology, software leases and network security. This assumption is based on recent historical experience, future market expectations and professional judgement.



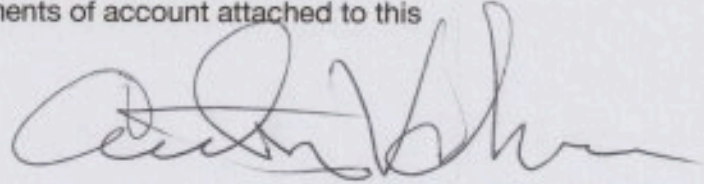
Troy A. Schnabel, ASA, MAAA
Enrolled actuary #20-06116



Date

Certification with Respect to Accuracy of the
Amount of the Fair Market Value of the Assets
Of the Retirement Benefit Plan of Detroit Newspaper Union 13N with
Detroit Area Newspaper Publishers
38-2131072, Plan 001
As of June 30, 2021 ("SFA Measurement Date")

I, Anthony Valvona, am the Chair of the Board of Administration of the above referenced Plan. In that capacity, I hereby certify that the books and records of the Northern Trust Company, the Plan's custodian, show a market value of the assets of the Plan on June 30, 2021 of \$1,295,793.98. This Certification relies on the statements of account attached to this Application for Special Financial Assistance.



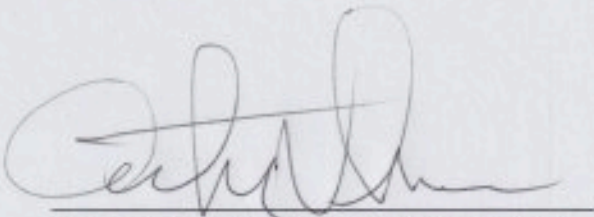
Anthony Valvona
Chair, Board of Administration of the
Retirement Benefit Plan of Detroit
Newspaper Union 13N with Detroit
Area Newspaper Publishers

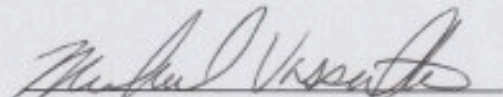
Dated:

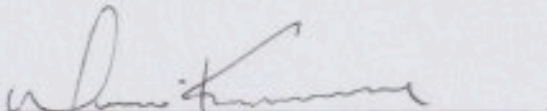
9/28/2021

**CERTIFICATION THAT PLAN AMENDMENT
TO REINSTATE SUSPENDED BENEFITS WILL BE TIMELY ADOPTED**

As required by 29 C.F.R. 4262.7(e)(2) for the application for special financial assistance for the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers (the "Application" for the "Plan"), we, the members of the Board of Administration of the Plan hereby certify that the proposed amendment to the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers (as restated May 14, 2003) to reinstate benefits under the Plan that have been suspended under section 4245(a) of ERISA due to plan insolvency, which proposed amendment is submitted herewith as part of the Application, will be timely adopted upon approval by the Pension Benefit Guaranty Corporation of the Application.


Anthony Valvona, Chair and Trustee


Michael Vassallo, Trustee


Dennis Kummer, Trustee

12-20-2021
Date

**AMENDMENT TO THE
RETIREMENT BENEFIT PLAN
OF
GCIU DETROIT NEWSPAPER UNION 13N
WITH
DETROIT AREA NEWSPAPER PUBLISHERS
(AS RESTATED MAY 14, 2003)**

Compliance with ERISA section 4262 and 29 C.F.R. 4262

The Board of Administration of the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers has applied to the Pension Benefit Guaranty Corporation ("PBGC") under section 4262 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and 29 C.F.R. 4262 for special financial assistance for the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers (the "Plan")

29 C.F.R. 4262.6(e)(1) requires that the plan sponsor of a plan applying for special financial assistance amend the plan to require that the plan be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 C.F.R. part 4262 and that the amendment be contingent upon approval by PBGC of the plan's application for special financial assistance.

Under the terms of Section 10.01 of the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers (as restated May 14, 2003), the Board has the power to amend the Plan Document.

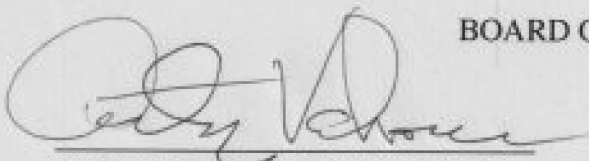
Pursuant to the terms of Section 10.01 of the Retirement Benefit Plan, it is resolved that the Retirement Benefit Plan is amended as follows:

Section 11.08 is added to read:

"11.08. The following provisions apply notwithstanding anything to the contrary in this or any other document governing the Plan. Beginning with the SFA measurement date selected by the Plan in the Plan's application for special financial assistance, the Plan shall be administered in accordance with the restrictions and conditions specified in section 4262 of ERISA and 29 C.F.R. part 4262. This amendment is contingent upon approval by PBGC of the Plan's application for special financial assistance."

The Board of Administration adopts the above amendment on 12-20, 2021.

BOARD OF ADMINISTRATION



Anthony Valvona, Chair and Trustee



Michael Vassallo Trustee



Dennis Kummer, Trustee

**RETIREMENT BENEFIT PLAN OF
GCIU DETROIT NEWSPAPER UNION 13N
TRUST AGREEMENT**

THIS AGREEMENT, effective as of the 2nd day of November, 2009, is made between the **BOARD OF ADMINISTRATION of the RETIREMENT BENEFIT PLAN OF GCIU DETROIT NEWSPAPER UNION 13N WITH DETROIT AREA NEWSPAPER PUBLISHERS**, hereinafter referred to as the "Board of Administration" or "Board", and **THE NORTHERN TRUST COMPANY**, an Illinois Corporation of Chicago, Illinois, hereinafter referred to as the "Pension Fund Trustee".

WHEREAS, the Board of Administration is the fiduciary and administrator of a qualified pension plan known as the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers created under an instrument effective January 1, 1954 and restated as of May 14, 2003.

WHEREAS, the Board of Administration wishes to appoint The Northern Trust Company to hold in trust and administer as trustee, certain assets of the Plan, and to perform such other acts as authorized by this Trust Agreement.

WHEREAS, the Board of Administration and the Pension Fund Trustee intend, acknowledge and agree that the Pension Fund Trustee is a "directed trustee" with respect to the operation, maintenance and investment of the Trust Fund except to the extent the Pension Fund Trustee has expressly accepted responsibility for the management of Trust Fund assets under this agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

ARTICLE ONE: DEFINITIONS

1.1 "Beneficiary" means a person designated to receive a benefit under the Plan after the death of a Participant;

1.2 "Board of Administration" means the administrative committee under the Plan who has the responsibility for administering the Plan, for appointing a trustee or trustees, for allocating the assets of the Trust Fund among the Separate Investment Accounts, for monitoring the diversification of the investments of the Trust Fund, and for the appointment and removal of Investment Managers. The Board of Administration shall be deemed for purposes of ERISA to be the Plan administrator and the named fiduciary for Plan administration, for Plan investments and for monitoring and collecting Plan contributions;

1.3 "Code" means the Internal Revenue Code of 1986, as amended;

1.4 "Custodial Agent" means one or more persons or entities (including, without limitation, brokers or dealers registered under the Securities Exchange Act of 1934) selected by the Board of Administration or an Investment Manager to maintain custody of assets of a Separate Investment Account pursuant to 3.1(c) or Section 3.4;

1.5 "ERISA" means the Employee Retirement Income Security Act of 1974 as in effect from time to time and the regulations issued thereunder;

1.6 "Investment Manager" means an investment manager as defined in Section 3(38) of ERISA, which is appointed by the Board of Administration to manage a Separate Investment Account; but the Pension Fund Trustee shall have no responsibility to determine whether a person or entity acting as an Investment Manager meets or continues to meet this definition;

1.7 "Participant" shall have the same meaning as in Section 1.20 of the Plan document;

1.8 "Pension Fund Trustee" means THE NORTHERN TRUST COMPANY and any successor to it as trustee or trustees of the Trust Fund;

1.9 "Pension Fund Trustee Investment Account" means assets of the Trust Fund allocated by the Board of Administration to an account of the Trust to be managed by the Pension Fund Trustee with the written consent of the Pension Fund Trustee.

1.10 "Plan" means the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers;

1.11 "Separate Investment Account" means assets of the Trust Fund allocated by the Board of Administration to a separate account to be managed by an Investment Manager;

1.12 "Subtrust" means assets of a Separate Investment Account which are held by a subtrustee designated by the Board of Administration and which are subject to the management of an Investment Manager; and

1.13 "Trust" means this instrument and the trust evidenced thereby, as amended from time to time;

1.14 "Trust Fund" means all of the assets subject to this agreement.

ARTICLE TWO: DISTRIBUTIONS

2.1 The Pension Fund Trustee shall make distributions from the Trust Fund to such persons, in such amounts, at such times and in such manner as the Board of Administration or its designee shall from time to time direct pursuant to the service description furnished by the Pension Fund Trustee to the Board of Administration from time to time. The Pension Fund Trustee shall have no responsibility to ascertain whether any direction received by the Pension Fund Trustee from the Board of Administration or its designee in accordance with the preceding

sentence is proper and in compliance with the terms of the Plan or to see to the application of any distribution. The Pension Fund Trustee shall not be liable for any distribution made in good faith without actual notice or knowledge of the changed condition or status of any recipient. If any distribution made by the Pension Fund Trustee is returned unclaimed, the Pension Fund Trustee shall notify the Board of Administration or its designee and shall dispose of the distribution as the Board of Administration or its designee shall direct. The Trustee shall have no obligation to search for or ascertain the whereabouts of any payee of benefits of the Trust Fund.

2.2 Notwithstanding the foregoing, the Board of Administration may make distributions from the Trust Fund through a commercial banking account in a federally insured banking institution (including the Pension Fund Trustee) established by the Board of Administration for such purpose after written notice to the Pension Fund Trustee that the commercial banking account has been so established. Upon such written notice, the Board of Administration shall have the responsibility to assure that any such commercial banking account is established and maintained in accordance with ERISA and is properly insured. The Pension Fund Trustee shall make such deposits from the Trust Fund to the commercial banking account as the Board of Administration or its designee may from time to time direct. The Pension Fund Trustee shall have no responsibility to account for funds held in or disbursed from any such commercial banking account, or to prepare any informational returns for tax purposes as to distributions made therefrom.

ARTICLE THREE: SEPARATE INVESTMENT ACCOUNTS AND INVESTMENT MANAGERS

The Board of Administration shall effect the establishment of one or more Separate Investment Accounts by written instrument delivered to the Pension Fund Trustee and shall designate assets of the Trust Fund to be allocated thereto, appoint or remove an Investment Manager with respect to each Separate Investment Account and direct the Pension Fund Trustee to transfer assets of the Trust Fund to or from a Separate Investment Account. With the written consent of the Pension Fund Trustee, the Board of Administration may also effect the establishment of a Pension Fund Trustee Investment Account and shall designate assets of the Trust Fund to be allocated thereto. In the event an Investment Manager is removed, resigns, or is unwilling or unable to act for any reason with respect to its Separate Investment Account, the Board of Administration shall promptly either (i) transfer the assets of such account to another Separate Investment Account, or, with the Pension Fund Trustee's written consent, to a Pension Fund Trustee Investment Account, and close the Separate Investment Account, or (ii) appoint a new Investment Manager for the applicable Separate Investment Account and notify the Pension Fund Trustee in writing with respect to such appointment; until such Separate Investment Account is closed or a new Investment Manager is appointed for such account, as provided above, the Board of Administration shall have investment responsibility for such Separate Investment Account. The following provisions shall apply to the Separate Investment Accounts:

3.1 With respect to each Separate Investment Account, the Investment Manager thereof shall acknowledge by a writing delivered to the Board of Administration that the Investment Manager is a fiduciary with respect to the assets allocated thereto. Except as otherwise provided in the above first paragraph of Article Three, the Pension Fund Trustee shall

act with respect to assets allocated to a Separate Investment Account only as directed by the applicable Investment Manager, and, with respect to assets allocated to a Pension Fund Trustee Investment Account as provided above, only as directed by the Pension Fund Trustee. The Board of Administration may direct that any or all of the assets of a Separate Investment Account be held by a Subtrustee. The Pension Fund Trustee shall have custody of and custodial responsibility for all assets of the Trust Fund held in a Separate Investment Account except as otherwise provided in this agreement, including Section 3.4 hereof, or as follows:

(a) The subtrustee of a Subtrust shall have custody of and custodial responsibility for any assets of a Separate Investment Account allocated to it by the Board of Administration;

(b) The trustee of a collective or group trust fund (including without limitation an Investment Manager or its bank affiliate) shall have custody of and custodial responsibility for any assets of a Separate Investment Account invested in such collective or group trust fund; and

(c) The Board of Administration may direct in writing that the custody of additional assets of a Separate Investment Account (other than those referred to in paragraphs (a) and (b) of this Section 3.1) be maintained with a Custodial Agent. In such event, the Board of Administration shall approve, and direct the Pension Fund Trustee to enter into, a custody agreement with the Custodial Agent (which custody agreement may authorize the Custodial Agent to maintain custody of such assets with one or more subagents, including a broker or dealer registered under the Securities Exchange Act of 1934 or a nominee of such broker or dealer). The Custodial Agent shall have custodial responsibility for any assets maintained with the Custodial Agent or its subagents pursuant to the custody agreement. Notwithstanding any other provision of this agreement, the Board of Administration agrees to indemnify The Northern Trust Company from any liability, loss and expense, including legal fees and expenses, which The Northern Trust Company may sustain by reason of acting in accordance with any directions given by the Board of Administration pursuant to this paragraph (c) or Section 3.4. This paragraph shall survive the termination of this agreement.

3.2 With respect to each Separate Investment Account, the Investment Manager thereof shall have the investment powers granted to the Pension Fund Trustee by ARTICLE FOUR as limited by 5.1 through 5.3 of ARTICLE FIVE, as if all references therein to the Pension Fund Trustee referred to the Investment Manager.

3.3 The Board of Administration may also direct the Pension Fund Trustee as fiduciary to lend securities of the Trust Fund held by the Pension Fund Trustee by entering into a written agreement with the Pension Fund Trustee. The terms of the agreement between the Board of Administration and the Pension Fund Trustee shall be consistent with Department of Labor Prohibited Transaction Exemption 2006-16 or any successor exemption. The written agreement between the Board of Administration and the Pension Fund Trustee shall direct the Pension Fund Trustee to enter into a loan agreement with a borrower or borrowers. The Pension Fund Trustee shall transfer securities to the borrower and invest or hold on behalf of the Trust Fund the collateral received in exchange for the securities. Notwithstanding anything in this

agreement to the contrary, the right to vote securities out on loan on record date passes to the borrower, or a transferee of the borrower, as a consequence of the transfer of title to the securities. The Pension Fund Trustee shall maintain a record of the market value of the loaned securities and shall be paid reasonable compensation as agreed to by the Pension Fund Trustee and the Board of Administration.

3.4 The Board of Administration may authorize an Investment Manager by written notice to the Pension Fund Trustee to invest assets of a Separate Investment Account in foreign and domestic futures contracts, options on futures contracts, options contracts, short sales, swaps and other types of investments which involve the transfer of Trust Fund assets to or the holding of Trust Fund assets by a third party as margin, collateral or otherwise. In the event the Board of Administration authorizes an Investment Manager to engage in any such investment strategy, the Pension Fund Trustee shall: (i) as directed by the Investment Manager, execute such documents and agreements on behalf of the Trust Fund as the Investment Manager may deem necessary or appropriate in order to effectuate the investment strategy; and (ii) transfer assets of the Investment Manager's Separate Investment Account to one or more Custodial Agents as directed by the Board of Administration or the Investment Manager or, with respect to variation margin, in accordance with industry practice based on daily marking to market calculations. The Pension Fund Trustee shall have no responsibility for the selection or retention of any Custodial Agent, and shall have no investment or custodial responsibility for any assets so held. The Pension Fund Trustee shall enter into a custody agreement with the Custodial Agent solely as directed by the Investment Manager or Board of Administration, which shall be responsible for determining whether such agreement is necessary or appropriate. The Investment Manager shall be responsible for monitoring each Custodial Agent with respect to its financial status and compliance with applicable law and for determining whether continued retention of the Custodial Agent is appropriate.

In addition, with respect to options transactions, the Pension Fund Trustee is authorized to pledge assets of a Separate Investment Account as collateral for such transaction in accordance with industry practice.

3.5 (a) The Pension Fund Trustee is authorized, but shall not be obligated, to credit the applicable Separate Investment Account provisionally on payable date with interest, dividends, distributions, redemptions or other amounts due; otherwise, such amounts will be credited to the Separate Investment Account on the date such amounts are actually received by the Pension Fund Trustee and reconciled to the Separate Investment Account. In cases where the Pension Fund Trustee has credited the applicable Separate Investment Account with such amount prior to actual collection and reconciliation, the Board of Administration agrees that the Pension Fund Trustee may reverse such credit as of payable date if and to the extent that it does not receive such amounts in the ordinary course of business. The Pension Fund Trustee is also authorized, but shall not be obligated, to advance its own funds to complete transactions in cases where adequate funds may not otherwise be available to the applicable Separate Investment Account. The Board of Administration acknowledges that the Pension Fund Trustee shall be entitled to recover on demand such provisional credit or advancement of funds plus its fee, applicable from time to time, incurred in connection with such provisional credit or advancement.

(b) The Pension Fund Trustee and the Board of Administration recognize that any decision to effect a provisional credit or an advancement of the Pension Fund Trustee's own funds to a Separate Investment Account pursuant to this agreement will be an accommodation granted entirely at the Pension Fund Trustee's option and in light of the particular circumstances, which circumstances may involve conditions in different countries, markets and classes of assets at different times. All amounts thus due to the Pension Fund Trustee under this agreement with respect to a provisional credit or advancement of the Pension Fund Trustee's own funds to the Separate Investment Account shall be paid by the Pension Fund Trustee from the Trust Fund unless otherwise paid by the Board of Administration on a timely basis.

3.6 The Board of Administration may engage the Pension Fund Trustee, or any of its affiliates, as the Board of Administrations' agent, to provide transition or liquidation services in connection with the termination of the Plan or for any other reason, pursuant to a separate written agreement between the Board of Administration and the Pension Fund Trustee or any of its affiliates. The Board of Administration may engage Northern Trust Securities, Inc., or any other affiliate of the Pension Fund Trustee, as a commission recapture service provider.

ARTICLE FOUR: POWERS OF PENSION FUND TRUSTEE

4.1 Except as otherwise provided in this agreement, the Pension Fund Trustee shall hold, manage, care for and protect the assets of the Trust Fund and shall have until actual distribution thereof the following powers and, except to the extent inconsistent herewith, those now or hereafter conferred by law:

(a) To retain any asset originally included in the Trust Fund or subsequently added thereto;

(b) To invest and reinvest the assets of the Trust Fund without distinction between income and principal in bonds, stocks, mortgages, notes, options, futures contracts, options on futures contracts, limited partnership interests, participations in regulated investment companies (including those for which the Pension Fund Trustee or its affiliate is adviser) or other property of any kind, real or personal, foreign or domestic, and to enter into insurance contracts;

(c) To deposit any part or all of the assets with the Pension Fund Trustee or its affiliate as trustee, or another person or entity acting as trustee of any collective or group trust fund which is now or hereafter maintained as a medium for the collective investment of funds of pension, profit sharing or other employee benefit plans, and which is qualified under Section 401(a) and exempt from taxation under Section 501(a) of the Code, as amended, and to withdraw any part or all of the assets so deposited; any assets deposited with the trustee of a collective or group trust fund shall be held and invested by the trustee thereunder pursuant to all the terms and conditions of the trust agreement or declaration of trust establishing the fund, which are hereby incorporated herein by reference and shall prevail over any contrary provision of this agreement;

(d) To deposit cash in any depository, including the banking department of the Pension Fund Trustee or its affiliate and any organization acting as a fiduciary with respect to the Trust Fund;

(e) To hold any part of the assets of the Trust Fund in cash without liability for interest, pending investment thereof or the payment of expenses or making of distributions therewith, notwithstanding the Pension Fund Trustee's receipt of "float" from such uninvested cash;

(f) To cause any asset of the Trust Fund, real or personal, to be held in a corporate depository or federal book entry account system or registered in the Pension Fund Trustee's name or in the name of a nominee or in such other form as the Pension Fund Trustee deems best without disclosing the trust relationship;

(g) To vote, either in person or by general or limited proxy, or refrain from voting, any corporate securities for any purpose, except that any security as to which the Pension Fund Trustee's possession of voting discretion would subject the issuing company or the Pension Fund Trustee to any law, rule or regulation adversely affecting either that company or the Pension Fund Trustee's ability to retain or vote that company's securities, shall be voted as directed by the Board of Administration; to exercise or sell any subscription or conversion rights, to consent to and join in or oppose any voting trusts, reorganizations, consolidations, mergers, foreclosures and liquidations and in connection therewith to deposit securities and accept and hold other property received therefore;

(h) To lease any assets of the Trust Fund for any period of time though commencing in the future or extending beyond the term of this Trust;

(i) To borrow money from any lender, to extend or renew any existing indebtedness and to mortgage or pledge any assets of the Trust Fund;

(j) To sell at public or private sale, contract to sell, grant options to purchase, convey, exchange, transfer and otherwise deal with the assets of the Trust Fund; the Board of Administration acknowledges that the Pension Fund Trustee may reverse any credits made to the Trust Fund by the Pension Fund Trustee prior to receipt of payment in the event that payment is not received;

(k) To employ agents, attorneys and proxies and to delegate to any one or more of them any power, discretionary or otherwise granted to the Pension Fund Trustee;

(l) To compromise, contest, prosecute or abandon claims in favor of or against the Trust Fund;

(m) To transfer the situs of any assets to any jurisdiction as often as the Pension Fund Trustee deems it advantageous to the Trust Fund, appointing a substitute trustee for itself to act with respect thereto; and in connection therewith, to delegate to the substitute trustee any or all of the powers given to the Pension Fund Trustee, may elect to act as advisor to the substitute trustee and shall receive reasonable compensation for so acting; and to remove any acting substitute trustee and appoint another, or reappoint itself at will;

(n) To lend securities held by the Pension Fund Trustee and to receive and invest collateral provided by the borrower, all pursuant to a written agreement with the Board of Administration; and

(o) To perform other acts necessary or appropriate for the proper administration of the Trust Fund, execute and deliver necessary instruments and give full receipts and discharges.

ARTICLE FIVE: LIMITATIONS ON POWERS

For purposes of this agreement, the powers and responsibilities allocated to the Pension Fund Trustee shall be limited as follows:

5.1 The powers of the Pension Fund Trustee shall be exercisable for the exclusive purpose of providing benefits to the Participants and Beneficiaries under the Plan and in accordance with the standards of a prudent man under ERISA;

5.2 Subject to Section 5.1 and Section 5.3, the Pension Fund Trustee shall diversify the investments of that portion of the Trust Fund for which it has investment responsibility so as to minimize the risk of large losses;

5.3 Subject to Section 5.1, the Pension Fund Trustee shall, with respect to that portion of the Trust Fund for which it has investment responsibility, follow the investment guidelines established by the Board of Administration given in exercise of the Board of Trustee's responsibility;

5.4 Except as otherwise provided in Section 3.3, the Pension Fund Trustee shall not make any investment review of, consider the propriety of holding or selling, or vote, any assets of the Trust Fund allocated to a Separate Investment Account in accordance with ARTICLE THREE, except as directed by the Investment Manager thereof. Further, the Board of Administration hereby directs that any cash of a Separate Investment Account, consisting of U.S. dollars in the Pension Fund Trustee's custody, shall be invested in the collective Short Term Investment Fund maintained by the Pension Fund Trustee or its affiliate, unless the Pension Fund Trustee receives other instructions from the Investment Manager of such Separate Investment Account.

ARTICLE SIX: ACCOUNTS

6.1 The Pension Fund Trustee shall maintain accounts of all receipts and disbursements, including contributions and distributions and purchases, sales and other transactions of the Trust Fund. The Board of Administration has the right under applicable law to receive, at no additional cost, separate notifications of certain securities transactions; however, unless the Board of Administration directs otherwise in writing, the Board of Administration agrees not to receive such separate notifications of securities transactions and that all securities transactions will be reported on the Pension Fund Trustee's periodic statements of account.

6.2 Within one hundred twenty (120) days after the close of each Plan year of the Trust Fund and of any other period agreed upon by the Pension Fund Trustee and the Board of Administration, the Pension Fund Trustee shall render to the Board of Administration a statement of account for the Trust Fund for the period commencing with the close of the last preceding period and a list showing each asset thereof as of the close of the current period and its cost and fair market value. The Pension Fund Trustee shall rely conclusively upon the determination of the issuing insurance company with respect to the fair market value of each insurance contract and upon the determination of the Investment Manager of each Separate Investment Account with respect to the fair market value of those assets allocated thereto which the Pension Fund Trustee deems not to have a readily ascertainable value, and the Pension Fund Trustee shall have no responsibility with respect thereto.

6.3 An account of the Pension Fund Trustee may be approved by the Board of Administration by written notice to the Pension Fund Trustee or by failure to object to the account by written notice delivered to the Pension Fund Trustee within sixty (60) days of the date upon which the account was delivered to the Board of Administration. The approval of an account shall constitute a full and complete discharge to the Trustee as to all matters set forth in that account as if the account had been settled by a court of competent jurisdiction in an action or proceeding to which the Trustee and the Board of Administration were parties.

6.4 In no event shall the Pension Fund Trustee be precluded from having its accounts settled by a judicial proceeding. Nothing in this article shall relieve the Pension Fund Trustee of any responsibility, or liability for any responsibility, under ERISA.

ARTICLE SEVEN: TRUSTEE SUCCESSION

7.1 The Pension Fund Trustee may resign at any time by written notice to the Board of Administration, or the Board of Administration may remove the Pension Fund Trustee by written notice to the Pension Fund Trustee. The resignation or removal shall be effective sixty (60) days after the date of the Pension Fund Trustee's resignation or receipt of the notice of removal or at such earlier date as the Pension Fund Trustee and the Board of Administration may agree.

7.2 In case of the resignation or removal of the Pension Fund Trustee, the Board of Administration shall appoint a successor trustee by delivery to the Pension Fund Trustee of a written instrument executed by the Board of Administration appointing the successor trustee and a written instrument executed by the successor trustee accepting the appointment, whereupon the Pension Fund Trustee shall deliver the assets of the Trust Fund to the successor trustee but may reserve such reasonable amount as the Pension Fund Trustee may deem necessary for outstanding and accrued charges against the Trust Fund.

7.3 The successor trustee, and any successor to the trust business of the Pension Fund Trustee by merger, consolidation or otherwise, shall have all the powers given the originally named Pension Fund Trustee. No successor trustee shall be personally liable for any act or omission of any predecessor. Except as otherwise provided in ERISA, the receipt of the successor trustee and the approval of the Pension Fund Trustee's final account by the Board of

Administration in the manner provided in ARTICLE SIX shall constitute a full and complete discharge to the Pension Fund Trustee.

7.4 Upon the written direction of the Board of Administration, the Pension Fund Trustee shall transfer such portion of the Trust Fund as is specified in such direction to any trustee or insurance company (i) that has been appointed to hold the assets of the Plan or (ii) that holds or will hold assets of any other plan that qualifies under Section 401(a) of the Code into which the Plan (or any portion thereof) is merged or consolidated, or to which the Plan transfers assets or liabilities; provided, however, that in making transfers under this Section 7.4, the Pension Fund Trustee may rely without further inquiry upon the written direction of the Board of Administration, which shall have the sole responsibility to determine that such transfer complies with the applicable provisions of ERISA, the Code, any plan, and this Section 7.4.

ARTICLE EIGHT: AMENDMENT AND TERMINATION

8.1 The Board of Administration may at any time or times with the written consent of the Pension Fund Trustee amend this agreement in whole or in part by instrument in writing delivered to the Pension Fund Trustee and effective upon the date therein provided.

8.2 This agreement shall terminate by action of the Board of Administration. Upon termination the Pension Fund Trustee shall distribute the Trust Fund in the manner directed by the Board of Administration in cash or in kind or partly in each as the Pension Fund Trustee and the Board of Administration shall agree, except that the Pension Fund Trustee shall be entitled to prior receipt of such rulings and determinations from such administrative agencies as it may deem necessary or advisable to assure itself that the distribution directed is in accordance with law and will not subject the Trust Fund or the Pension Fund Trustee to liability and except, further, that the Pension Fund Trustee may reserve such reasonable amount as the Pension Fund Trustee may deem necessary for outstanding and accrued charges against the Trust Fund.

8.3 This agreement shall terminate in its entirety when there is no asset included in the Trust Fund.

ARTICLE NINE: MISCELLANEOUS

9.1 The Board of Administration shall certify to the Pension Fund Trustee in writing the names of the members of the Board of Administration as constituted from time to time and the Pension Fund Trustee shall not be charged with knowledge of a change in the membership of the Board of Administration until so notified in writing by the Board. Any action required or permitted to be taken by the Board of Administration hereunder shall be by direction of (i) a majority of the members of the Board of Administration, (ii) the secretary or chairman of the Board of Administration, or (iii) such other designee as shall be designated in writing by the Board of Administration to act for the Board. The Pension Fund Trustee may rely upon an instrument of designation received from the Board of Administration appointing a designee to act for the Board which it believes has been signed by a majority of the members (or by the secretary or chairman) of the Board of Administration and filed with the Pension Fund Trustee. The

Pension Fund Trustee shall have no responsibility for any action taken by it in accordance with any direction it believes to have been given as provided above.

9.2 Notwithstanding any other provision of this agreement, instructions, directions and other communications provided under this agreement may be given to the Pension Fund Trustee by letter, telex, SWIFT or other electronic or electro-mechanical means deemed acceptable by the Pension Fund Trustee, including the use of the Pension Fund Trustee's Northern Trust Passport® applications, subject to such additional terms and conditions as the Pension Fund Trustee may require. In its sole discretion, the Pension Fund Trustee may, but shall not be required to, accept instructions, directions or other communications given to the Pension Fund Trustee by telephone. Any instructions, directions or other communications given to the Pension Fund Trustee by telephone shall promptly thereafter be confirmed in writing, but the Pension Fund Trustee will incur no liability for the Board of Trustee's failure, or the failure of an Investment Manager, to send such written confirmation or for the failure of any such written confirmation to conform to the telephonic instruction received by the Pension Fund Trustee.

9.3 The Pension Fund Trustee may consult with legal counsel, who may also be counsel for the Board of Administration, with respect to its responsibilities under this agreement and shall be fully protected in acting or refraining from acting in reliance upon the written advice of legal counsel.

9.4 In no event shall the terms of the Plan, either expressly or by implication, be deemed to impose upon the Pension Fund Trustee any power or responsibility other than those set forth in this agreement. The Pension Fund Trustee may assume until advised to the contrary that the Plan and the Trust Fund are qualified under Section 401(a) and exempt from taxation under Section 501(a) of the Code, or under corresponding provisions of subsequent federal tax laws. The Pension Fund Trustee shall hold and safekeep all cash (or other property acceptable to the Pension Fund Trustee) contributed to the Trust Fund with respect to the Plan. The Board of Administration shall have sole responsibility to collect and monitor contributions, to determine whether the contributions comply with the provisions of the Plan or of ERISA, to determine whether contributions are adequate to meet or discharge any liabilities under the Plan, and to direct the Pension Fund Trustee with respect to any legal claim of the Plan for delinquent contributions. The Pension Fund Trustee shall act solely as directed by the Board of Administration with respect to the collection of contributions to the Trust Fund.

9.5 In any judicial proceeding to settle the accounts of the Pension Fund Trustee, the Pension Fund Trustee and the Board of Administration shall be the only necessary parties; in any other judicial proceeding with respect to the Pension Fund Trustee or the Trust Fund, the Pension Fund Trustee and the Board of Administration shall be the only necessary parties; and no Participant or Beneficiary shall be entitled to any notice of process. A final judgment in any such proceeding shall be binding upon the parties to the proceeding and upon all Participants and Beneficiaries.

9.6 The Pension Fund Trustee shall receive such reasonable compensation for its services as the Pension Fund Trustee and the Board of Administration shall from time to time determine. In addition, the Pension Fund Trustee shall be reimbursed for any expenses

(including accounting and legal fees) that the Pension Fund Trustee reasonably incurs in connection with the Trust Fund. Those items of expense and compensation shall be paid from the Trust Fund. This paragraph shall survive the termination of this agreement.

9.7 Without limiting the rights of the Pension Fund Trustee as otherwise provided in this agreement, pursuant to direction by the Board of Administration, the Pension Fund Trustee shall pay from the Trust Fund expenses of the Plan or compensation to parties providing services to the Plan including but not by way of limitation, expenses or compensation related to actuarial, legal, accounting, office space, printing, computer, recordkeeping, investment, performance evaluation or any other material or service provided to the Plan.

9.8 In the event that The Northern Trust Company incurs any liability, loss, claim, suit or expense (including attorneys fees) in connection with or arising out of its provision of services under this agreement, or its status as trustee hereunder, under circumstances where The Northern Trust Company cannot obtain or would be precluded by law from obtaining payment or reimbursement of such liability, loss, claim, suit or expense (including attorneys fees) from the Trust Fund, then the Board of Administration shall indemnify and hold The Northern Trust Company harmless from and against such liability, loss, claim, suit or expense, except to the extent such liability, loss, claim, suit or expense arises directly from (i) the Pension Fund Trustee's negligence, fraud or willful misconduct in the performance of responsibilities specifically allocated to it under this agreement, or (2) a breach by the Pension Fund Trustee of responsibilities specifically allocated to it by the terms of this agreement. This paragraph shall survive the termination of this agreement.

9.9 The Board of Administration shall not direct the Pension Fund Trustee to cause any part of the Trust Fund to be diverted to any purpose other than the exclusive benefit of the Participants and Beneficiaries or except as otherwise permitted under the Plan and ERISA, to be remitted to the Board of Administration. No employee of any contractor or contributor shall have any right to, or interest in, any part of the Trust Fund, upon termination of employment, or otherwise, except the right as determined under the provisions of the Plan, to receive, from time to time, as they become due, the benefits payable to such employee out of the Trust Fund.

9.10 Any person dealing with the Pension Fund Trustee need not see to the application of any money paid or property delivered to the Pension Fund Trustee or inquire into the provisions of this agreement or of the Plan or the Pension Fund Trustee's authority thereunder or compliance therewith, and may rely upon the statement of the Pension Fund Trustee that the Pension Fund Trustee is acting in accordance with this agreement.

9.11 Except as otherwise directed by the Board of Administration, which direction shall be in compliance with all applicable provisions of the 1984 Retirement Equity Act, the Plan and Section 401(a)(13) of the Code, as amended, any interest of a Participant or Beneficiary in the Trust Fund or the Plan or in any distribution therefrom shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered.

9.12 The Pension Fund Trustee shall not be responsible for any delay in performance, or non-performance, of any obligation hereunder to the extent that the same is due to forces beyond its reasonable control, including but not limited to delays, errors or interruptions caused by the Board of Administration or third parties, any industrial, juridical, governmental, civil or military action, acts of terrorism, insurrection or revolution, nuclear fusion, fission or radiation, failure or fluctuation in electrical power, heat, light, air conditioning or telecommunications equipment, or acts of God.

9.13 In case any provision of this agreement shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions of this agreement, but shall be fully severable, and the agreement shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein. This agreement supersedes and replaces any prior agreements with respect to the subject matter hereof.

9.14 This agreement may be executed in any number of counterparts, each of which shall be deemed an original, and the counterparts shall constitute one and the same instrument.

ARTICLE TEN: GOVERNING LAW

The provisions of ERISA and the law of Illinois shall govern the validity, interpretation and enforcement of this agreement, and in case of conflict, the provisions of ERISA shall prevail.

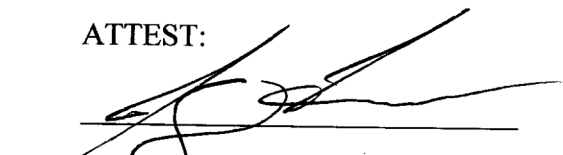
IN WITNESS WHEREOF, the undersigned have executed this document for the Board of Administration of the Plan, for the purposes of evidencing the Board of Administrations' unanimous consent to the Trust Agreement above set forth.

Approved this 19 day of October, 2009.

BOARD OF ADMINISTRATION

Salvatore Maci

ATTEST:



(CORPORATE SEAL)

To acknowledge its receipt and acceptance of this Trust Agreement, the Pension Fund Trustee, The Northern Trust Company, by a duly authorized officer thereof, has executed this Agreement this 2nd day of NOVEMBER, 2009.

THE NORTHERN TRUST COMPANY

ATTEST:

Robert Verull

(CORPORATE SEAL)

By: Michael Pesha

Its: Vice President

Examined As To

Form DRW

Re: GLU Detroit Newspaper Union 1310
Trust Agreement

**Proposed AMENDMENT TO THE
RETIREMENT BENEFIT PLAN
OF
GCIU DETROIT NEWSPAPER UNION 13N
WITH
DETROIT AREA NEWSPAPER PUBLISHERS
(AS RESTATED MAY 14, 2003)**

Reinstatement and Make-up of Benefits suspended due to Insolvency and PBGC Guarantee

The Board of Administration of the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers has applied to the Pension Benefit Guaranty Corporation ("PBGC") under section 4262 of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and 29 C.F.R. 4262 for special financial assistance for the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers (the "Plan")

29 C.F.R. 4262.6(e)(2) and 4262.15(a) require that the plan sponsor of a plan that is applying for special financial assistance and that suspended benefits under section 305(e)(9) or 4245(a) of ERISA amend the plan to reinstate such suspended benefits and provide make-up payments in accordance with guidance issued by the Secretary of the Treasury under section 432(k) of the Internal Revenue Code (which was issued in IRS Notice No. 2021-38).

29 C.F.R. 4262.7(e)(2) requires that an application for special financial assistance for a plan that suspended benefits under section 305(e)(9) or 4245(a) of ERISA include a copy of the proposed plan amendment required under 4262.6(e)(2) and certification by the plan sponsor that the plan amendment will be timely adopted.

Benefits under the Plan have been suspended under section 4245(a) of ERISA due to plan insolvency.

Under the terms of Section 10.01 of the Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers (as restated May 14, 2003), the Board has the power to amend the Plan Document.

Pursuant to the terms of Section 10.01 of the Retirement Benefit Plan, it is resolved that the Retirement Benefit Plan is amended as follows:

Section 11.09 is added to read:

"11.09. Effective as of the first month in which special financial assistance is paid to the Plan, the Plan shall reinstate all benefits that were suspended under section 305(e)(9) of 4245(a) of ERISA.

The Plan shall pay each participant and beneficiary that is in pay status as of the date special financial assistance is paid to the Plan the aggregate amount of their benefits that were not paid because of the suspension, with no actuarial adjustment or interest. Such payment shall be made in a lump sum no later than 3 months after the date the special financial assistance is paid

to the Plan.”

The Board of Administration adopts the above amendment on _____, 2021.

BOARD OF ADMINISTRATION

Anthony Valvona, Chair and Trustee

Michael Vassallo Trustee

Dennis Kummer, Trustee

GCIU Detroit 13N – Wire Instructions:

Bank Name: The Northern Trust Company
Bank Address: 50 South LaSalle Street
Chicago, IL 60603
ABA No.: 071000152
Account Name: Master Trust Incoming Wire Account
Account Number: [REDACTED]
Reference: [REDACTED] GCIU Detroit 13N – Cash Account

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1530-0069

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

 CCD+ CTX

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

Northern Trust

ADDRESS:

50 S. LaSalle St.

Chicago, IL 60603

ACH COORDINATOR NAME:

Larry Fumarolo

TELEPHONE NUMBER:

(312) 444-3947

NINE-DIGIT ROUTING TRANSIT NUMBER:

 0 7 1 0 0 0 1 5 2

DEPOSITOR ACCOUNT TITLE:

GCIUD Detroit 13N - Cash Account

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

 CHECKING SAVINGS LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:

(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

(312) 444-3947

AUTHORIZED FOR LOCAL REPRODUCTION

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Bureau of the Fiscal Service, Forms Management Officer, Parkersburg, WV 26106-1328. THIS ADDRESS SHOULD ONLY BE USED FOR COMMENTS AND/OR SUGGESTIONS CONCERNING THE AMOUNT OF TIME SPENT COLLECTING THE DATA. DO NOT SEND THE COMPLETED PAPERWORK TO THE ADDRESS ABOVE FOR PROCESSING.

Application Checklist


v20210708p

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

The Application for Approval of Special Financial Assistance Checklist ("Application Checklist" or "Checklist") identifies all information required to be filed with the application.

The information in this Application Checklist, and the Application Checklist itself, are uploaded in PBGC's e-Filing Portal by logging into the e-Filing Portal, going to the Multiemployer Events section and clicking on "Create New ME Filing," and then under "Select a Filing Type," selecting "Application for Financial Assistance – Special." Note, if you go to the e-Filing Portal and do not see the option "Application for Financial Assistance – Special," this means that the portal is currently closed and PBGC is not accepting applications at this time, unless the plan is eligible to make an emergency filing under § 4262.10(f). PBGC's website at www.pbgc.gov will be updated when the e-Filing Portal reopens for applications. PBGC maintains information on its website at www.pbgc.gov to inform prospective applicants about the current status of the e-Filing portal, as well as to provide advance notice of when PBGC expects to open or temporarily close the e-Filing Portal.

General instructions for completing the Application Checklist:

Complete all items that are shaded: 

If required information was already filed: (1) through PBGC's e-Filing Portal; or (2) through any means for an insolvent plan, a plan that has received a partition, or a plan that submitted an emergency filing, the filer may either upload the information with the application or include a statement in the Plan Comments section of the Application Checklist indicating the date on which and the submission with which the information was previously filed. For any such items previously provided, enter N/A as the **Plan Response**.

If a revised application is filed after a denial was received but the application was not withdrawn, the revised application must differ from the denied application only to the extent necessary to address the reasons provided by PBGC for the denial. For the revised application, the filer may, but is not required to, submit an entire application. A revised application for SFA must use the same SFA measurement date, participant census data, and interest rate assumption as were used in the plan's initial application. For all Application Checklist Items that were previously filed that are not being changed, the filer may include a statement in the Plan Comments section of the Application Checklist to indicate that the other information was previously provided as part of the initial application. For each, enter N/A as the **Plan Response**.

If a revised application is filed after an application was withdrawn, the revised application must use the same SFA measurement date, participant census data, and interest rate assumption from the initial application. Upload only the information that changed from the initial application. For all Application Checklist Items that were previously filed that are not being changed, include a statement in the Plan Comments section of the Application Checklist to indicate that the information was previously provided as part of the initial application. For each, enter N/A as the **Plan Response**.

Instructions for specific columns:

Plan Response: Provide a response to each item on the Application Checklist, using only the **Response Options** shown for each Checklist Item.

Application Checklist

v20210708p

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

Name(s) of Files Uploaded: Identify the full name of the file or files uploaded that are responsive to the Checklist Item. The column **Upload as Document Type** provides guidance on the "document type" to select when submitting documents on PBGC's e-Filing Portal.

Page Number Reference(s): For any Checklist Item where only a portion of the submitted document is responsive, identify the page numbers in the identified document that are responsive.

Plan Comments: Use this column to provide explanations for any **Plan Response** that is N/A, to respond as may be specifically identified for Checklist Items, and to provide any optional explanatory comments.

Supplemental guidance is provided in the following columns:

Upload as Document Type: When uploading documents in PBGC's e-Filing Portal, select the appropriate Document Type for each document that is uploaded. This column provides guidance on the Document Type to select for each Checklist Item. You may upload more than one document using the same Document Type, and there may be Document Types on the e-Filing Portal for which you have no documents to upload.

Requested File Naming (if applicable): For certain Checklist Items, a specified format for naming the file is requested.

SFA Regulation Reference: Identifies the applicable section of PBGC's regulation.

SFA Instructions Reference: Identifies the applicable section and item number in PBGC's Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance.

You must select N/A if a Checklist Item # is not applicable to your application. **Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47 on the Application Checklist.** If there has been a plan merger as described in § 4262.4(f)(1)(ii), you also must provide responses for Checklist Items #48 through #60 on the Application Checklist. If you are required to provide responses for Checklist Items #48 through #60, your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #48 through #60 on the Application Checklist. All other plans should not provide responses for Items #48 through #60 of the Application Checklist.

If a Checklist Item # asks multiple questions or requests multiple items, the Plan Response should only be Yes if the plan is providing all information requested for that Checklist Item.

Note, a Yes or No response is required for the three initial questions concerning whether or not this application is a submission of a revised application, or whether the plan has been terminated.

Application Checklist

v20210708p

Instructions for Section E, Item 1 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance (SFA):

Note, in the case of a plan applying for priority consideration, the plan's application must also be submitted to the Treasury Department. If that requirement applies to an application, PBGC will transmit the application to the Treasury Department on behalf of the plan. See IRS Notice [NOTICE] for further information.

All information and documentation, unless covered by the Privacy Act, that is included in an SFA application may be posted on PBGC's website at www.pbgc.gov or otherwise publicly disclosed, without additional notification. Except to the extent required by the Privacy Act, PBGC provides no assurance of confidentiality in any information included in an SFA application.

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----
 Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #	Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
Plan Information, Checklist, and Certifications									
	Is this application a revised application submitted after the denial of a previously filed application for SFA?	Yes No	No						
	Is this application a revised application submitted after a plan has withdrawn its application for SFA?	Yes No	Yes						
	Has this plan been terminated?	Yes No	No		If terminated, provide date of plan termination.				
1.	Does the application include a fully completed Application Checklist, including the required information at the top of the Application Checklist (plan name, employer identification number (EIN), 3-digit plan number (PN), and SFA amount requested)?	Yes No	Yes	Checklist Retirement Benefit Plan GCIU 13N REV.xlsx		Special Financial Assistance Checklist	Checklist Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.6(a)	Section E, Item 1
2.	Does the application include an SFA request cover letter (optional)? Enter N/A if no letter is provided.	Yes N/A	N/A			Financial Assistance Request Letter			Section D, Item 1
3.	Was the application signed and dated by an authorized trustee who is a current member of the board of trustees or another authorized representative of the plan sponsor?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmts REV.pdf	2	Financial Assistance Application		§ 4262.6(b)(1)	Section D
4.	Does the application include the required penalties of perjury statement signed by an authorized trustee who is a current member of the board of trustees?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC E certs REV.pdf	1	Financial Assistance Application		§ 4262.6(b)(2)	Section E, Item 6
5.	Does the application include the name, address, email, and telephone number of the plan sponsor? Does it also include the same contact information for the plan sponsor's duly authorized representatives, including legal counsel and enrolled actuary?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmts REV.pdf	1	Financial Assistance Application		§ 4262.7(a)	Section D, Item 2
6.	Does the application identify the eligibility criteria in § 4262.3 that qualifies the plan as eligible to receive SFA, and include the requested information for each item that is applicable, as described in Section D, Item 3 of the instructions?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmts REV.pdf	1	Financial Assistance Application		§ 4262.3 § 4262.7(b)	Section D, Item 3
7a.	If the plan claims SFA eligibility under section 4262(b)(1)(C) of ERISA, does the application include a certification from the plan's enrolled actuary that the plan is eligible for SFA which specifically notes the specified year for each component of eligibility (certification of plan status, modified funding percentage, and participant ratio), the detailed derivation of the modified funding percentage, and the derivation of the participant ratio?	Yes No N/A	N/A			Financial Assistance Application		§ 4262.6(c) § 4262.7(b)	Section E, Item 2
7b.	Does the certification in Checklist Item #7a also identify all assumptions and methods (including supporting rationale and, where applicable, reliance on the plan sponsor) used to develop the current value of withdrawal liability that is utilized in the calculation of the modified funded percentage?	Yes No N/A	N/A			Financial Assistance Application		§ 4262.6(c) § 4262.7(b)	Section E, Item 2
8a.	If the plan's application is submitted on or before March 11, 2023, does the application identify the plan's priority group (see § 4262.10(d)(2))?	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmts REV.pdf	1	Priority group 1, insolvent April 1, 2019	Financial Assistance Application	§ 4262.7(c) § 4262.10(d)(2)	Section D, Item 4

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
8b.	If the plan is submitting an emergency application under § 4262.10(f), is the application identified as an emergency application with the applicable emergency criteria identified?	Yes No N/A	N/A				Financial Assistance Application		§ 4262.10(f)	Section D, Item 4
9.	If the plan's application is submitted on or prior to March 11, 2023, does the application include a certification from the plan's enrolled actuary that the plan is eligible for priority status, with specific identification of the applicable priority group? This item is not required if the plan is insolvent, has implemented a MPRA suspension as of 3/11/2021, is in critical and declining status and had 350,000+ participants, or is listed on PBGC's website at www.pbgc.gov as being in priority group 6. See § 4262.10(d).	Yes No N/A	N/A				Financial Assistance Application		§ 4262.6(c) § 4262.7(c) § 4262.10(d)(2)	Section E, Item 3
10.	Does the application include the information used to determine the amount of requested SFA for the plan based on a deterministic projection and using the actuarial assumptions as described in § 4262.4? Does the application include the following? a. Interest rate used, including supporting details (such as, if applicable, the month selected by plan sponsor to determine the third segment rate used to calculate the interest rate limit) on how it was determined? b. Fair market value of assets on the SFA measurement date? c. For each plan year in the SFA coverage period: i. Separately identify the projected amount of contributions, projected withdrawal liability payments, and other payments expected to be made to the plan (excluding the amount of financial assistance under section 4261 of ERISA and the SFA to be received by the plan)? ii. Separately identify benefit payments described in § 4262.4(b)(1) (excluding the payments in (iii) below), for current retirees and beneficiaries, terminated vested participants not currently receiving benefits, currently active participants, and new entrants? iii. Separately identify benefit payments described in § 4262.4(b)(1) attributable to the reinstatement of benefits under § 4262.15 that were previously suspended through the SFA measurement date? iv. Separately identify administrative expenses expected to be paid using plan assets, excluding the amount owed PBGC under section 4261 of ERISA? d. For each plan year in the SFA coverage period, the projected investment income based on the interest rate in (a) above, and the projected fair market value of assets at the end of each plan year? e. The present value (using the interest rate identified in (a) above) as of the SFA measurement date of each of the separate items provided in (c)(i)-(iv) above? f. SFA amount determined as a lump sum as of the SFA measurement date?	Yes No	Yes	Template 4 Retirement Benefit Plan GCIU 13N REV.xlsx			Projections for special financial assistance (estimated income, benefit payments and expenses)	Template 4 Pension Plan Name where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.4 § 4262.8(a)(4)	Section C, Item 4
11.	Does the application include the plan's enrolled actuary's certification that the requested amount of SFA is the amount to which the plan is entitled under section 4262(j)(1) of ERISA and § 4262.4 of PBGC's SFA regulation, including identification of all assumptions and methods used, sources of participant data and census data, and other relevant information? This certification should be calculated reflecting any events and any mergers identified in § 4262.4(f).	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC E certs REV.pdf	2		Financial Assistance Application		§ 4262.4 § 4262.6(c) § 4262.8(a)(4)	Section E, Item 4
12.	Does the application include a detailed narrative description of the development of the assumed future contributions and assumed future withdrawal liability payments used to calculate the requested SFA amount?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmt REV.pdf	1	Future contributions are based upon assumptions used in the January 1, 2020 actuarial certification as well as	Financial Assistance Application		§ 4262.8(a)(6)	Section D, Item 5

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
13.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application identify which assumptions (if any) used in showing the plan's eligibility for SFA differ from those used in the most recent certification of plan status completed before 1/1/2021? If there are any assumption changes, does the application include detailed explanations and supporting rationale and information as to why using the identified assumptions is no longer reasonable and why the changed assumptions are reasonable? Enter N/A if the plan is not eligible under § 4262.3(a)(1) or § 4262.3(a)(3). Enter N/A if there are no such assumption changes.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.5 § 4262.8(b)(1)	Section D, Item 6.a.
14a.	Does the application identify which assumptions (if any) used to determine the requested SFA amount differ from those used in the most recent certification of plan status completed before 1/1/2021 (except for the interest rate, which is determined as required by § 4262.4(3)(1))? If there are any assumption changes, does the application include detailed explanations and supporting rationale and information as to why using the identified original assumptions is no longer reasonable and why the changed assumptions are reasonable? Does the application state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmt REV.pdf	2		Financial Assistance Application		§ 4262.5 § 4262.8(b)(1)	Section D, Item 6.b.
14b.	If a plan-specific mortality table is used for Checklist Item #14a, is supporting information provided that documents the methodology used and the rationale for selection of the methodology used to develop the plan-specific rates, as well as detailed information showing the determination of plan credibility and plan experience?	Yes No N/A	N/A				Financial Assistance Application		§ 4262.5 § 4262.8(b)(1)	Section D, Item 6.b.
15a.	Does the application include a certification from the plan sponsor with respect to the accuracy of the amount of the fair market value of assets as of the SFA measurement date? Does the certification reference and include information that substantiates the asset value and any projection of the assets to the SFA measurement date?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC E certs REV.pdf	3	Previously submitted	Financial Assistance Application		§ 4262.8(a)(4)(ii)	Section E, Item 5
15b.	Does the certification in Checklist Item #15a reference and include information that substantiates the asset value and any projection of the assets to the SFA measurement date?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC E certs REV.pdf		Trust statement as of measurement date previously provided	Financial Assistance Application		§ 4262.8(a)(4)(ii)	Section E, Item 5
16a.	Does the application include, for an eligible plan that implemented a suspension of benefits under section 305(e)(9) or section 4245(a) of ERISA, a narrative description of how the plan will reinstate the benefits that were previously suspended and a proposed schedule of payments (equal to the amount of benefits previously suspended) to participants and beneficiaries? Enter N/A for a plan that has not implemented a suspension of benefits.	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmt REV.pdf	2	Benefits suspended as a result of application of statutory guarantee level will be made-up in the form of lump-sum payments.	Financial Assistance Application		§ 4262.7(d) § 4262.15	Section D, Item 7 Section C, Item 4(c)(iii)
16b.	If Yes was entered for Checklist Item #16a, does the proposed schedule show the yearly aggregate amount and timing of such payments, and is it prepared assuming the effective date for reinstatement is the day after the SFA measurement date? Enter N/A for a plan that entered N/A for Checklist Item #16a.	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N SEC D Plan Stmt REV.pdf	2	Benefits suspended as a result of application of statutory guarantee level will be made-up in the form of lump-sum payments.	Financial Assistance Application		§ 4262.7(d) § 4262.15	Section D, Item 7 Section C, Item 4(c)(iii)

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
16c.	If the plan restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, does the proposed schedule reflect the amount and timing of payments of restored benefits and the effect of the restoration on the benefits remaining to be reinstated? Enter N/A for a plan that did not restore benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date. Also enter N/A for a plan that entered N/A for Checklist Items #16a and #16b.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.7(d) § 4262.15	Section D, Item 7 Section C, Item 4(c)(iii)
17.	If the SFA measurement date is later than the end of the plan year for the most recent plan financial statements, does the application include a reconciliation of the fair market value of assets from the date of the most recent plan financial statements to the SFA measurement date, showing beginning and ending fair market value of assets, contributions, withdrawal liability payments, benefits paid, administrative expenses, and investment income? Enter N/A if the SFA measurement date is not later than the end of the plan year for the most recent plan financial statements.	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N MVA Reconciliation.xlsx		Previously submitted	Financial Assistance Application		§ 4262.8(a)(4)(ii)	Section D, Item 8
18.	Does the application include the most recent plan document or restatement of the plan document and all amendments adopted since the last restatement (if any)?	Yes No	Yes	Retirement Benefit Plan GCIU 13N.pdf; Retirement Benefit Plan GCIU 13N executed Plan amends.pdf		Filed with PBGC on 12/21/2018	Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(1)	Section B, Item 1(a)
19.	Does the application include a copy of the executed plan amendment required by section 4262.6(e)(1) of PBGC's special financial assistance regulation?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC B PlanDocuments REV.pdf	1		Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(1) § 4262.6(e)(1)	Section B, Item 1(c)
20.	Does the application include the most recent trust agreement or restatement of the trust agreement, and all amendments adopted since the last restatement (if any)?	Yes No	Yes	Retirement Benefit Plan GCIU 13N SEC B PlanDocuments REV.pdf	2	Previously submitted	Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(3)	Section B, Item 1(b)
21.	In the case of a plan that suspended benefits under section 305(e)(9) or section 4245 of ERISA, does the application include a copy of the proposed plan amendment required by § 4262.6(e)(2) and a certification from the plan sponsor that it will be timely executed? Enter N/A if there was no suspension of benefits.	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N SEC B PlanDocuments REV.pdf; Retirement Benefit Plan GCIU 13N SEC E certs REV.pdf (pg 4, timely adopted)	16		Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(2) § 4262.6(e)(2)	Section B, Item 1(d)
22.	In the case of a plan that was partitioned under section 4233 of ERISA, does the application include a statement that the plan was partitioned under section 4233 of ERISA and a copy of the amendment required by § 4262.9(c)(2)? Enter N/A if the plan was not partitioned.	Yes No N/A	N/A				Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(1) § 4262.9(b)(2)	Section B, Item 1(e)
23.	Does the application include the most recent IRS determination letter? Enter N/A if the plan does not have a determination letter.	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N Determination Letter.pdf		Previously submitted	Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(3)	Section B, Item 1(f)
24.	Does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the application filing date?	Yes No	Yes	2018AVR Retirement Benefit Plan GCIU 13N FINAL.pdf, 2019AVR Retirement Benefit Plan GCIU 13N FINAL.pdf, 2020AVR Retirement Benefit Plan GCIU		Three (3) AVA reports are provided. Previously submitted	Most recent actuarial valuation for the plan	YYYYAVR Pension Plan Name, where "YYYY" is plan year and "Pension Plan Name" is abbreviated version of the plan name	§ 4262.7(e)(5)	Section B, Item 2
25a.	Does the application include the most recent rehabilitation plan (or funding improvement plan, if applicable), including all subsequent amendments and updates, and the percentage of total contributions received under each schedule of the rehabilitation plan or funding improvement plan for the most recent plan year available?	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N Rehabilitation.pdf		Filed with PBGC on 12/21/2018	Rehabilitation plan (or funding improvement plan, if applicable)		§ 4262.7(e)(6)	Section B, Item 3
25b.	If the most recent rehabilitation plan does not include historical documentation of rehabilitation plan changes (if any) that occurred in calendar year 2020 and later, does the application include a supplemental document with these details?	Yes No N/A	N/A				Rehabilitation plan (or funding improvement plan, if applicable)		§ 4262.7(e)(6)	Section B, Item 3

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
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Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
26.	Does the application include the plan's most recent Form 5500 (Annual Return/Report of Employee Benefit Plan) and all schedules and attachments (including the audited financial statement)?	Yes No	Yes	2018Form5500 Retirement Benefit Plan GCIU 13N FINAL.pdf, 2019Form5500 Retirement Benefit Plan GCIU 13N FINAL.pdf		Two (2) Form 5500 filings. Previously submitted	Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Pension Plan Name, where "YYYY" is the plan year and "Pension Plan Name" is abbreviated version of the plan name.	§ 4262.7(e)(7)	Section B, Item 4
27a.	Does the application include the plan actuary's certification of plan status ("zone certification") for the 2018 plan year and each subsequent annual certification completed before the application filing date? Enter N/A if the plan does not have to provide certifications for any requested plan year.	Yes No N/A	Yes	2018Zone20180329 Retirement Benefit Plan GCIU 13N FINAL.pdf, 2019Zone20190330 Retirement Benefit Plan GCIU 13N FINAL.pdf, 2020Zone20200330 Retirement Benefit Plan GCIU 13N FINAL.pdf, 2021Zone20210331 Retirement Benefit Plan GCIU 13N FINAL.pdf		Four (4) Zone Certifications are provided. Previously submitted	Zone certification	YYYYZoneYYYYMDD Pension Plan Name, where the first "YYYY" is the applicable plan year, and "YYYYMDD" is the date the certification was prepared. "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.7(e)(8)	Section B, Item 5
27b.	Does the application include documentation for all certifications that clearly identifies all assumptions used including the interest rate used for funding standard account purposes? Enter N/A if the plan entered N/A for Checklist Item #27a.	Yes No N/A	Yes				Zone certification		§ 4262.7(e)(8)	Section B, Item 5
27c.	For a certification of critical and declining status, does the application include the required plan-year-by-plan-year projection (showing the items identified in Section B, Item 5(a) through 5(f) of the SFA Instructions) demonstrating the plan year that the plan is projected to become insolvent? Enter N/A if the plan entered N/A for Checklist Item #27a or if the application does not include a certification of critical and declining status.	Yes No N/A	Yes	2018 Zone Certification Year by Year Retirement Benefit Plan GCIU 13N FINAL.xlsx, 2019 Zone Certification Year by Year Retirement Benefit Plan GCIU 13N FINAL.xlsx		Plan insolvent April 1, 2019; reviously submitted	Zone certification		§ 4262.7(e)(8)	Section B, Item 5
28.	Does the application include the most recent account statements for all of the plan's cash and investment accounts? Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	N/A			Previously submitted to PBGC on 09/2021	Bank/Asset statements for all cash and investment accounts		§ 4262.7(e)(9)	Section B, Item 6
29.	Does the application include the most recent plan financial statement (audited, or unaudited if audited is not available)? Insolvent plans may enter N/A, and identify in the Plan Comments that this information was previously submitted to PBGC and the date submitted.	Yes No N/A	N/A			Previously submitted to PBGC on 09/2021	Plan's most recent financial statement (audited, or unaudited if audited not available)		§ 4262.7(e)(10)	Section B, Item 7
30.	Does the application include all of the plan's written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability?	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N.pdf, Retirement Benefit Plan GCIU 13N executed Plan amends.pdf		Plan document Section 10.06 (Filed with PBGC on 12/21/2018)	Pension plan documents, all versions available, and all amendments signed and dated		§ 4262.7(e)(12)	Section B, Item 8
31.	Does the application include information required to enable the plan to receive electronic transfer of funds, if the SFA application is approved? See SFA Instructions, Section B, Item 9.	Yes No N/A	Yes	Retirement Benefit Plan GCIU 13N SEC B PlanDocuments REV.pdf	18	Previously submitted	Other		§ 4262.7(e)(11)	Section B, Item 9
32.	Does the application include the plan's projection of expected benefit payments as reported in response to line 8b(1) on the Form 5500 Schedule MB for plan years 2018 through the last year the Form 5500 was filed before the application submission date? Enter N/A if the plan is not required to respond Yes to line 8b(1) on the Form 5500 Schedule MB. See Template 1.	Yes No N/A	Yes	Template 1 Retirement Benefit Plan GCIU 13N.xlsx		Previously submitted	Financial assistance spreadsheet (template)	Template 1 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(1)	Section C, Item 1

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
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33.	If the plan was required to enter 10,000 or more participants on line 6f of the most recently filed Form 5500, does the application include a current listing of the 15 largest contributing employers (the employers with the largest contribution amounts) and the amount of contributions paid by each employer during the most recently completed plan year (without regard to whether a contribution was made on account of a year other than the most recently completed plan year)? If this information is required, it is required for the 15 largest contributing employers even if the employer's contribution is less than 5% of total contributions. Enter N/A if the plan is not required to provide this information. See Template 2.	Yes No N/A	N/A				Contributing employers	Template 2 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(2)	Section C, Item 2
34.	Does the application include for each of the most recent 10 plan years immediately preceding the application filing date, the history of total contributions, total contribution base units (including identification of the unit used), average contribution rates, and number of active participants at the beginning of each plan year? Does the history separately show for each of the most recent 10 plan years immediately preceding the application filing date all other sources of non-investment income such as withdrawal liability payments collected, reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and other identifiable sources of contributions? See Template 3.	Yes No	Yes	Template 3 Retirement Benefit Plan GCIU 13N.xlsx		Previously submitted	Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(3)	Section C, Item 3
35.	Does the application include a separate deterministic projection ("Baseline") in the same format as Checklist Item #10 that shows the amount of SFA that would be determined if the assumptions used are the same as those used in the most recent actuarial certification of plan status completed before January 1, 2021 ("pre-2021 certification of plan status"), excluding the plan's interest rate which should be the same as used for determining the SFA amount and excluding the CBU assumption and administrative expenses assumption which should reflect the changed assumptions consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions)? Enter N/A if this item is not required because all assumptions used (except the interest rate, CBU assumption and administrative expenses assumption) to determine the requested SFA amount are identical to those used in the pre-2021 certification of plan status and if the changed assumptions for CBUs and administrative expenses are consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions. https://www.pbgc.gov/sites/default/files/sfa/SFA-Assumptions-Guidance.pdf See Template 5.	Yes No N/A	Yes	Template 5 Retirement Benefit Plan GCIU 13N REV.xlsx			Financial assistance spreadsheet (template)	Template 5 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(2)	Section C, Item 5
36.	Does the application include a reconciliation of the change in the total amount of requested SFA due to each change in assumption from the Baseline to the requested SFA amount? Does the application include a deterministic projection and other information for each assumption change, in the same format as for Checklist Item #10? Enter N/A if this item is not required because all assumptions used (except the interest rate, CBU assumption and administrative expenses assumption) to determine the requested SFA amount are identical to those used in the pre-2021 certification of plan status and if the changed assumptions for CBUs and administrative expenses are consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions, or if the requested SFA amount in Checklist Item #10 is the same as the amount shown in the Baseline details of Checklist Item #32. See Template 6.	Yes No N/A	N/A				Financial assistance spreadsheet (template)	Template 6 Pension Plan Name , where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(3)	Section C, Item 6

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
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Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
37a.	For plans eligible for SFA under § 4262.3(a)(1) or § 4262.3(a)(3), does the application include a table identifying which assumptions used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status? Enter N/A if the plan is eligible for SFA under § 4262.3(a)(2) or § 4262.3(a)(4) or if the plan is eligible based on a certification of plan status completed before 1/1/2021. Also enter N/A if the plan is eligible based on a certification of plan status completed after 12/31/2020 but that reflects the same assumptions as those in the pre-2021 certification of plan status. See Template 7.	Yes No N/A	N/A				Financial assistance spreadsheet (template)	Template 7 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(1)	Section C, Item 7(a)
37b.	Does Checklist Item #37a include brief explanations as to why using those assumptions is no longer reasonable and why the changed assumptions are reasonable? This should be an abbreviated version of information provided in Checklist Item #13. Enter N/A if the plan entered N/A for Checklist Item #37a. See Template 7.	Yes No N/A	N/A				Financial assistance spreadsheet (template)	Template 7 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(1)	Section C, Item 7(a)
38.	Does the application include a table identifying which assumptions differ from those used in the pre-2021 certification of plan status (except the interest rate used to determine SFA)? Does this item include brief explanations as to why using those original assumptions is no longer reasonable and why the changed assumptions are reasonable? Does the application state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions? This should be an abbreviated version of information provided in Checklist Items #14a-b. See Template 7.	Yes No N/A	Yes	Template 7 Retirement Benefit Plan GCIU 13N REV.xlsx			Financial assistance spreadsheet (template)	Template 7 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(b)(1)	Section C, Item 7(b)
39a.	Does the application include details of the projected contributions and withdrawal liability payments used to calculate the requested SFA amount, including total contributions, contribution base units (including identification of base unit used), average contribution rate(s), reciprocity contributions (if applicable), additional contributions from the rehabilitation plan (if applicable), and any other identifiable contribution streams? See Template 8.	Yes No	Yes	Template 8 Retirement Benefit Plan GCIU 13N.xlsx		Previously submitted	Financial assistance spreadsheet (template)	Template 8 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(5)	Section C, Item 8
39b.	Does the application separately show the amounts of projected withdrawal liability payments for employers that are currently withdrawn at the application filing date, and assumed future withdrawals? Does the application also provide the projected number of active participants at the beginning of each plan year? See Template 8.	Yes No	Yes	Template 8 Retirement Benefit Plan GCIU 13N.xlsx		Previously submitted	Financial assistance spreadsheet (template)	Template 8 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(5)	Section C, Item 8
39c.	Does the application also provide the projected number of active participants at the beginning of each plan year? See Template 8.	Yes No	Yes	Template 8 Retirement Benefit Plan GCIU 13N.xlsx		Previously submitted	Financial assistance spreadsheet (template)	Template 8 Pension Plan Name, where "Pension Plan Name" is an abbreviated version of the plan name.	§ 4262.8(a)(5)	Section C, Item 8
Supplemental Information for Certain Events under § 4262.4(f) - Applicable to Any Events in § 4262.4(f)(2) through (f)(4) and Any Mergers in § 4262.4(f)(1)(ii)										
40a.	Does the application include a narrative description of any event and any merger, including relevant supporting documents which may include plan amendments, collective bargaining agreements, actuarial certifications related to a transfer or merger, or other relevant materials? Enter N/A if the plan has not experienced an event or merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
40b.	For a transfer or merger event, does the application include identifying information for all plans involved including plan name, EIN and plan number, and the date of the transfer or merger? Enter N/A if the plan has not experienced a transfer or merger event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----
 Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
41a.	Does the narrative description in the application identify the amount of SFA reflecting any event, the amount of SFA determined as if the event had not occurred, and confirmation that the requested SFA provided in Checklist Item #1 is no greater than the amount that would have been determined if the event had not occurred, unless the event is a contribution rate reduction and such event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the plan has not experienced any event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
41b.	For a merger, is the determination of SFA as if the event had not occurred equal to the sum of the amount that would be determined for this plan and each plan merged into this plan (each as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #41a. Enter N/A if the event described in Checklist Item #41a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
42a.	Does the application include a supplemental version of Checklist Item #6 that shows the determination of SFA eligibility as if any events had not occurred? Enter N/A if the plan has not experienced any event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
42b.	For any merger, does this item include demonstrations of SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #42a. Enter N/A if the event described in Checklist Item #42a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
43a.	Does the application include a supplemental certification from the plan's enrolled actuary with respect to the plan's SFA eligibility (see Checklist Item #7), but with eligibility determined as if any events had not occurred? Enter N/A if the plan has not experienced any event.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
43b.	For any merger, does the application include supplemental certifications of the SFA eligibility for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #43a. Also enter N/A if the event described in Checklist Item #43a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
44a.	Does the application include a supplemental version of Checklist Item #10 that shows the determination of the SFA amount as if any events had not occurred? See Template 4. Enter N/A if the plan has not experienced any events.	Yes No N/A	N/A				Projections for special financial assistance (estimated income, benefit payments and expenses)	For supplemental submission due to any event: <i>Template 4 Pension Plan Name Supp</i> where "Pension Plan Name" is an abbreviated version of the plan name. For a supplemental submission due to a merger, <i>Template 4 Pension Plan Name Merged</i> , where "Pension Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----

Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
44b.	For any merger, does the application show the SFA determination for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? See Template 4. Enter N/A if the plan entered N/A for Checklist Item #44a. Also enter N/A if the event described in Checklist Item #44a was not a merger.	Yes No N/A	N/A				Projections for special financial assistance (estimated income, benefit payments and expenses)	For a supplemental submission due to a merger, <i>Template 4 Pension Plan Name Merged</i> , where "Pension Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C
45a.	Does the application include a supplemental certification from the plan's enrolled actuary with respect to the plan's SFA amount (see Checklist Item #11), but with the SFA amount determined as if any events had not occurred? Enter N/A if the plan has not experienced any events.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
45b.	Does this certification clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information? Enter N/A if the plan entered N/A for Checklist Item #45a.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
45c.	For any merger, does the application include supplemental certifications of the SFA amount determined for this plan and for each plan merged into this plan (each of these determined as if they were still separate plans)? Enter N/A if the plan entered N/A for Checklist Item #45a. Also enter N/A if the event described in Checklist Item #45a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
45d.	For any merger, do the certifications clearly identify all assumptions and methods used, sources of participant data and census data, and other relevant information? Enter N/A if the plan entered N/A for Checklist Item #45a. Enter N/A if the event described in Checklist Item #45a was not a merger.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
46a.	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a detailed demonstration that shows that the event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D
46b.	Does this demonstration also identify all assumptions used, supporting rationale for the assumptions and other relevant information? Enter N/A if the plan entered N/A for Checklist Item #46a.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section D

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----
 Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
47a.	If the event is a contribution rate reduction and the amount of requested SFA is not limited to the amount of SFA determined as if the event had not occurred, does the application include a certification from the plan's enrolled actuary (or, if appropriate, from the plan sponsor) with respect to the demonstration to support a finding that the event lessens the risk of loss to plan participants and beneficiaries? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E
47b.	Does this demonstration also identify all assumptions used, supporting rationale for the assumptions and other relevant information? Enter N/A if the event is not a contribution rate reduction, or if the event is a contribution rate reduction but the requested SFA is limited to the amount of SFA determined as if the event had not occurred.	Yes No N/A	N/A				Financial Assistance Application		§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section E

Supplemental Information for Certain Events under § 4262.4(f) - Applicable Only to Any Mergers in § 4262.4(f)(1)(ii)

Plans that have experienced mergers identified in § 4262.4(f)(1)(ii) must complete Checklist Items #48 through #60. If you are required to complete Checklist Items #48 through #60, your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #48 through #60. All other plans should not provide any responses for Checklist Items #48 through #60.

48.	In addition to the information provided with Checklist Item #18, does the application also include similar plan documents and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #18 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
49.	In addition to the information provided with Checklist Item #20, does the application also include similar trust agreements and amendments for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #20 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
50.	In addition to the information provided with Checklist Item #23, does the application also include the most recent IRS determination for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if the plan does not have a determination letter.	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #23 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
51.	In addition to the information provided with Checklist Item #24, for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii), does the application include the actuarial valuation report for the 2018 plan year and each subsequent actuarial valuation report completed before the application filing date?	Yes No N/A				Identify here how many reports are provided.	Most recent actuarial valuation for the plan	YYYYAVR Pension Plan Name Merged, where "YYYY" is plan year and "Pension Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
52.	In addition to the information provided with Checklist Item #25, does the application include similar rehabilitation plan information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Rehabilitation plan (or funding improvement plan, if applicable)	Use same naming convention as for Checklist Item #25 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B

Application to PBGC for Special Financial Assistance (SFA)

v20210708p

APPLICATION CHECKLIST

Plan name:	Retirement Benefit Plan of GCIU Detroit Newspaper Union 13N with Detroit Area Newspaper Publishers
EIN:	38-2131072
PN:	001
SFA Amount Requested:	\$103,855,852.00
Your application will be considered incomplete if No is entered as a Plan Response for any of Checklist Items #1 through #47.	

-----Filers provide responses here for each Checklist Item:-----
 Explain all N/A responses. Provide comments where noted. Also add any other optional explanatory comments.

Checklist Item #		Response Options	Plan Response	Name of File(s) Uploaded	Page Number Reference(s)	Plan Comments	Upload as Document Type	Requested File Naming (if applicable)	SFA Regulation Reference	SFA Filing Instructions Reference
53.	In addition to the information provided with Checklist Item #26, does the application include similar Form 5500 information for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Latest annual return/report of employee benefit plan (Form 5500)	YYYYForm5500 Pension Plan Name Merged, where "YYYY" is the plan year and "Pension Plan Name Merged" is abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
54.	In addition to the information provided with Checklist Item #27, does the application include similar certifications of plan status for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A				Identify how many zone certifications are provided.	Zone certification	YYYYZoneYYYYMMDD Pension Plan Name Merged, where the first "YYYY" is the applicable plan year, and "YYYYMMDD" is the date the certification was prepared. "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
55.	In addition to the information provided with Checklist Item #28, does the application include the most recent cash and investment account statements for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Bank/Asset statements for all cash and investment accounts	Use same naming convention as for Checklist Item #28 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
56.	In addition to the information provided with Checklist Item #29, does the application include the most recent plan financial statement (audited, or unaudited if audited is not available) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Plan's most recent financial statement (audited, or unaudited if audited not available)	Use same naming convention as for Checklist Item #29 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
57.	In addition to the information provided with Checklist Item #30, does the application include all of the written policies and procedures governing the plan's determination, assessment, collection, settlement, and payment of withdrawal liability for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)?	Yes No N/A					Pension plan documents, all versions available, and all amendments signed and dated	Use same naming convention as for Checklist Item #30 but with abbreviated plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section B
58.	In addition to the information provided with Checklist Item #32, does the application include the same information in the format of Template 1 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if each plan that fully merged into this plan is not required to respond Yes to line 8b(1) on the most recently filed Form 5500 Schedule MB.	Yes No N/A					Financial assistance spreadsheet (template)	Template 1 Pension Plan Name Merged, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C
59.	In addition to the information provided with Checklist Item #33, does the application include the same information in the format of Template 2 (if required based on the participant threshold) for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)(ii)? Enter N/A if each plan that merged into this plan has less than 10,000 participants on line 6f of the most recently filed Form 5500.	Yes No N/A					Contributing employers	Template 2 Pension Plan Name Merged, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C
60.	In addition to the information provided with Checklist Item #34, does the application include similar information in the format of Template 3 for each plan that merged into this plan due to a merger described in § 4262.4(f)(1)?	Yes No					Historical Plan Financial Information (CBUs, contribution rates, contribution amounts, withdrawal liability payments)	Template 3 Pension Plan Name Merged, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the plan merged into this plan.	§ 4262.4(f) § 4262.8(c)	Addendum A for Certain Events, Section C

TEMPLATE 4
SFA Determination

v20210706p

File name: *Template 4 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

For supplemental submission due to a merger under § 4262.4(f)(1)(ii): *Template 4 Pension Plan Name Merged*, where "Pension Plan Name Merged" is an abbreviated version of the plan name for the separate plan involved in the merger.

For supplemental submission due to certain events with limitations under § 4262.4(f)(1)(i): *Template 4 Pension Plan Name Supp*, where "Pension Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item 4 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Provide information used to determine the amount of requested SFA for the plan based on a deterministic projection and using the actuarial assumptions as described in § 4262.4 of PBGC's special financial assistance regulation. The information to be provided is:

NOTE: All items below are provided on sheet '4-3 SFA Details' unless otherwise noted.

- a. Interest rate used (the "SFA interest rate"), including supporting details on how it was determined. If such interest rate is the limit described in section 4262(e)(3) of ERISA, identify the month selected by the plan to determine the third segment rate used to calculate the limit. [*Sheet: 4-1 SFA Interest Rate*]
- b. Fair market value of assets on the last day of the calendar quarter immediately preceding the date the application is filed (the "SFA measurement date").
- c. For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"):
 - i. Separately identify the projected amount of contributions, projected withdrawal liability payments, and other payments expected to be made to the plan (excluding the amount of financial assistance under section 4261 of ERISA and SFA to be received by the plan).
 - ii. Separately identify benefit payments described in § 4262.4(b)(1) of PBGC's special assistance regulation (excluding the payments in (c)(iii) below) for current retirees and beneficiaries, terminated vested participants not currently receiving benefits, currently active participants and new entrants. [*Sheet: 4-2 SFA Ben Pmts*]
 - iii. Separately identify payments described in § 4262.4(b)(1) of PBGC's special financial assistance regulation attributable to the reinstatement of benefits under § 4262.15 that were previously suspended through the SFA measurement date. [Also see applicable examples in Section C, Item 4(c)(iii) of the SFA instructions.]
 - iv. Separately identify administrative expenses expected to be paid using plan assets, excluding the amount owed PBGC under section 4261 of ERISA.
- d. For each plan year in the SFA coverage period, the projected investment income based on the interest rate in (a) above, and the projected fair market value of plan assets at the end of each plan year.
- e. The present value (using the interest rate identified in (a) above) as of the SFA measurement date of each of the separately provided items in (c)(i)-(iv) above.

f. SFA amount determined as a lump sum as of the SFA measurement date. As described in § 4262.4(a) of PBGC's special financial assistance regulation, this amount equals the excess (if any) of the SFA-eligible plan obligations (the present value of the items in (c)(ii) through (c)(iv)) over the SFA-eligible plan resources (item (b) plus the present value of the items in (c)(i)).

Additional instructions for each individual worksheet:

Sheet

4-1 SFA Determination - SFA Interest Rate

See instructions on 4-1 SFA Interest Rate.

4-2 SFA Determination - SFA Benefit Payments

On this sheet, you will provide:

- Basic plan information (plan name, EIN/PN, SFA measurement date, SFA interest rate),
- Year-by-year deterministic projection of benefit payments, and
- Present values as of the SFA measurement date, using the SFA interest rate.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), separately identify benefit payments described in § 4262.4(b)(1) of PBGC's special assistance regulation for current retirees and beneficiaries, terminated vested participants not currently receiving benefits, currently active participants and new entrants. On this Sheet 4-2, show all benefit payments as positive amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245 of ERISA, the benefit payments in this Sheet 4-2 projection should reflect prospective reinstatement of benefits assuming such reinstatements commence as of the SFA measurement date. If the plan restored or partially restored benefits under 26 CFR 1.432(e)(9)-1(e)(3) before the SFA measurement date, the benefit payments in this Sheet 4-2 should reflect fully restored prospective benefits.

Benefit payments to be paid to participants to restore previously suspended benefits should not be included on this Sheet 4-2, and are separately shown on Sheet 4-3 in the Column (7). All reinstatement of benefits should be shown assuming such reinstatements are paid beginning as of the SFA measurement date (or on the SFA measurement date, for lump sum reinstatement of prior suspended benefits).

Provide the present value as of the SFA measurement date of each separate set of benefit payments, using the limited SFA interest rate from Sheet 4-1. On this sheet, show the present values as positive amounts.

Except for the first row in the projection exhibit below, each row must include the full plan year of the indicated information up to the plan year ending in 2051. This first row may be less than a full plan year of information. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

4-3 SFA Determination - SFA Details

On this sheet, you will provide:

--Basic plan information (plan name, EIN/PN, SFA measurement date, SFA interest rate),

--Year-by-year deterministic projection, and

--Present values as of the SFA measurement date, using the SFA interest rate.

For each plan year in the period beginning on the SFA measurement date and ending on the last day of the last plan year ending in 2051 (the "SFA coverage period"), provide each of the items requested in Columns (1) through (10). Show payments INTO the plan as positive amounts and payments OUT of the plan as negative amounts.

If the plan has suspended benefit payments under sections 305(e)(9) or 4245 of ERISA, Column (7) should show the benefit payments to be made to restore the past benefits that have been suspended. These amounts should be determined as if such reinstatements are paid beginning as of the SFA measurement date. If the plan sponsor elects to pay these amounts as a lump sum, then the lump sum amount is assumed paid as of the SFA measurement date. If the plan sponsor decides to make payments over 60 months, the first monthly payment is assumed paid on the first regular payment date on or after the SFA measurement date. See the examples in the SFA Instructions. If the reinstatement is paid over 60 months, each row in the projection should reflect the monthly payments for that period. The prospective reinstatement of suspended benefits is included in Column (6); Column (7) is only for reinstatement of past benefits that were suspended.

Provide the present values as of the SFA measurement date of each of the projections in Columns (3) through (8), using the limited SFA interest rate from Sheet 4-1. Show the present values as the same sign (positive or negative) as the projected amounts (e.g., benefit payments are negative on this Sheet 4-3, and the present value of benefit payments should also be negative).

Except for the first row in the projection exhibit, each row must include the full plan year of the indicated information up to the plan year ending in 2051. This first row may be less than a full plan year of information. The first row in the projection period is for the period beginning on the SFA measurement date and ending on the last day of the plan year containing the SFA measurement date. For all other periods, provide the full plan year of information up to the plan year ending in 2051.

TEMPLATE 4 - Sheet 4-1
SFA Determination - Interest Rate

v20210706p

Provide the SFA interest rate used, including supporting details on how it was determined.

PLAN INFORMATION

Abbreviated Plan Name:	Retirement Benefit Plan GCIU 13N	
EIN:	38-2131072	
PN:	001	
Application Submission Date:	12/21/2021	
SFA measurement date:	06/30/2021	
Last day of first plan year ending after the measurement date:	12/31/2021	

Last day of the calendar quarter immediately preceding the application submission date.

SFA Interest Rate Used	5.00%
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Input amount used in determination of SFA.

Development of interest rate limit:

Plan Interest Rate:	5.00%
Month used for interest rate (<i>month in which application is filed or the 3 preceding months</i>):	June
3rd Segment Rate as of applicable date (<i>Section 303(h)(2)(C)(iii) - disregarding modifications made under clause (iv) of such section</i>):	3.32%
Interest Rate Limit (<i>3rd Segment rate plus 200 basis points</i>):	5.32%

Interest rate used for the funding standard account projections in the plan's most recently completed certification of plan status before 1/1/2021.

Month is selected by the plan sponsor.

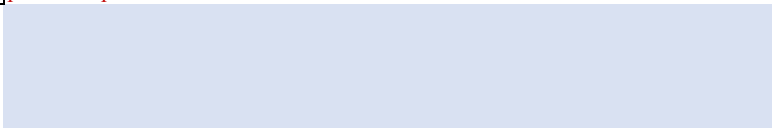
<https://www.irs.gov/retirement-plans/minimum-present-value-segment-rates>

This amount is calculated based on the other information entered.

SFA Interest Rate Calculation (<i>Lesser of Plan Interest Rate and Interest Rate Limit</i>):	5.00%
SFA Interest Rate Match Check:	Match

This amount is calculated based on the other information entered.

If the SFA Interest Rate Calculation is not equal to the SFA Interest Rate Used, provide explanation below.



TEMPLATE 4 - Sheet 4-2
SFA Determination - Benefit Payments

v20210706p

See Supplemental Instructions for Sheet 4-2 on Template 4 Instructions.

PLAN INFORMATION

Abbreviated Plan Name:	Retirement Benefit Plan GCIU 13N
EIN:	38-2131072
PN:	001
SFA Measurement Date:	06/30/2021
SFA Interest Rate:	5.00%

On this Sheet 4-2, show all benefit payment amounts and present values as positive amounts.

PRESENT VALUE as of the Measurement Date of Projected Benefit Payments for:

Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total
\$70,630,632	\$23,501,064	\$33,259	\$0	\$94,164,955

PROJECTED BENEFIT PAYMENTS for:

Plan Year Start Date	Plan Year End Date	Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total
06/30/2021	12/31/2021	\$3,624,983	\$523,888	\$0	\$0	\$4,148,871
01/01/2022	12/31/2022	\$7,030,785	\$1,184,517	\$0	\$0	\$8,215,302
01/01/2023	12/31/2023	\$6,805,390	\$1,303,811	\$0	\$0	\$8,109,201
01/01/2024	12/31/2024	\$6,574,737	\$1,524,770	\$38,423	\$0	\$8,137,930
01/01/2025	12/31/2025	\$6,376,359	\$1,594,090	\$0	\$0	\$7,970,449
01/01/2026	12/31/2026	\$6,134,643	\$1,598,958	\$0	\$0	\$7,733,601
01/01/2027	12/31/2027	\$5,888,280	\$1,584,339	\$0	\$0	\$7,472,619
01/01/2028	12/31/2028	\$5,637,468	\$1,638,828	\$0	\$0	\$7,276,296
01/01/2029	12/31/2029	\$5,382,340	\$1,738,537	\$0	\$0	\$7,120,877
01/01/2030	12/31/2030	\$5,123,065	\$1,764,180	\$0	\$0	\$6,887,245
01/01/2031	12/31/2031	\$4,859,877	\$1,736,913	\$0	\$0	\$6,596,790
01/01/2032	12/31/2032	\$4,593,117	\$1,740,766	\$0	\$0	\$6,333,883
01/01/2033	12/31/2033	\$4,323,317	\$1,747,412	\$0	\$0	\$6,070,729
01/01/2034	12/31/2034	\$4,051,259	\$1,771,488	\$0	\$0	\$5,822,747
01/01/2035	12/31/2035	\$3,777,970	\$1,735,722	\$0	\$0	\$5,513,692
01/01/2036	12/31/2036	\$3,504,691	\$1,676,873	\$0	\$0	\$5,181,564
01/01/2037	12/31/2037	\$3,232,862	\$1,648,994	\$0	\$0	\$4,881,856
01/01/2038	12/31/2038	\$2,964,086	\$1,637,365	\$0	\$0	\$4,601,451
01/01/2039	12/31/2039	\$2,700,103	\$1,572,607	\$0	\$0	\$4,272,710
01/01/2040	12/31/2040	\$2,442,778	\$1,506,371	\$0	\$0	\$3,949,149
01/01/2041	12/31/2041	\$2,194,032	\$1,438,770	\$0	\$0	\$3,632,802
01/01/2042	12/31/2042	\$1,955,731	\$1,369,959	\$0	\$0	\$3,325,690
01/01/2043	12/31/2043	\$1,729,598	\$1,300,122	\$0	\$0	\$3,029,720
01/01/2044	12/31/2044	\$1,517,120	\$1,229,463	\$0	\$0	\$2,746,583
01/01/2045	12/31/2045	\$1,319,521	\$1,158,200	\$0	\$0	\$2,477,721
01/01/2046	12/31/2046	\$1,137,713	\$1,086,564	\$0	\$0	\$2,224,277
01/01/2047	12/31/2047	\$972,237	\$1,014,815	\$0	\$0	\$1,987,052
01/01/2048	12/31/2048	\$823,266	\$943,224	\$0	\$0	\$1,766,490
01/01/2049	12/31/2049	\$690,642	\$872,096	\$0	\$0	\$1,562,738
01/01/2050	12/31/2050	\$573,897	\$801,813	\$0	\$0	\$1,375,710
01/01/2051	12/31/2051	\$472,318	\$732,820	\$0	\$0	\$1,205,138

TEMPLATE 4 - Sheet 4-3

v20210706p

SFA Determination - Details

See Supplemental Instructions for Sheet 4-3 on Template 4 Instructions.

PLAN INFORMATION

Abbreviated Plan Name:	Retirement Benefit Plan GCIU 13N
EIN:	38-2131072
PN:	001
SFA Measurement Date:	06/30/2021
SFA Interest Rate:	5.00%

PRESENT VALUE as of the SFA Measurement Date of Projected Amounts for:								
(1)	(2)	PV of (3)	PV of (4)	PV of (5)	PV of (6)	PV of (7)	PV of (8)	
Fair Market Value as of the SFA Measurement Date	SFA Amount as of the SFA Measurement Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4-2)	Benefit Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(1)+(2)+Sum of PV of (3) through PV of (8) [NOTE: This amount should be \$0]
\$1,295,794	\$103,855,852	\$214	\$0	\$0	(\$94,164,955)	(\$7,851,201)	(\$3,135,704)	\$0

Show payments INTO the plan as positive, and payments OUT of the plan as negative, so that the sum of (1) through (9) equals (10).

Plan Year Start Date	Plan Year End Date	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Fair Market Value of Assets at Beginning of Plan Year	SFA Amount as of the SFA Measurement Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4-2)	Benefit Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Investment Income Based on SFA Interest Rate	Fair Market Value of Assets at End of Plan Year
06/30/2021	12/31/2021	\$1,295,794	\$103,855,852	\$46	\$0	\$0	-\$4,148,871	-\$7,851,201	-\$81,561	\$2,342,379	\$95,412,438
01/01/2022	12/31/2022	\$95,412,438		\$91	\$0	\$0	-\$8,215,302	\$0	-\$149,216	\$4,546,931	\$91,594,942
01/01/2023	12/31/2023	\$91,594,942		\$90	\$0	\$0	-\$8,109,201	\$0	-\$153,154	\$4,358,800	\$87,691,477
01/01/2024	12/31/2024	\$87,691,477		\$0	\$0	\$0	-\$8,137,930	\$0	-\$157,142	\$4,162,757	\$83,559,162
01/01/2025	12/31/2025	\$83,559,162		\$0	\$0	\$0	-\$7,970,449	\$0	-\$161,215	\$3,960,526	\$79,388,024
01/01/2026	12/31/2026	\$79,388,024		\$0	\$0	\$0	-\$7,733,601	\$0	-\$165,379	\$3,758,209	\$75,247,252
01/01/2027	12/31/2027	\$75,247,252		\$0	\$0	\$0	-\$7,472,619	\$0	-\$169,635	\$3,558,054	\$71,163,053
01/01/2028	12/31/2028	\$71,163,053		\$0	\$0	\$0	-\$7,276,296	\$0	-\$174,438	\$3,358,983	\$67,071,302
01/01/2029	12/31/2029	\$67,071,302		\$0	\$0	\$0	-\$7,120,877	\$0	-\$178,835	\$3,158,449	\$62,930,039
01/01/2030	12/31/2030	\$62,930,039		\$0	\$0	\$0	-\$6,887,245	\$0	-\$183,376	\$2,957,531	\$58,816,949
01/01/2031	12/31/2031	\$58,816,949		\$0	\$0	\$0	-\$6,596,790	\$0	-\$191,966	\$2,759,443	\$54,787,636
01/01/2032	12/31/2032	\$54,787,636		\$0	\$0	\$0	-\$6,333,883	\$0	-\$196,927	\$2,564,895	\$50,821,721
01/01/2033	12/31/2033	\$50,821,721		\$0	\$0	\$0	-\$6,070,729	\$0	-\$201,556	\$2,373,533	\$46,922,969
01/01/2034	12/31/2034	\$46,922,969		\$0	\$0	\$0	-\$5,822,747	\$0	-\$206,702	\$2,185,109	\$43,078,629
01/01/2035	12/31/2035	\$43,078,629		\$0	\$0	\$0	-\$5,513,692	\$0	-\$211,939	\$2,001,039	\$39,354,037
01/01/2036	12/31/2036	\$39,354,037		\$0	\$0	\$0	-\$5,181,564	\$0	-\$216,970	\$1,823,580	\$35,779,083
01/01/2037	12/31/2037	\$35,779,083		\$0	\$0	\$0	-\$4,881,856	\$0	-\$222,486	\$1,652,722	\$32,327,463
01/01/2038	12/31/2038	\$32,327,463		\$0	\$0	\$0	-\$4,601,451	\$0	-\$228,049	\$1,487,513	\$28,985,476
01/01/2039	12/31/2039	\$28,985,476		\$0	\$0	\$0	-\$4,272,710	\$0	-\$233,724	\$1,329,077	\$25,808,119
01/01/2040	12/31/2040	\$25,808,119		\$0	\$0	\$0	-\$3,949,149	\$0	-\$239,584	\$1,178,730	\$22,798,116
01/01/2041	12/31/2041	\$22,798,116		\$0	\$0	\$0	-\$3,632,802	\$0	-\$245,573	\$1,036,554	\$19,956,295
01/01/2042	12/31/2042	\$19,956,295		\$0	\$0	\$0	-\$3,325,690	\$0	-\$251,766	\$902,534	\$17,281,373
01/01/2043	12/31/2043	\$17,281,373		\$0	\$0	\$0	-\$3,029,720	\$0	-\$258,103	\$776,558	\$14,770,108
01/01/2044	12/31/2044	\$14,770,108		\$0	\$0	\$0	-\$2,746,583	\$0	-\$264,590	\$658,417	\$12,417,352
01/01/2045	12/31/2045	\$12,417,352		\$0	\$0	\$0	-\$2,477,721	\$0	-\$271,463	\$547,810	\$10,215,978
01/01/2046	12/31/2046	\$10,215,978		\$0	\$0	\$0	-\$2,224,277	\$0	-\$278,417	\$444,357	\$8,157,640
01/01/2047	12/31/2047	\$8,157,640		\$0	\$0	\$0	-\$1,987,052	\$0	-\$285,630	\$347,614	\$6,232,573
01/01/2048	12/31/2048	\$6,232,573		\$0	\$0	\$0	-\$1,766,490	\$0	-\$264,974	\$257,778	\$4,458,887
01/01/2049	12/31/2049	\$4,458,887		\$0	\$0	\$0	-\$1,562,738	\$0	-\$234,411	\$175,305	\$2,837,043
01/01/2050	12/31/2050	\$2,837,043		\$0	\$0	\$0	-\$1,375,710	\$0	-\$206,357	\$99,914	\$1,354,891
01/01/2051	12/31/2051	\$1,354,891		\$0	\$0	\$0	-\$1,205,138	\$0	-\$180,771	\$31,006	-\$11

TEMPLATE 5

v20210706p

Baseline

File name: *Template 5 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item 5 of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

This Template 5 is not required if all assumptions used (except the interest rate, Contribution Base Unit (CBU) assumption and administrative expenses assumption) to determine the requested SFA amount are identical to those used in the most recent actuarial certification of plan status completed before 1/1/2021 ("pre-2021 certification of plan status") and if the changed assumptions for CBUs and administrative expenses are consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions.

Provide a separate deterministic projection ("Baseline") in the same format as Template 4 (Sheets 4-2 and 4-3 only) that shows the amount of SFA that would be determined if all underlying assumptions used in the projection were the same as those used in the pre-2021 certification of plan status, excluding the plan's interest rate which should be the same as used in Template 4 (see sheet 4-1) and excluding the CBU assumption and administrative expenses assumption which should reflect the changed assumptions consistent with Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions..

For purposes of this Template 5, any assumption change made in accordance with Section III, Acceptable Assumption Changes, of PBGC's guidance on Special Financial Assistance Assumptions should be reflected in this Baseline calculation of the SFA amount and supporting projection information. See examples in the SFA instructions for Section C, Item 5.

Additional instructions for each individual worksheet:

Sheet

5-1 Baseline - Benefit Payments

See Template 4 instructions for Sheet 4-2, except provide the benefit payment projection used to determine the Baseline SFA amount.

5-2 Baseline - Details

See Template 4 instructions for Sheet 4-3, except provide the projections and present value information used to determine the Baseline SFA amount.

TEMPLATE 5 - Sheet 5-1

v20210706p

Baseline - Benefit Payments

See Supplemental Instructions for Sheet 4-2 on Template 4 Instructions.

PLAN INFORMATION

Abbreviated Plan Name:	Retirement Benefit Plan GCIU 13N
EIN:	38-2131072
PN:	001
SFA Measurement Date:	06/30/2021
SFA Interest Rate:	5.00%

On this Sheet 5-1, show all benefit payment amounts and present values as positive amounts.					
PRESENT VALUE as of the Measurement Date of Projected Benefit Payments for:					
Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total	
\$70,630,632	\$23,501,064	\$33,259	\$0	\$94,164,955	

		PROJECTED BENEFIT PAYMENTS for:					
		Current Retirees and Beneficiaries in Pay Status	Current Terminated Vested Participants	Current Active Participants	New Entrants	Total	
Plan Year Start Date	Plan Year End Date						
06/30/2021	12/31/2021	\$3,624,983	\$523,888	\$0	\$0	\$4,148,871	
01/01/2022	12/31/2022	\$7,030,785	\$1,184,517	\$0	\$0	\$8,215,302	
01/01/2023	12/31/2023	\$6,805,390	\$1,303,811	\$0	\$0	\$8,109,201	
01/01/2024	12/31/2024	\$6,574,737	\$1,524,770	\$38,423	\$0	\$8,137,930	
01/01/2025	12/31/2025	\$6,376,359	\$1,594,090	\$0	\$0	\$7,970,449	
01/01/2026	12/31/2026	\$6,134,643	\$1,598,958	\$0	\$0	\$7,733,601	
01/01/2027	12/31/2027	\$5,888,280	\$1,584,339	\$0	\$0	\$7,472,619	
01/01/2028	12/31/2028	\$5,637,468	\$1,638,828	\$0	\$0	\$7,276,296	
01/01/2029	12/31/2029	\$5,382,340	\$1,738,537	\$0	\$0	\$7,120,877	
01/01/2030	12/31/2030	\$5,123,065	\$1,764,180	\$0	\$0	\$6,887,245	
01/01/2031	12/31/2031	\$4,859,877	\$1,736,913	\$0	\$0	\$6,596,790	
01/01/2032	12/31/2032	\$4,593,117	\$1,740,766	\$0	\$0	\$6,333,883	
01/01/2033	12/31/2033	\$4,323,317	\$1,747,412	\$0	\$0	\$6,070,729	
01/01/2034	12/31/2034	\$4,051,259	\$1,771,488	\$0	\$0	\$5,822,747	
01/01/2035	12/31/2035	\$3,777,970	\$1,735,722	\$0	\$0	\$5,513,692	
01/01/2036	12/31/2036	\$3,504,691	\$1,676,873	\$0	\$0	\$5,181,564	
01/01/2037	12/31/2037	\$3,232,862	\$1,648,994	\$0	\$0	\$4,881,856	
01/01/2038	12/31/2038	\$2,964,086	\$1,637,365	\$0	\$0	\$4,601,451	
01/01/2039	12/31/2039	\$2,700,103	\$1,572,607	\$0	\$0	\$4,272,710	
01/01/2040	12/31/2040	\$2,442,778	\$1,506,371	\$0	\$0	\$3,949,149	
01/01/2041	12/31/2041	\$2,194,032	\$1,438,770	\$0	\$0	\$3,632,802	
01/01/2042	12/31/2042	\$1,955,731	\$1,369,959	\$0	\$0	\$3,325,690	
01/01/2043	12/31/2043	\$1,729,598	\$1,300,122	\$0	\$0	\$3,029,720	
01/01/2044	12/31/2044	\$1,517,120	\$1,229,463	\$0	\$0	\$2,746,583	
01/01/2045	12/31/2045	\$1,319,521	\$1,158,200	\$0	\$0	\$2,477,721	
01/01/2046	12/31/2046	\$1,137,713	\$1,086,564	\$0	\$0	\$2,224,277	
01/01/2047	12/31/2047	\$972,237	\$1,014,815	\$0	\$0	\$1,987,052	
01/01/2048	12/31/2048	\$823,266	\$943,224	\$0	\$0	\$1,766,490	
01/01/2049	12/31/2049	\$690,642	\$872,096	\$0	\$0	\$1,562,738	
01/01/2050	12/31/2050	\$573,897	\$801,813	\$0	\$0	\$1,375,710	
01/01/2051	12/31/2051	\$472,318	\$732,820	\$0	\$0	\$1,205,138	

TEMPLATE 5 - Sheet 5-2

v20210706p

Baseline - Details

See Supplemental Instructions for Sheet 4-3 on Template 4 Instructions.

PLAN INFORMATION

Abbreviated Plan Name:	Retirement Benefit Plan GCIU 13N	
EIN:	38-2131072	
PN:	001	
SFA Measurement Date:	06/30/2021	
SFA Interest Rate:	5.00%	

PRESENT VALUE as of the SFA Measurement Date of Projected Amounts for:								
(1)	(2)	PV of (3)	PV of (4)	PV of (5)	PV of (6)	PV of (7)	PV of (8)	
Fair Market Value as of the SFA Measurement Date	Baseline SFA Amount as of the SFA Measurement Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4-2)	Benefit Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	(1)+(2)+Sum of PV of (3) through PV of (8) [NOTE: This amount should be \$0]
\$1,295,794	\$103,855,852	\$214	\$0	\$0	(\$94,164,955)	(\$7,851,201)	(\$3,135,704)	\$0

Show payments INTO the plan as positive, and payments OUT of the plan as negative, so that the sum of (1) through (9) equals (10).

Plan Year Start Date	Plan Year End Date	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
		Fair Market Value of Assets at Beginning of Plan Year	Baseline SFA Amount as of the SFA Measurement Date	Contributions	Withdrawal Liability Payments	Other Payments to Plan (excluding financial assistance and SFA)	Benefit Payments (should match total from Sheet 4-2)	Benefit Payments Attributable to Reinstatement of Benefits Suspended through the SFA Measurement Date	Administrative Expenses (excluding amount owed PBGC under 4261 of ERISA)	Investment Income Based on SFA Interest Rate	Fair Market Value of Assets at End of Plan Year
06/30/2021	12/31/2021	\$1,295,794	\$103,855,852	\$46	\$0	\$0	-\$4,148,871	-\$7,851,201	-\$81,561	\$2,342,379	\$95,412,438
01/01/2022	12/31/2022	\$95,412,438		\$91	\$0	\$0	-\$8,215,302	\$0	-\$149,216	\$4,546,931	\$91,594,942
01/01/2023	12/31/2023	\$91,594,942		\$90	\$0	\$0	-\$8,109,201	\$0	-\$153,154	\$4,358,800	\$87,691,477
01/01/2024	12/31/2024	\$87,691,477		\$0	\$0	\$0	-\$8,137,930	\$0	-\$157,142	\$4,162,757	\$83,559,162
01/01/2025	12/31/2025	\$83,559,162		\$0	\$0	\$0	-\$7,970,449	\$0	-\$161,215	\$3,960,526	\$79,388,024
01/01/2026	12/31/2026	\$79,388,024		\$0	\$0	\$0	-\$7,733,601	\$0	-\$165,379	\$3,758,209	\$75,247,252
01/01/2027	12/31/2027	\$75,247,252		\$0	\$0	\$0	-\$7,472,619	\$0	-\$169,635	\$3,558,054	\$71,163,053
01/01/2028	12/31/2028	\$71,163,053		\$0	\$0	\$0	-\$7,276,296	\$0	-\$174,438	\$3,358,983	\$67,071,302
01/01/2029	12/31/2029	\$67,071,302		\$0	\$0	\$0	-\$7,120,877	\$0	-\$178,835	\$3,158,449	\$62,930,039
01/01/2030	12/31/2030	\$62,930,039		\$0	\$0	\$0	-\$6,887,245	\$0	-\$183,376	\$2,957,531	\$58,816,949
01/01/2031	12/31/2031	\$58,816,949		\$0	\$0	\$0	-\$6,596,790	\$0	-\$191,966	\$2,759,443	\$54,787,636
01/01/2032	12/31/2032	\$54,787,636		\$0	\$0	\$0	-\$6,333,883	\$0	-\$196,927	\$2,564,895	\$50,821,721
01/01/2033	12/31/2033	\$50,821,721		\$0	\$0	\$0	-\$6,070,729	\$0	-\$201,556	\$2,373,533	\$46,922,969
01/01/2034	12/31/2034	\$46,922,969		\$0	\$0	\$0	-\$5,822,747	\$0	-\$206,702	\$2,185,109	\$43,078,629
01/01/2035	12/31/2035	\$43,078,629		\$0	\$0	\$0	-\$5,513,692	\$0	-\$211,939	\$2,001,039	\$39,354,037
01/01/2036	12/31/2036	\$39,354,037		\$0	\$0	\$0	-\$5,181,564	\$0	-\$216,970	\$1,823,580	\$35,779,083
01/01/2037	12/31/2037	\$35,779,083		\$0	\$0	\$0	-\$4,881,856	\$0	-\$222,486	\$1,652,722	\$32,327,463
01/01/2038	12/31/2038	\$32,327,463		\$0	\$0	\$0	-\$4,601,451	\$0	-\$228,049	\$1,487,513	\$28,985,476
01/01/2039	12/31/2039	\$28,985,476		\$0	\$0	\$0	-\$4,272,710	\$0	-\$233,724	\$1,329,077	\$25,808,119
01/01/2040	12/31/2040	\$25,808,119		\$0	\$0	\$0	-\$3,949,149	\$0	-\$239,584	\$1,178,730	\$22,798,116
01/01/2041	12/31/2041	\$22,798,116		\$0	\$0	\$0	-\$3,632,802	\$0	-\$245,573	\$1,036,554	\$19,956,295
01/01/2042	12/31/2042	\$19,956,295		\$0	\$0	\$0	-\$3,325,690	\$0	-\$251,766	\$902,534	\$17,281,373
01/01/2043	12/31/2043	\$17,281,373		\$0	\$0	\$0	-\$3,029,720	\$0	-\$258,103	\$776,558	\$14,770,108
01/01/2044	12/31/2044	\$14,770,108		\$0	\$0	\$0	-\$2,746,583	\$0	-\$264,590	\$658,417	\$12,417,352
01/01/2045	12/31/2045	\$12,417,352		\$0	\$0	\$0	-\$2,477,721	\$0	-\$271,463	\$547,810	\$10,215,978
01/01/2046	12/31/2046	\$10,215,978		\$0	\$0	\$0	-\$2,224,277	\$0	-\$278,417	\$444,357	\$8,157,640
01/01/2047	12/31/2047	\$8,157,640		\$0	\$0	\$0	-\$1,987,052	\$0	-\$285,630	\$347,614	\$6,232,573
01/01/2048	12/31/2048	\$6,232,573		\$0	\$0	\$0	-\$1,766,490	\$0	-\$264,974	\$257,778	\$4,458,887
01/01/2049	12/31/2049	\$4,458,887		\$0	\$0	\$0	-\$1,562,738	\$0	-\$234,411	\$175,305	\$2,837,043
01/01/2050	12/31/2050	\$2,837,043		\$0	\$0	\$0	-\$1,375,710	\$0	-\$206,357	\$99,914	\$1,354,891
01/01/2051	12/31/2051	\$1,354,891		\$0	\$0	\$0	-\$1,205,138	\$0	-\$180,771	\$31,006	-\$11

TEMPLATE 7

v20210706p

7a - Assumption Changes for SFA Eligibility

File name: *Template 7 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item 7(a) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Sheet 7a of Template 7 is not required if the plan is eligible for SFA under § 4262.3(a)(2) (MPRA suspensions) or § 4262.3(a)(4) (certain insolvent plans) of PBGC's special financial assistance regulation.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed before January 1, 2021.

Sheet 7a of Template 7 is not required if the plan is eligible based on a certification of plan status completed after December 31, 2020 but reflects the same assumptions as those in the pre-2021 certification of plan status.

Provide a table identifying which assumptions used in determining the plan's eligibility for SFA differ from those used in the pre-2021 certification of plan status and brief explanations as to why using those assumptions is no longer reasonable and why the changed assumptions are reasonable.

This table should reflect all identified assumptions (including those that are included in the Baseline provided in Template 5) and should be an abbreviated version of information provided in Section D, Item 6(a) of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption used in showing the plan's eligibility for SFA (if different).	Brief explanation on why the assumption in (A) is no longer reasonable and why the assumption in (B) is reasonable.
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Prior assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

Add one line for each assumption that has changed from the assumption used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7a is intended as an abbreviated version of more detailed information provided in Section D, Item 6(a) of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption has changed is preferred.

TEMPLATE 7

v20210706p

7b - Assumption Changes for SFA Amount

File name: *Template 7 Pension Plan Name*, where "Pension Plan Name" is an abbreviated version of the plan name.

Instructions for Section C, Item 7(b) of the Instructions for Filing Requirements for Multiemployer Plans Applying for Special Financial Assistance:

Provide a table identifying which assumption differ from those used in the pre-2021 certification of plan status (except the interest rate used in calculating the amount of SFA) and brief explanations as to why using those original assumptions is no longer reasonable and why the changed assumptions are reasonable.

Please state if the changed assumption is an extension of the CBU assumption or the administrative expenses assumption as described in Paragraph A "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions.

This table should identify all changed assumptions except for the interest rate (reflecting those that are included in the Baseline provided in Template 5) and should be an abbreviated version of information provided in Section D, Item 6(b) of the SFA filing instructions.

For example, if the mortality assumption used in the pre-2021 certification of plan status is the RP-2000 mortality table, and the plan proposes to change to the Pri-2012(BC) table, complete one line of the table as follows:

	(A)	(B)	(C)
Assumption That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption used to determine the requested SFA amount (if different)	Brief explanation on why the assumption in (A) is no longer reasonable and why the assumption in (B) is reasonable.
Base Mortality Assumption	RP-2000 mortality table	Pri-2012(BC) mortality table	Original assumption is outdated. New assumption reflects more recently published experience for blue collar workers.

For example, assume the plan is projected to be insolvent in 2029 in the pre-2021 certification of plan status. The plan changes its CBU assumption by extending the assumption to the later projection years as described in Paragraph A, "Adoption of assumptions not previously factored into pre-2021 certification of plan status" of Section III, Acceptable Assumption Changes of PBGC's guidance on Special Financial Assistance Assumptions. Complete one line of the table as follows:

	(A)	(B)	(C)
Assumption That Has Changed From Assumption Used in Most Recent Certification of Plan Status Completed Prior to 1/1/2021	Brief description of assumption used in the most recent certification of plan status completed prior to 1/1/2021	Brief description of assumption used to determine the requested SFA amount (if different)	Brief explanation on why the assumption in (A) is no longer reasonable and why the assumption in (B) is reasonable.
CBU Assumption	Decrease from most recent plan year's actual number of CBUs by 2% per year to 2028	Same number of CBUs for each projection year to 2028 as shown in (A), then constant CBUs for all years after 2028.	Original assumption does not address years after original projected insolvency in 2029. Proposed assumption uses acceptable extension methodology.

Add one line for each assumption that has changed from the assumption used in the most recent certification of plan status completed prior to 1/1/2021.

Since this Template 7b is intended as an abbreviated version of more detailed information provided in Section D, Item 6(b) of the SFA filing instructions, it is not necessary to include full tables of rates at every age (e.g., for retirement, turnover, etc.). Instead, a high level description that focuses on what aspect of the assumption has changed is preferred.

