

SECOND AMENDMENT

Local 25 S.E.I.U. and Participating Employers Pension Plan

WHEREAS, on September 19, 2002, the Trustees adopted the Local 25 S.E.I.U. and Participating Employers Pension Plan (the "Plan") as amended and restated effective October 1, 2001; and

WHEREAS, it is deemed desirable to further amend the Plan to provide a special withdrawal liability rule for the Plan, if approved by the Pension Benefit Guaranty Corporation; and

WHEREAS, Article XI reserves the right of the Trustees to make any amendment or amendments to the Plan;

NOW, THEREFORE, pursuant to the authority of Article XI, the last sentence of Section 3.3 of the Plan is deleted and the following provisions are added, contingent on the approval of the Pension Benefit Guaranty Corporation, to be effective as of September 30, 2002, if so approved:

For purposes of this Article a "Complete Withdrawal" shall occur when an Employer:

- (1) permanently ceases to have an obligation to contribute under the Plan, or
- (2) permanently ceases all operations under the Plan.


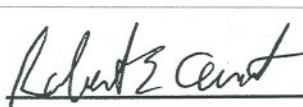



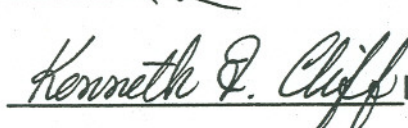
Notwithstanding the previous paragraph, in the case of an Employer who has an obligation to contribute under the Plan for work performed in the building cleaning and security industry, a Complete Withdrawal occurs only as described in the following paragraph if substantially all of the Employees with respect to whom the Employer has an obligation to contribute under the Plan perform work in the building cleaning and security industry and the Plan primarily covers employees in the building cleaning and security industry.

A Complete Withdrawal occurs under the prior paragraph if (1) an Employer ceases to have an obligation to contribute under the Plan, and (2) the Employer continues to perform work in the jurisdiction of the Plan of the type for which contributions were previously required or resumes such work within five years after the date in which the obligation to contribute under the Plan ceases and does not renew the obligation at the time of the resumption.

A Complete Withdrawal from the Plan will also occur if: (1) an Employer sells or otherwise transfers a substantial portion of its business or assets to another individual or entity that performs work in the jurisdiction of the Plan of the type for which contributions are required without having an obligation to make contributions to the Plan under a Collective Bargaining Agreement under which the Plan is maintained; or (2) an Employer ceases to have an obligation to contribute in connection with the withdrawal of every Employer from the Plan or substantially all of the Employers within the meaning of Section 4219(c)(1)(D) of ERISA.

An Employer in the building cleaning and security industry shall have liability for a Partial Withdrawal only if his obligation to contribute under the Plan continues for no more than an insubstantial portion of its work in the craft and area jurisdiction of the Collective Bargaining Agreement for which contributions are required to the Plan.

IN WITNESS WHEREOF, the undersigned Trustees have caused this Second Amendment to be executed on the date set forth opposite their respective names.

 Date: 2/9/05  Date: 2/9/05
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