

NORTHWEST CARPENTERS INDIVIDUAL ACCOUNT PENSION PLAN

RESTATED AS OF JULY 1, 2022

Effective June 1, 1981, the Board of Trustees adopted the Northwest Carpenters Individual Account Pension Plan for the exclusive benefit of eligible Employees and their beneficiaries. The Plan is intended to meet the requirements of Section 401(a) of the Internal Revenue Code, as amended, and the Employee Retirement Income Security Act of 1974.

The Plan was previously restated and amended as of January 1, 1986, January 1, 1989, January 1, 1991, January 1, 1994, January 1, 1999, November 1, 2004, and November 1, 2009. The effective date of this restated and amended Plan is January 1, 2014.

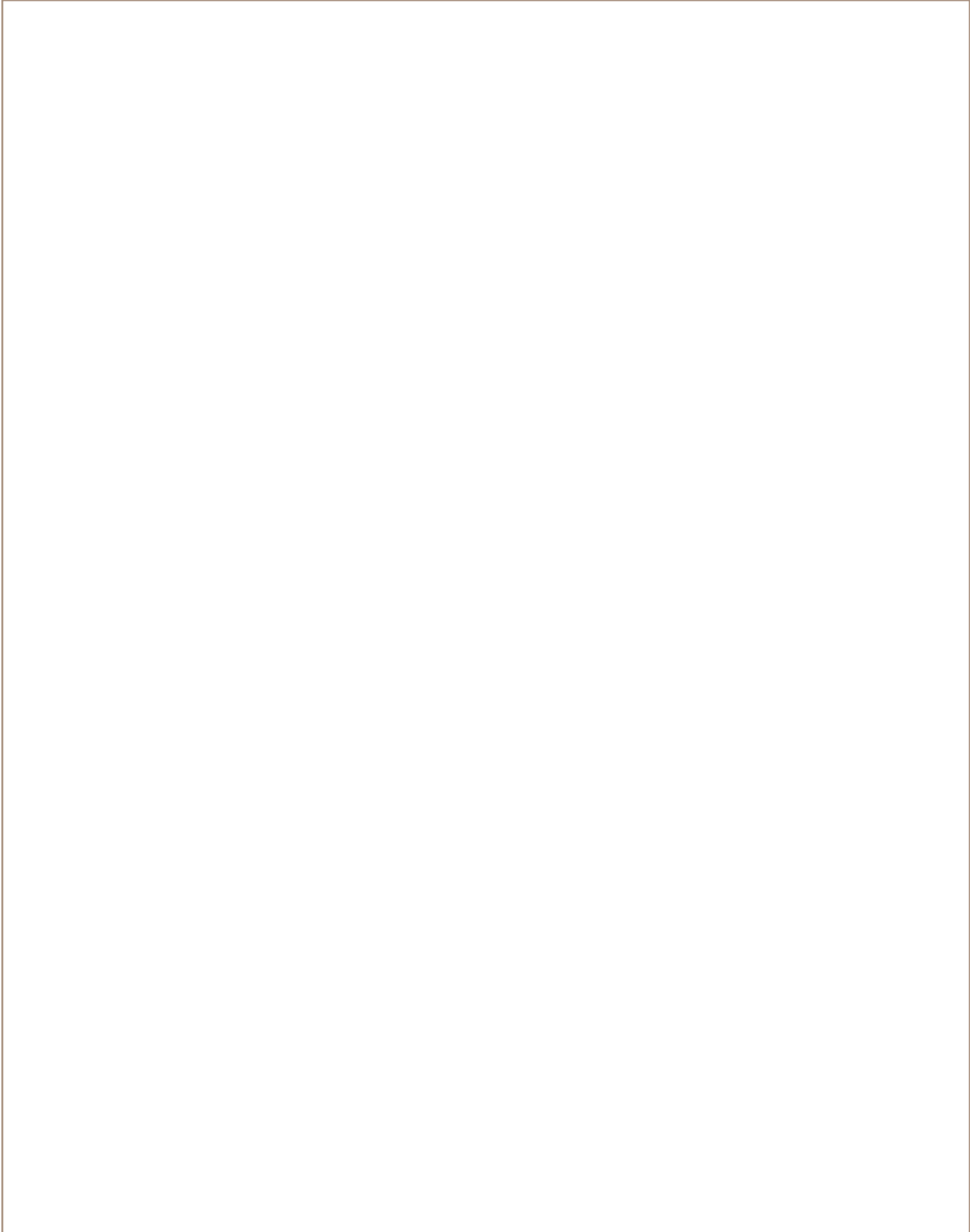
Effective January 1, 2014, this Plan was converted from a money purchase pension plan to a “profit-sharing plan” covering the same employees and subject to the same vesting rules. The eligibility and benefits of Participants who terminated or retired prior to January 1, 2014 shall be determined in accordance with the provisions of the Plan in effect as of the date of the Participant’s termination or retirement unless specifically provided otherwise herein. Assets and liabilities in the ongoing Plan that are attributable to Contributions for hours worked prior to January 1, 2014 retain their money purchase pension plan attributes, in accordance with Revenue Procedure 2002-42 and other IRS guidance.

Effective June 1, 2021, the Plan was amended to allow Participants to direct the investment of their Accounts among a menu of investment funds chosen by the Board of Trustees. Additionally, the Plan was amended to provide additional flexibility to Participants with respect to accessing certain of their Subaccounts prior to their Retirement Date.

The Board of Trustees entered into an agreement with the Board of Trustees of the Oregon-Southwest Washington Carpenters-Employers 401(k) Savings Plan (OWCE Plan) to merge the OWCE Plan with and into the Plan effective as of 12:01 a.m. on July 1, 2021. The accounts of legacy OWCE Plan participants and beneficiaries were transferred to the Plan and new Elective Contribution Accounts and Rollover Accounts established for these individuals who immediately became Participants and Beneficiaries in this Plan.

Effective as of January 1, 2022, the Board of Trustees has renamed the Plan the Northwest Carpenters Individual Account Pension Plan.

This restatement is effective as of July 1, 2022 and incorporates Amendments 1 to 9 to the 2014 restatement of the Plan.



ARTICLE 1. DEFINITIONS

1.1 Terms Common to the Trust Agreement

Whenever the terms “Agreement,” “Collective Bargaining Agreement,” “Individual Employer,” “Employee,” “Associate Employee,” “Fiduciary,” “Fund,” “Board of Trustees,” and “Union” are used herein, they shall have the meanings given to these terms in the Trust Agreement.

Except where otherwise indicated, the words “Employees” and “Associate Employees” shall have the same meaning in administering the Plan, except where otherwise specifically provided as to “Associate Employees.”

1.2 Account

“Account” or “Individual Account” shall mean an account established by the Board of Trustees for each Participant, which shall consist of the combined Elective Contribution Subaccount, Employer Contribution Subaccount, Regular Subaccount, Supplemental Subaccount, and Rollover Subaccount.

1.3 Break in Service

“Break in Service” for the purposes of the Regular Subaccount and Employer Contribution Subaccount shall mean as to each Plan Year the failure of a non-vested Participant to complete 500 or more Hours of Service in this Plan or a Related Plan in such Plan Year, the effect of which is set forth in Article 2.

1.4 Carpenters Retirement Plan

The “Carpenters Retirement Plan” shall mean the defined benefit retirement plan established by the Individual Employers and Union by separate Trust Agreement.

1.5 Combined Service Credit

“Combined Service Credit” shall mean the total of a Participant’s Credited Service under this Plan and a Related Plan. No more than one year of Combined Service Credit shall be counted for the benefit of any Participant in any calendar year.

1.6 Compensation

“Compensation” means an Employee’s wages, within the meaning of Internal Revenue Code § 3401(a) and all other payments of compensation to an Employee by the Individual Employer (in the course of the Individual Employer’s trade or business) for which the Individual Employer is required to furnish the Employee a written statement under Internal Revenue Code § 6049(d) and § 6051(a)(3).

“Compensation” shall also include elective deferrals defined in Internal Revenue Code § 402(g)(3), including elective deferrals under § 401(k), § 402(e)(3), § 402(h), § 403(b) or § 408(p)(2)(A)(i), elective contributions or deferrals not included in gross income under Internal Revenue Code § 125 and § 457, and elective reductions under Internal Revenue Code § 132(f)(4).

The annual compensation of each Employee taken into account shall not exceed \$200,000 adjusted in accordance with Internal Revenue Code § 401(a)(17).

1.7 Contributions

“Contributions” shall mean Employer Contributions that an Individual Employer is required to make to this Plan under the terms of a Collective Bargaining Agreement or under the terms of a written contribution agreement between an Individual Employer and the Board of Trustees, as well as Elective Contributions

that an Individual Employer is required to remit to the Plan pursuant to an election by a Participant.

1.8 Covered Service

“Covered Service” shall mean the Hours of Service of a Participant for which a contribution to the Trust is required to be made under the terms of the Collective Bargaining Agreement or other written contribution agreement.

1.9 Credited Service

“Credited Service” for the purposes of the Regular Subaccount and the Employer Contribution Subaccount shall mean the Hours of Service credited to a Participant under this Plan after June 1, 1981. A Participant shall receive Credited Service for any calendar year in accordance with the following schedule:

Credited Service	Hours of Service in One Calendar Year
1 year	1,000 or more
¾ year	at least 750
½ year	at least 500
0 year	less than 500

A Participant shall also be entitled to Credited Service for vesting in the Regular and the Employer Contribution Subaccounts and to avoid a Break in Service for each year of Non-Covered Service with an Individual Employer, if the service is contiguous. Non-Covered Service is contiguous if: (1) the Non-Covered Service precedes or follows Covered Service; and (2) no termination, discharge, or retirement occurs between such Covered Service and Non-Covered Service.

After a Participant has reached the Normal Retirement Date, and prior to actual retirement, the Participant may continue to accumulate Credited Service.

1.10 Early Retirement Date

“Early Retirement Date” shall mean the first day of the month immediately following a Participant’s 55th birthday, but prior to the Participant’s 65th birthday.

1.11 Elective Contribution

“Elective Contribution” shall mean the contribution that a Participant elects to make to the Plan through a prospective reduction in his or her Compensation pursuant to a written election filed with the Trust as permitted under a Collective Bargaining Agreement or the terms of a written contribution agreement between an Individual Employer and the Board of Trustees. Annual contribution limits necessary to maintain the qualified status of the Plan under Code Section 401(a) are described in Article 10.3 and in Appendix A – Actual Deferral Percentage (ADP) Test.

“Catch-Up Contribution” shall mean the Elective Contributions as described in Code Section 414(v) that are made by a Participant who would attain age 50 or over by the end of the Plan Year, not to exceed the Catch-Up Contribution limit in Article 2.7.

1.12 Elective Contribution Subaccount

“Elective Contribution Subaccount” shall mean an account established by the Board of Trustees for each Participant for Elective Contributions made to the Plan for hours worked on and after January 1, 2014 pursuant to a prospective election by a Participant. Effective as of July 1, 2021, the Board of Trustees entered into an agreement with the Board of Trustees of the Oregon-Southwest Washington Carpenters-Employers 401(k) Savings Plan (OWCE Plan), as a result of which the accounts of participants in that plan were merged into this Plan. Participants’ elective pre-tax contribution

accounts in the OWCE Plan were transferred to an Elective Contribution Subaccount in this Plan as of the effective time of the merger.

1.13 Employer Contributions

“Employer Contributions” shall mean the cents per hour contributions that an Individual Employer is required to make to this Plan under the terms of a Collective Bargaining Agreement, including, prior to January 1, 2014, both the contributions to the Regular Subaccount and the Supplemental Subaccount, and on and after January 1, 2014, the Employer Contribution Subaccount. Employer Contributions shall also mean the cents per hour contributions that an Individual Employer is required to make to the Regular Subaccount, Supplemental Subaccount or Employer Contribution Subaccount under the terms of a written contribution agreement between an Individual Employer and the Board of Trustees.

1.14 Employer Contribution Subaccount

“Employer Contribution Subaccount” shall mean an account established by the Board of Trustees for each Participant for all Employer Contributions made to the Plan for hours worked on and after January 1, 2014 under a Collective Bargaining Agreement, other than Elective Contributions and amounts transferred in a rollover from other qualified plans.

1.15 Highly Compensated Employee

“Highly Compensated Employee” for the purposes of complying with nondiscrimination provisions under Internal Revenue Code § 401(a)(4), § 401(k)(3) and § 410(b) shall mean an Employee who: (a) was a five-percent (5%) owner at any time during the Plan Year or the preceding year, or (b) for the preceding year had compensation from the employer being tested

in excess of \$80,000 (adjusted under Internal Revenue Code § 414(q)). The Plan will use January 30th as a snapshot day for purposes of complying with the nondiscrimination provisions and determining who is a Highly Compensated Employee.

1.16 Hour of Service

An “Hour of Service” shall mean each hour for which a Participant is paid or entitled to payment for Covered Service from an Individual Employer on account of: (1) performance of duties for the Individual Employer; (2) non-performance of duties; (3) an award of back pay, irrespective of mitigation of damages, agreed to by the Individual Employer. Hours shall not be credited under both (3) and (1) or (2). Hours for non-performance of duties shall be credited in accordance with DOL Regulations Section 2530.200b-2(b). Hours shall be credited to the applicable computation period in accordance with DOL Regulations Section 2530.200b-2(c). See DOL Regulations Section 2530.200b-2.

A beginning apprentice shall be credited with an Hour of Service for vesting purposes and to avoid a Break in Service for each hour for which a contribution is made on behalf of the apprentice to the Northwest Carpenters Health and Security Trust, but for which no contribution is required to this Plan.

1.17 Non-Covered Service

“Non-Covered Service” shall mean service with one of the Individual Employers who is required to make contributions to the Trust but in an employment category which is not covered by the Collective Bargaining Agreement.

1.18 Normal Retirement Date

“Normal Retirement Date” shall mean the

time a Participant attains age 65, and in the case of the Regular Subaccount, completes the earlier of:

(a) Five (5) years of Credited Service, including at least one (1) year of Credited Service under this Plan, without incurring a Permanent Break in Service; or

(b) Three (3) years of Credited Service, including at least one (1) year of Credited Service under this Plan, without incurring a Permanent Break in Service, provided the Participant does not have a Permanent Break in Service as of January 1, 2007 and has at least one Hour of Service in this Plan on or after January 1, 2007; or

(c) The fifth anniversary of the time a Participant commenced participation in this Plan, unless his or her rights were forfeited by a One-Year Break in Service and not recovered under Article 2.5.

1.19 Participant

“Participant” shall mean an Employee, Associate Employee, former Employee, or former Associate Employee, on whose behalf under the terms of the Collective Bargaining Agreement or other written contribution agreement, Contributions are required or permitted.

1.20 Plan

“Plan” shall mean the Northwest Carpenters Individual Account Pension Plan as described herein and as from time to time hereafter amended.

1.21 Plan Administrator

“Plan Administrator” shall mean the individual employed by the Board of Trustees to assist them in administering the Plan.

1.22 Plan Year

“Plan Year” shall mean the period beginning June 1, 1981 and ending December 31, 1981, and each calendar year thereafter.

1.23 Regular Subaccount

“Regular Subaccount” shall mean an account established by the Board of Trustees for each Participant for all amounts in the Participant’s Individual Account as of June 1, 1999, plus the Employer Contributions made to the Plan before January 1, 2014, other than the supplemental contributions made under a Collective Bargaining Agreement and other than amounts transferred in a rollover from other qualified plans.

1.24 Related Plan

“Related Plan” shall mean another pension plan with which the Northwest Carpenters Retirement Plan has a written Reciprocity Agreement.

1.25 Retired or Retirement

“Retired or Retirement” shall mean the termination of all employment with Individual Employers that make contributions to the Plan.

1.26 Rollover Subaccount

“Rollover Subaccount” shall mean an account established by the Board of Trustees for each Participant for the amounts transferred from other qualified plans pursuant to Article 10.6. Effective as of July 1, 2021, the Board of Trustees entered into an agreement with the Board of Trustees of the Oregon-Southwest Washington Carpenters-Employers 401(k) Savings Plan (OWCE Plan), as a result of which the accounts of participants in that plan were merged into this Plan. Participants’ rollover accounts in the OWCE Plan were transferred

to a Rollover Subaccount in this Plan as of the effective time of the merger.

1.27 Supplemental Subaccount

“Supplemental Subaccount” shall mean an account established by the Board of Trustees for each Participant for the supplemental contributions made to the Plan for Covered Service before January 1, 2014 under a Collective Bargaining Agreement.

1.28 Trust or Trust Agreement

“Trust” or “Trust Agreement” shall mean the Northwest Carpenters Individual Account Pension Trust Agreement originally created and established on June 1, 1981, as amended.

1.29 Valuation Date

“Valuation Date” shall mean the first valuation on December 31, 1981, and thereafter the last day of the Plan Year and each date on which the fair market value of the Trust’s assets are determined.

From January 1, 2008 through May 31, 2021, “Valuation Date” shall mean the last day of each calendar month during a Plan Year that the Board of Trustees, in their sole discretion and with the advice of their actuary, determine the fair market value of the Trust’s assets and the Fund units allocated to each Participant’s Account under the unit value accounting in accordance with the procedures set forth in Appendix B.

From June 1, 2021, “Valuation Date” shall mean each day on which the New York Stock Exchange is in operation.

1.30 Year of Service

“Year of Service” shall mean any Plan Year in which a Participant completes at least 1,000 Hours of Service.

ARTICLE 2. PARTICIPATION, VESTING AND ELIGIBILITY FOR BENEFITS

2.1 Participation

Any individual who is or becomes an Employee after June 1, 1981, shall commence participation in the Plan beginning with the initial hour for which a Contribution is required to the Trust (as either an Employer Contribution or an Elective Contribution) and shall continue to be a Participant until such time that all benefits due under the Plan to the Participant or Participant’s beneficiaries have been fully paid and any non-vested Contributions are forfeited in a zero dollar distribution. A Participant shall receive Credited Service toward retirement benefits as provided in Article 1.9, based upon Hours of Service completed during the calendar year. Sole proprietors and partners are not eligible to participate in the Plan.

2.2 Vesting and Forfeitures

(a) Supplemental, Elective Contribution and Rollover Subaccounts. A Participant shall be fully vested in his or her Supplemental Subaccount, Elective Contribution Subaccount and Rollover Subaccount at all times, and those subaccounts shall be nonforfeitable.

(b) Regular and Employer Contribution Subaccount. A Participant shall become fully vested in and have a nonforfeitable right to benefits from his or her Regular Subaccount and Employer Contribution Subaccount:

- (1) Effective January 1, 1989, when the Participant completes five (5) years of Credited Service including at least one (1) year of Credited Service in this Plan; or
- (2) Effective for a Participant who does not have a Permanent Break in Service

as of January 1, 2007 and has at least one Hour of Service in this Plan on or after January 1, 2007, when the Participant completes three (3) years of Credited Service including at least one (1) year of Credited Service in this Plan; or

(3) When the Participant earns at least one (1) Hour of Service in this Plan prior to January 1, 1989 and earns one (1) Year of Service in this Plan prior to January 1, 1990 without a Permanent Break in Service; or

(4) When the Participant attains his or her Normal Retirement Date.

A Participant who fails to qualify for vesting under this subsection (b) is non-vested in the Regular Subaccount and Employer Contribution Subaccount. A Participant who is not vested in the Regular or Employer Contribution Subaccounts who incurs a Permanent Break in Service (Termination) as defined in Article 2.4, shall forfeit all previously accrued rights to benefits from the Regular and Employer Contribution Subaccounts. Forfeiture may be avoided by use of credit from a Related Plan as provided in Article 3.2.

(c) Contributions for Vested Participant. All Contributions made on behalf of a vested Participant shall be nonforfeitable.

2.3 One-Year Break in Service

A Participant who is not vested in his or her Regular and Employer Contribution Subaccounts who fails to complete 500 or more Hours of Service in a Plan Year shall have a One-Year Break in Service as to each such Plan Year unless the Participant is granted a Leave of Absence under Article 2.6. below. If a Participant incurs a One-Year Break in Service and elects to receive a distribution of the balance of his or her Supplemental, Elective Contribution and Rollover Subaccounts, he or she will be deemed to have received a zero dollar distribution

from the Regular and Employer Contribution Subaccounts, and all rights under this Plan shall be forfeited unless recovered pursuant to Article 2.5.

2.4 Permanent Break in Service (Termination)

A non-vested Participant in the Regular and Employer Contribution Subaccounts who incurs one or more One-Year Breaks in Service, whose Credited Service prior to the first One-Year Break in Service is not restored under Article 2.5, or who is not granted a Leave of Absence under Article 2.6. will incur a Permanent Break in Service and will forfeit permanently all previously accrued pension benefits in the Regular and Employer Contribution Subaccounts.

2.5 Reinstating One-Year Breaks in Service

Notwithstanding any other provision herein, if after incurring one or more One-Year Breaks in Service a Participant earns 500 or more Hours of Service during a subsequent Plan Year commencing after December 31, 1988, the Participant's previously forfeited rights shall be recovered if such Hours of Service are earned before he or she incurs five (5) consecutive One-Year Breaks in Service; provided such credits shall not be reinstated until the first Plan Year after which the Participant earns 500 or more Hours of Service in this Plan or a Related Plan.

2.6 Leave of Absence

A Participant who is absent in one of the following categories for a period of six (6) months or more, may be allowed a Leave of Absence for one of the reasons listed below, but only for such period as stated below:

(a) Absence due to service with the armed forces of the United States as required by federal law;

(b) Absence due to disability, for up to two (2) years, subject to further consideration after that time if the disabling condition continues, provided the Participant submits proof of such disability satisfactory to the Board of Trustees;

(c) Absence while serving as an employee or official of the Union for up to three (3) years;

(d) Absence while on each Maternity/Paternity Leave, as defined below, up to a maximum of 501 Hours of Service for each such leave. Under this subsection (d), Participants on a Maternity/Paternity Leave will be credited with Hours of Service toward vesting and to avoid a Break in Service. Hours of Service will be credited for the specific period of absence, except that all Hours of Service will be credited to the Plan Year in which the absence begins if necessary to avoid a One-Year Break in Service in that year; otherwise, they will be credited to the immediately following Plan Year. For purposes of this subsection (d), a Participant shall be deemed to be on Maternity/Paternity Leave if the Participant is absent from work by reason of the pregnancy of the Participant, by reason of the birth of a child of the Participant, by reason of the placement of a child with the Participant in connection with the adoption of the child by such Participant, or for the purpose of caring for such child during the period immediately following such birth or placement;

(e) Non-participation in this Plan by an Employee who is not vested in the Regular and Employer Contribution Subaccounts, but who has at least one (1) previous year of Credited Service in this Plan

during any time after June 1, 1986, when the Employee's employer was not required to make Contributions to this Plan but did make contributions to the Northwest Carpenters Health and Security Trust on behalf of the Employee. Under this subsection (e), the Employee shall be entitled to Hours of Service toward vesting and to avoid a Break in Service.

2.7 Employee Elective Contributions

Provided the Collective Bargaining Agreement or the terms of a written contribution agreement between an individual Employer and the Board of Trustees allow for Elective Contributions, a Participant may elect to make Elective Contributions to the Plan in increments of \$0.25 up to the maximum permitted under Code Section 415(c). A Catch-Up eligible Participant may elect to make a Catch-Up Contribution up to the limit of Code Section 414(v)(2)(C).

(a) Commencement of Elective Contributions. Each Participant's election must be timely submitted to the Plan in writing in advance of the payroll periods to which it applies and in the manner prescribed by the Board of Trustees. An Employee who first becomes eligible (under a Collective Bargaining Agreement or other agreement) may elect to make Elective Contributions. Thereafter, and for any Plan Year following, a Participant may change (increase, decrease or rescind) their Elective Contribution at any time with proper written notice to the Plan. A Participant's election shall be evergreen and continue to be in effect until the Participant either makes a new election or notifies the Plan in writing to discontinue Elective Contributions.

(b) Deduction of Elective Contributions. Elective Contributions shall

be made by regular payroll deductions by a Participant's employer. Elective Contributions that are withheld by an employer will be paid to the Fund as soon as they can be reasonably segregated from the employer's assets but not later than fifteen (15) business days after the end of the calendar month in which the Contributions are withheld.

(c) Discontinuance of Elective Contributions. A Participant may elect to discontinue his or her Elective Contributions prospectively at any time during the Plan Year to be effective as of the first day of the month next following receipt of the election by the Plan. Such election shall remain in effect thereafter, until the Participant elects to resume Elective Contributions.

2.8 Eligibility to Take a Distribution of Accounts

(a) A Participant who retires, as defined in Article 1.25, is eligible to receive his or her vested retirement benefits under this Plan:

- (1) On the Participant's Normal Retirement Date;
- (2) On the Participant's Early Retirement Date;
- (3) When found by the Board of Trustees to be entitled to Total and Permanent Disability benefits in accordance with Article 2.9 hereof.

(b) A Participant is eligible to take an in-service withdrawal from their Elective Contribution Subaccount, Employer Contribution Subaccount and Rollover Contribution Subaccount on or after attaining age 59½ regardless of whether the Participant is Retired.

(c) A Participant is eligible to take a distribution of all or a portion of their

Individual Accounts upon a Severance of Employment. For this purpose, a Severance of Employment shall be deemed to have occurred when a Participant has not worked as an Employee in the building and construction industry for a period of at least twelve (12) full calendar months.

(d) For the avoidance of doubt, a Participant's Regular Contribution Subaccount and Supplemental Subaccount shall not be available for distribution or withdrawal prior to the Participant's Retirement, Severance of Employment or death.

2.9 Total and Permanent Disability

A vested Participant who is Totally and Permanently Disabled and has earned at least 750 Hours of Service in this Plan or in a Related Plan in the three (3) consecutive Plan Year period prior to the Participant's disability, shall be entitled to Total and Permanent Disability benefits.

Total and Permanent Disability, for the purpose of this Plan, will mean disability by accidental bodily injury or disease which on the basis of medical evidence can be assumed to be permanent and continuous during the remainder of the Participant's lifetime, and which renders the Participant incapable of performing any and every duty pertinent to his or her occupation as a Carpenter. After benefits have been paid to the Participant for twenty-four (24) months, the Participant must then be incapable of engaging in any gainful occupation for which the Participant is found to be fitted by training, experience and abilities.

Disability Retirement income will not be payable to a Participant where the disability results from an intentional self-inflicted injury or the habitual use of narcotics or alcoholic beverages.

Disability will not be considered established unless it has continued for a period of not less than six (6) consecutive months. The Board of Trustees may, however, at their discretion, waive the six (6) month period.

It shall be the responsibility of the Participant to submit satisfactory proof of such disability to the Board of Trustees. Before ruling on any disability, the Board of Trustees may designate a qualified physician of their choice to examine the Participant.

The Board of Trustees may, from time to time, require satisfactory proof of continued disability. If the Board of Trustees determine that a Participant's disability has ceased prior to his or her attainment of age sixty-five (65), Disability Retirement income will stop with the payment for the month in which the disability ceased. Remaining payments, if any, due to the Participant as a disability benefit will be canceled. The Participant will be vested in the unpaid balance of the Individual Account to the same extent as prior to the Plan's payment of the disability retirement benefit.

When a Participant who is receiving Disability Retirement income reaches the Normal Retirement Date, no further proof of continued disability will be required.

2.10 Safe Harbor Hardship Withdrawals

Effective June 1, 2021, a Participant may apply for a hardship withdrawal from their Elective Contribution Subaccount. The withdrawal must satisfy the criteria set forth below and may be approved or disapproved at the discretion of the Board of Trustees, or their agent, under nondiscriminatory standards uniformly applied.

(a) General Rule. A hardship distribution may only be made on account of an immediate and heavy financial need of the

Participant and in an amount not to exceed the sum necessary to satisfy that financial need.

(b) Deemed Immediate and Heavy Financial Need. A distribution will be deemed to be made on account of an immediate and heavy financial need of the Participant if the distribution is on account of:

- (1) Amounts necessary to obtain services for medical expenses described in section 213(d) of the Internal Revenue Code for the Participant, the Participant's spouse, or any dependents of the Participant;
- (2) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;
- (3) Payment of tuition and related educational fees, and room and board expenses for the next twelve months of post-secondary education for the Participant, the Participant's spouse, children or dependents;
- (4) Payment to prevent the eviction of the Participant from his or her principal residence or foreclosure on the mortgage of the Participant's principal residence;
- (5) Payment for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents;
- (6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Internal Revenue Code Section 165 (determined without regard to Code Section 165(h)(5) or whether the loss exceeds 10% of adjusted gross income);
- (7) Expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Participant's principal place of residence or principal place of employment at the time of the disaster was

located in the area designated by FEMA for individual assistance with respect to the disaster; and

(8) Such other events set forth by the Commissioner of the Internal Revenue Service through the publication of revenue rulings, notices, and other documents of general applicability.

(c) Distribution Deemed Necessary to Satisfy Financial Need. A distribution will be deemed to be necessary to satisfy an immediate and heavy financial need of a Participant if all of the following requirements are satisfied:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant plus anticipated federal, state and local income taxes and penalties on the distribution; and

(2) The Participant has obtained all distributions, other than hardship distributions currently available under all plans in which he or she is a participant.

(3) The Participant makes an application in writing or by an electronic medium (such as email, internet or a recorded phone conversation) and represents that the Participant has insufficient cash or other liquid assets reasonably available to satisfy the need, and the Plan Administrator has no actual knowledge to the contrary.

ARTICLE 3. SCOPE OF THE PLAN

3.1 Extension of Plan

The Board of Trustees may extend the benefits of this Plan to employees of other employer groups and other union locals.

3.2 Related Plans

The Board of Trustees shall recognize as a Related Plan, any pension plan which has

entered into a Reciprocity Agreement with the Northwest Carpenters Retirement Plan. Such recognition shall be under either (a) or (b).

(a) Pro Rata Reciprocity. Pro rata reciprocity will count for the purpose of allowing credit from each plan to apply to meet vesting requirements or to avoid a break in service or to satisfy eligibility requirements for Plan benefits, except when eligibility for a particular benefit under this Plan specifically requires service under this Plan.

(b) Money-Follows-the-Man Transfer. For hours worked on or after January 1, 1991, money-follows-the-man reciprocity will be provided for the purpose of transferring contributions to the home fund of the Participant to allow credit from the home fund for determining vesting requirements or to avoid a break in service or to satisfy eligibility requirements. In order to be eligible for a money-follows-the-man transfer, a Participant must file a request to transfer contributions in writing on a form approved by the Board of Trustees within 60 days from commencement of employment under the Related Plan. For purposes of this Article the term “home fund” will have the same meaning as in the Reciprocity Agreement.

ARTICLE 4. PAYMENT OF ACCOUNTS

4.1 Amount of Benefit

When a Participant becomes eligible to take a distribution or withdrawal, the Participant is entitled to the vested amount in his or her Individual Account (or such eligible Subaccount thereof), as established by the most recent Valuation Date. Notwithstanding the foregoing, for Valuation Dates prior to June 1, 2021, no market value adjustment is made for the month preceding the month in which benefits

commence, even if the most recent Valuation Date falls within that month. Benefits shall be paid only under one of the forms of payment below.

4.2 Default Annuity Forms of Payment

If a portion of the Participant's Individual Account is attributable to contributions for hours worked in Covered Service under the Plan prior to January 1, 2014, the Participant's entire Individual Account shall be paid as follows:

(a) Qualified Joint and Survivor Annuity. The standard form of payment for a Participant who is legally married on his or her retirement date is a qualified joint and survivor annuity which is an annuity for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is equal to fifty percent (50%) of the amount of the annuity payable during their joint lives. The amount of the annuity shall be determined using the Participant's vested Individual Account balance. The Board of Trustees may purchase a non-transferable annuity from a commercial insurance company and distribute this annuity to the Participant. The Board of Trustees shall hold title to the annuity in a form which will prohibit its surrender or a change of its method of payment, without the consent of the Participant's spouse. In lieu of this standard form, the Participant with the consent of his or her spouse, may elect another form of payment provided by the Plan.

(b) Single Life Annuity. The standard form of payment for a Participant who is not married on his or her retirement date is a single life annuity for the life of the Participant. A Participant who is married on his or her retirement date may, with the consent of his or her spouse, waive the standard form of payment for married Participants and elect a

single life annuity. The amount of the annuity shall be determined using the Participant's vested Individual Account balance. The Board of Trustees may purchase a non-transferable annuity from a commercial insurance company and distribute this annuity to the Participant. The Board of Trustees shall hold title to the annuity in a form which will prohibit its surrender or a change of its method of payment, without the consent of the Participant's spouse.

(c) Qualified Optional Survivor Annuity. A Participant who is legally married on his or her retirement date may, with the consent of his or her spouse, waive the standard form of payment and elect a qualified optional survivor annuity, which is an annuity for the life of the Participant with a survivor annuity for the life of the Participant's spouse which is equal to seventy-five percent (75%) of the amount of the annuity payable during their joint lives. The amount of the annuity shall be determined using the Participant's vested Individual Account balance. The Board of Trustees may purchase a non-transferable annuity from a commercial insurance company and distribute this annuity to the Participant. The Board of Trustees shall hold title to the annuity in a form which will prohibit its surrender or a change of its method of payment, without the consent of the Participant's spouse.

4.3 Non-Annuity Optional Forms of Payment

In lieu of the standard forms of payment described in Article 4.2 (applicable to Participants with Covered Service in the Plan before January 1, 2014) and Article 4.4 (applicable to Participants with no Covered Service in the Plan before January 1, 2014), a Participant, with the consent of his or her spouse, if any, may waive the standard form of

payment and elect one of the following optional forms of payments.

(a) Period Certain Payments.

The period certain payments are fixed and essentially equal monthly payments, payable to the Participant, and upon death, to the surviving spouse, surviving children or any other designated beneficiary, provided, however, a beneficiary designation of someone other than the surviving spouse will not be effective unless the surviving spouse has agreed in writing to the designation. The period shall be selected by the Participant but shall not exceed the joint life expectancy of the Participant and the Participant's spouse, if any. If benefits have commenced at the time of the Participant's death, they shall be distributed over a period not to exceed the period of distribution in effect prior to the Participant's death.

(b) Minimum Annual Payout.

A Participant who retires after December 31, 1990, may elect a minimum annual payout, paid monthly, until exhaustion of the Participant's vested Individual Account balance. If the Participant dies prior to exhaustion of the vested Individual Account balance, benefits will be continued to the surviving spouse, surviving children or any other designated beneficiary, provided, however, a beneficiary designation of someone other than the surviving spouse will not be effective unless the surviving spouse has agreed in writing to the designation. The amount of the payout shall be selected by the Participant, using the Participant's vested Individual Account balance and adjusted annually as of the last day of the Plan Year to account for investment gains or losses to the Participant's vested Individual Account. The minimum annual payout shall be not less than the minimum required distribution under Internal Revenue Code § 401(a)(9).

(c) Partial Withdrawal. A

Participant may elect to receive a portion of his or her vested Individual Account at retirement and defer receipt of the balance. Distributions must be made in accordance with the required minimum distribution provisions. A Participant may elect a different form of payment for receipt of the balance of his or her Individual Account. Each partial withdrawal is subject to the application and election procedures, including spousal consent.

4.4 Lump Sum Payment

(a) A Participant may receive the entire vested Individual Account balance. This is the standard form of payment for a Participant who has no contributions attributable to Covered Service in the Plan prior to January 1, 2014.

(b) Notwithstanding any provision in this Plan to the contrary, if the amount in the Participant's Individual Account (less the balance of his or her Rollover Subaccount) is \$5,000 or less, the Plan shall pay his or her entire Individual Account in a lump sum cash payment.

4.5 Application and Payment of Retirement Benefits

(a) Application

(1) To receive a distribution of Accounts under this Plan, a Participant must submit a written application pursuant to the procedure approved by the Board of Trustees and provide any necessary proof of eligibility in accordance with this Plan.

(2) Upon application for a distribution of Accounts, a Participant shall receive a written explanation from the Board of Trustees of the terms and conditions of the various forms of payment. In no event will

benefits commence prior to seven days after the Participant receives this written explanation. For purposes of electing a form of payment, or revoking an election, each Participant shall have an election period of 90 days commencing with the date the written explanation has been provided to the Participant. The election, or revocation of an election, must be in writing and filed with the Board of Trustees before expiration of the election period. The Annuity Starting Date is the first day of the first period for which an amount is payable as an annuity, or in the case of a benefit not payable in the form of any annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

(3) If the Participant's Account has Contributions for Covered Service prior to January 1, 2014 and the total value of the Participant's Account is over \$5,000, election of a form of payment, other than the Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity, the Participant's spouse must consent to the Participant's election. The consent will designate a beneficiary which cannot be changed. The consent will acknowledge the effect of the election and be witnessed by a Plan representative or a notary public. Notwithstanding this consent requirement, if the Participant establishes to the satisfaction of the Board of Trustees that such written consent cannot be obtained because there is no spouse or the spouse cannot be located, or for any other reason provided by the Secretary of the Treasury or his or her delegate, such election can be made without the consent of any person.

(b) Commencement Date. Unless the Participant elects otherwise, payment of Normal Retirement benefits shall commence not later than the sixtieth (60th) day after the

close of the Plan Year in which the latest of the following events occur:

- (1) The Participant's application is received by the Trust;
- (2) The Participant attains the Early or Normal Retirement Date; and
- (3) The Participant has terminated employment with all Individual Employers that make contributions to the Plan.

(c) Notwithstanding any provision to the contrary, commencement of benefits may not be postponed to a date later than the "required beginning date." For calendar years beginning after 1996, the "required beginning date" of a Participant is the later of:

- (1) April 1 of the calendar year following the calendar year in which the Participant attains age 72; or
- (2) The calendar year in which the Participant retires, if the Participant is not a five-percent (5%) owner.

The determination of whether a Participant is a five-percent (5%) owner will be made in accordance with Internal Revenue Code § 416. For calendar years beginning prior to 2019, "70½" is substituted for "72" in paragraph (c)(1) above.

This Article 4.5 shall be construed in accordance with Internal Revenue Code Section 401(a)(9) and regulations promulgated thereunder, all of which are hereby incorporated by reference.

(d) Lost Participant/Beneficiary. If a Participant has not submitted an application for retirement benefits as of the "required beginning date" as defined by Article 4.5(b), and after a reasonable and diligent search the Plan is unable to locate the Participant, the Participant's accrued benefits shall be forfeited effective March 31 prior to the Participant's "required beginning date."

(1) If retirement benefits are payable to a Participant's beneficiary under Article 4 or Article 5, and the Plan is unable to locate the beneficiary, such benefits shall be forfeited effective one year from the date benefits first became payable to the beneficiary.

(2) Notwithstanding the foregoing, previously forfeited benefits of a Participant or beneficiary shall be reinstated upon written application of the Participant or beneficiary. The amount to be reinstated shall be equal to the balance of the Individual Account on the date of the forfeiture, without adjustment for income gains or losses since the date of forfeiture.

4.6 Legal Disabilities – Facility of Payment

If, in the opinion of the Board of Trustees, any Participant who is eligible to receive payments under this Plan is legally, physically, or mentally incapable of personally receiving and receipting for any such payment, the Board of Trustees may direct payments to such other person, persons, or institutions, who, in the opinion of the Board of Trustees, are then maintaining or have custody of such Participant, until claim is made by a duly appointed guardian or other legal representative of such Participant. Such payments, to the extent thereof, will constitute a full discharge of the liability of the Fund and of the Board of Trustees under the Plan.

4.7 Effect of Returning to Work

In the event a Participant who has elected Early or Normal Retirement under this Plan returns to work, payment of benefits under this Plan will not be suspended. This provision shall have no effect on the rules under the Northwest Carpenters Retirement Plan, which provides for an early retirement reduction factor on

election of early retirement and for suspension of benefits. Benefits earned after retirement will be paid within 60 days after the close of the Plan Year in which the benefits were earned.

A Participant who has elected Disability Retirement and who returns to work covered by a Collective Bargaining Agreement, is governed by Article 2.9.

ARTICLE 5. PRERETIREMENT DEATH BENEFIT

5.1 Normal Death Benefit

Upon the death of a vested Participant who had not retired at the time of death, the surviving spouse of the Participant shall receive the balance of the vested benefits in the Participant's Individual Account.

(a) Payment shall be made in one lump sum if the balance in the Participant's Individual Account (less the balance of his or her Rollover Subaccount) is \$5,000 or less.

(b) If the balance (less the balance of his or her Rollover Subaccount) is over \$5,000 and if any amounts in the Participant's Individual Account are attributable to Contributions for hours worked in Covered Service under the Plan before January 1, 2014 and unless the surviving spouse elects otherwise pursuant to Article 5.2, payment shall be made to the Participant's surviving spouse in the form of an annuity equal to the actuarial equivalent of the lump sum value of the vested benefits in the Participant's Individual Account for the life of the Participant's spouse, with payments commencing the month following the date of the application for the death benefits, but not later than 60 days after the close of the Plan Year following the Participant's death. The Board of Trustees may purchase the annuity from a commercial insurance company. Any beneficiary

of a Participant who dies before January 1, 1989, who was eligible for a death benefit under the Plan as it existed prior to January 1, 1989, shall be paid the amount in the Participant's Individual Account.

(c) If the balance is over \$5,000 and all amounts in the Participant's Individual Account are attributable solely to Contributions for Covered Service under the Plan on and after January 1, 2014, payment shall be made to the Participant's surviving spouse in one lump sum, unless the surviving spouse elects otherwise pursuant to Article 5.2.

5.2 Alternative Death Benefit

If the benefit is over \$5,000, the vested Participant's spouse, or any other beneficiary, may elect to receive the vested amount in the Participant's Individual Account in any form of payment available to the Participant, except the Single Life Annuity, the Qualified Joint and Survivor Annuity, or the Qualified Optional Survivor Annuity. The form of payment must satisfy the Minimum Distribution requirements set forth in Article 6.7.

5.3 Designation of Beneficiaries

(a) A Participant may designate any person to receive his or her benefits under this Plan; provided, that if the Participant is married, the Participant's spouse shall be the beneficiary of his or her preretirement death benefits, and the Participant may not designate a nonspouse beneficiary for such benefits or waive the Normal Death Benefit payable under Article 5.1.

(b) Subject to the designation requirements in Article 5.3(a), a Participant may designate, in writing, on a form acceptable to the Board of Trustees, any person to receive his or her benefits under this Plan. However, if a Participant designates a person who is

or subsequently becomes the Participant's spouse for the preretirement death benefits, the designation shall be automatically revoked if the marriage is subsequently dissolved or invalidated, unless the Participant redesignates the former spouse following the dissolution or invalidation of marriage, or except as otherwise provided in a Qualified Domestic Relations Order.

(c) Whenever any benefits under this Article become payable, the person or persons designated to the Board of Trustees as the beneficiaries of the Participant according to the beneficiary designation then on file with the Board of Trustees shall be entitled to receive such benefits and to give full acquittance therefor to the Trust, and payment by the Trust of such benefits to such person or persons shall fully discharge the Trust from all claims under this Article unless, before payment is made, the Trust has received, at its administrative office, written notice by or on behalf of some other person that such other person claims to be entitled to such payment or some interest in the benefits under this Plan.

(d) If a death benefit under this Article would otherwise be payable but for the fact that no valid beneficiary designation is on file with the Board of Trustees as of the date of the Participant's death, and the Participant is survived either by a lawful spouse or by any child of the Participant whether natural, adopted or stepchild, then the Board of Trustees may, in their sole discretion, deem such surviving spouse, or if none, then such surviving child or children as the designated beneficiary(ies) of such Participant. If there is no surviving spouse or child, the Board of Trustees shall pay the benefit to the personal representative of the estate of the Participant. If there is no personal representative appointed, payment

shall be made in the following order: (1) surviving parents, in equal shares; (2) surviving grandchildren in equal shares; or (3) surviving siblings, in equal shares.

ARTICLE 6. ADMINISTRATION OF THE PLAN

6.1 Payment of Administrative Expenses and Use of Forfeitures

Plan forfeitures will be used first to pay the administrative expenses of the Plan; second to credit Individual Accounts for Employer Contributions which are due but cannot be collected through delinquency collection efforts, and for reinstating previously forfeited benefits which are recovered pursuant to Articles 2.5 or 4.5(d); and if additional sums are available, may be allocated pro rata among the Participants' Employer Contribution Subaccounts.

Any additional costs of administering the Plan in excess of forfeitures under the Plan shall be paid through the assessment of an administrative fee as determined by the Board of Trustees and applied to Participant Accounts.

6.2 Valuation of Accounts

The Board of Trustees will value all of the assets of the Fund as of each Valuation Date, which valuation will reflect, as nearly as possible, the then fair market value of the assets comprising the Fund (including income accumulations thereon). In making valuations the Board of Trustees may rely upon information supplied by any investment manager having investment responsibility over any portion of the Fund. Prior to June 1, 2021, the methodology for valuing the Fund assets shall be as set forth in Appendix B.

6.3 Adjustment of Individual Accounts

Accounts will be valued on a daily basis. Each Account will be increased (or decreased) to reflect the following adjustments:

(a) First, the Account value will be decreased by the total amount distributed in fact (or in respect to) a Participant from that account since the last preceding valuation was performed;

(b) Second, the Account value will be increased or decreased to reflect realized and unrealized gains and losses on assets in the Account;

(c) Third, the amount of any administrative fee or assessment as determined by the Board of Trustees and for which payment has not been arranged from another source, will be deducted from the Account, and;

(d) Finally, the previously unallocated contributions received on behalf of the Participant will be allocated to his or her Account.

6.4 Participant Direction for Investment of Accounts – Separate Investment Funds

The Board of Trustees may establish two or more investment funds for the Plan, and such funds may include, but are not limited to, mutual funds, a core investment fund, and collective or co-mingled funds. These funds will each be referred to as an "Investment Fund." Each Investment Fund will have a different investment objective.

Each Participant or beneficiary may file with the Board of Trustees an election in writing (or via electronic communication or by telephone) to have such part or all of the undistributed amounts credited or to be credited to such person's accounts invested in such Investment Funds in such proportions as they may from time to time determine, subject to such rules as

to the time of election, the amendment of an election and the relative proportions which may be elected as the Board of Trustees may provide. All such elections will take effect as of the Valuation Date next following the appropriate and timely receipt of such direction by the Trust. Every election authorized by this Section will be submitted to the Board of Trustees in the manner prescribed by the Board of Trustees, will be in accordance with such rules and regulations as the Board of Trustees may prescribe.

In the event a Participant does not make an election pursuant to the provisions of this subsection, the Board of Trustees (or investment manager if appointed) will invest the amounts credited to a Participant's accounts in accordance with the last previous election, or if no election has been made, in accordance with the policy for investment in one or more default Investment Funds. All income, gains and losses of each such Investment Fund will be credited solely to and charged solely against such Investment Fund. Each Investment Fund will bear its share of any expenses of the Fund as determined from time to time by the Board of Trustees.

This Plan is intended to operate in compliance with Section 404(c) of ERISA and regulations issued thereunder.

6.5 Claims and Appeals Procedure

(a) Claims. Claims or application for benefits under this Plan must be made in writing to the Plan Administrator on forms prescribed by the Administrator.

(b) Denial of Claim (Other Than Claim for Disability Retirement Benefits). Any person whose application for benefits (other than Disability Retirement Benefits) under the Plan has been denied in whole or in part, or whose claim to benefits against the Fund is

otherwise denied, will be notified in writing of the denial within 90 days after the Plan's receipt of the application or claim. An extension of time, not to exceed an additional 90 days, may be required by special circumstances. If so, notice of the extension, indicating the special circumstances and the date by which a final decision is expected to be rendered, will be furnished the claimant before the expiration of the initial 90-day period.

(c) Denial of Claim for Disability Retirement Benefits. Any person whose application for Disability Retirement Benefits is denied in whole or in part will be notified in writing of the denial within a reasonable period of time, but not later than 45 days after receipt of the claim. This period may be extended for up to 30 days (to a total of 75 days) if the Plan determines that an extension of time for making the determination is necessary due to matters beyond the control of the Plan and notifies the claimant prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

If the Plan determines that an additional extension of time for making the benefit determination is necessary due to matters beyond the control of the Plan and notifies the claimant prior to the expiration of the first 30-day extension period of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision, then the period for making a benefit determination may be extended by the Plan for an additional 30 days (to a total of 105 days).

If an extension of time is due to the claimant's failure to submit the information necessary to decide a claim for Disability Retirement Benefits, the claimant will be

afforded at least 45 days within which to provide the specified information. The period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

If an extension is necessary to consider a claim for Disability Retirement Benefits, the notification of the extension will specifically provide:

(1) An explanation of the standards on which entitlement to a benefit is based;

(2) The unresolved issues that prevent a decision on the claim; and

(3) The additional information needed to resolve the issues.

(d) Notice of Denial. The notice of denial will set forth the following in a manner calculated to be understood by the claimant:

(1) The specific reason or reasons for the denial;

(2) Specific reference to pertinent Plan provisions on which the denial is based;

(3) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why the material or information is necessary;

(4) An explanation of the Plan's claim review procedure, and the time limits applicable to such procedures, and a statement of the claimant's right to bring a civil action under ERISA § 502(a); and

(5) In the case of a claim for Disability Retirement Benefits, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the

adverse determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of the same will be provided free of charge to the claimant upon request.

(e) Notice of Appeal to Board of Trustees. The claimant may appeal to the Board of Trustees for a review of the denial. The notice of appeal must be in writing and shall contain the following information:

NOTICE OF APPEAL

Notice is hereby given to the Board of Trustees of the Carpenters Individual Account Pension Plan that: (claimant's name, social security number, address and telephone number) hereby appeals from the decision or action of the Board of Trustees or their representative (name of representative, if any) in (make a statement clearly identifying the decision or action being appealed) which decision was made or action taken on the ____ day of _____, 20____.

This appeal is based upon the rights accrued under the Plan by (name, address and social security number of the employee on the basis of whose accrued rights under the Plan the appeal is made, if made by a beneficiary other than such Employee).

I do (not) wish to present my appeal in person or with legal counsel in a hearing before the Board of Trustees.

Together with the Notice of Appeal, a claimant shall file with the Board of Trustees a statement in writing containing the following additional information:

(1) A statement as to each ground on which claimant believes the decision

or other action appealed from to have been in error;

(2) A list of the names and addresses of each person on whose testimony claimant will rely, in whole or in part, in support of the appeal, together with a short statement of the facts to which each such person is expected to testify;

(3) A list of each document on which claimant will rely in support of the appeal.

In the case of a denial of Disability Retirement Benefits, notice must be filed by the claimant or his or her duly authorized representative with the Administrator of the Trust within 180 days after receipt of notice of a denial of Disability Retirement Benefits, and in the case of all other adverse determinations, within 60 days after receipt of notice of the determination. The failure to file a written notice of appeal within the time period prescribed will operate as a complete waiver and will bar claimant's right to appeal, and the decision or other action of the Board of Trustees will be final.

(f) Scheduling of Appeal. After claimant has filed with the Board of Trustees the required written statement in support of appeal, the Board of Trustees will set a date for review of the appeal. The review will be conducted by the Board of Trustees, or by the Appeals Committee designated by the Board of Trustees, which has been allocated the authority for making a final decision in connection with the appeal.

The Board of Trustees will review a properly filed appeal at the next regularly scheduled quarterly meeting of the Appeals Committee, unless the request for review is received by the Board of Trustees within thirty (30) days preceding the date of such meeting. In such case, the appeal will be reviewed no later

than the date of the second quarterly meeting following the Trustee's receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third quarterly meeting of the Appeals Committee following the Trustee's receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as a request for a hearing on the appeal, then prior to the commencement of the extension, the Plan will notify the claimant in writing of the extension, describe the special circumstances and the date as of which the benefit determination will be made.

(g) Appeal Procedures. The claimant is generally entitled to present his or her position and any evidence in support thereof, and may appear in person at the appeal hearing. Notwithstanding the foregoing, appeals involving issues of Plan design (including, but not limited to, requests to amend or waive a Plan provision) will be determined without a hearing based upon the written record. Appeals may be held telephonically.

The claimant may be represented by an attorney or by any other representative of his or her choosing at his or her own expense. The claimant may submit written comments, documents, records, and other information relating to the claim. The claimant will be provided upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim for benefits.

The claimant must introduce sufficient credible evidence on appeal to establish, prima facie, entitlement to the relief from the decision or other action from which the appeal is taken. The claimant will

have the burden of proving his or her right to relief from the decision or action appealed, by a preponderance of evidence. The Board of Trustees will review all comments, documents, records and other information submitted by the claimant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. The Board of Trustees will not afford deference to the initial adverse benefit determination.

When deciding an appeal of a claim for Disability Retirement Benefits that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination will be identified to the claimant. Any health care professional engaged for the purpose of a consultation will not be an individual who was consulted in connection with the initial adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

(h) Decision of Board of Trustees.

The Board of Trustees will issue a written decision on review as soon as possible. In the case of a disability retirement, within five (5) days after the hearing; and on all other appeals, within sixty (60) days of the hearing. The decision will include:

- (1) The specific reasons for the decision, written in a manner calculated to be understood by the claimant;
- (2) Specific references to pertinent Plan provisions on which the decision is based;
- (3) A statement that the claimant is entitled to receive, upon request

and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to the claimant's claim for benefits;

(4) In the case of a claim for Disability Retirement, a statement of the claimant's right to bring a civil action under ERISA § 502(a); and

(5) In the case of a claim for Disability Retirement, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of the same will be provided free of charge to the claimant upon request.

(i) Review of Board of Trustees' Decision

(1) Claim for Disability Retirement Benefits. Following issuance of the written decision of the Board of Trustees on an appeal of a claim for Disability Retirement Benefits, there is no further right of appeal to the Board of Trustees or right to arbitration. Instead, the claimant may bring a civil action under ERISA § 502(a). Any action must be brought within 180 days of receipt of the Board of Trustees' decision.

(2) Claim Other Than for Disability Retirement Benefits. If the claimant is dissatisfied with the written decision of the Board of Trustees, other than a decision on a claim for Disability Retirement Benefits, the claimant may request a further appeal by arbitration in accordance with the Employee Benefit Plan Claims Arbitration Rules of the American Arbitration Association. However, the request must be submitted in writing to the

Board of Trustees within 60 days of receipt of the Board of Trustees' written decision. If the claimant fails to submit a timely request for arbitration, the decision of the Board of Trustees shall be final and binding, and the claimant shall be barred from any further consideration of the claim. If requested, the Administrator will assist the aggrieved person in preparing the request for arbitration. In the event the matter is submitted to arbitration, the appeal will be limited to a transcript of witness testimony, the exhibits and the Findings and Decision of the Board of Trustees (or Appeals Committee of the Board of Trustees). The arbitrator shall not have the power or authority to add to, subtract from, or in any way modify the Plan, Trust Agreement, insurance contracts, if any, or the rules and regulations of the Trust.

The expenses of arbitration will be borne equally by the appealing party, and by the Trust Fund unless otherwise ordered by the arbitrator. Each party is responsible for its own attorney fees. The decision of the arbitrator is final and binding on all parties.

(3) Question on Review.

The question for consideration on review of the Board of Trustees' decision is whether, in the particular instance:

- (i) The Board of Trustees were in error upon an issue of law;
- (ii) The Board of Trustees acted arbitrarily or capriciously in the exercise of their discretion; or
- (iii) The Board of Trustees' findings of fact were supported by substantial evidence.

(j) Sole and Exclusive Procedure.

The procedure specified in this Article shall be the sole and exclusive procedure available to a

Participant or beneficiary who is dissatisfied with a claim or eligibility determination, or benefit award, or who is adversely affected by any action of the Board of Trustees.

6.6 Construction of the Plan

This Plan is administered by the Board of Trustees. The Board of Trustees may establish rules for the transaction of their business and administration of the Plan. The Board of Trustees will have the exclusive right to construe the provisions of the Plan and to determine any and all questions arising thereunder or in connection with the administration thereof, including the right to remedy possible ambiguities and inconsistencies or omissions, and any such construction or determination by the Board of Trustees made in good faith shall be conclusive on all persons affected thereby, provided that in any such construction or determination, the Board of Trustees shall not discriminate in favor of any employee or class of employees.

6.7 Required Minimum Distributions

(a) General Rules

(1) Effective Date. The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. Notwithstanding any other provision of the Plan to the contrary, distributions will be made in accordance with Code Section 401(a)(9) and IRS Regulations §§ 1.401(a)(9)-2 through 1.401(a)(9)-9, including the incidental death benefit requirements of Code Section 401(a)(9)(G).

(2) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Article, distributions may be made under

a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provision of the Plan that relate to Section 242(b)(2) of TEFRA.

(3) Special Rules for Calendar Year 2020. A required minimum distribution for 2020 (including a distribution to a Participant whose Required Beginning Date is April 1, 2021) (2020 RMDs), which is waived pursuant to Code § 401(a)(9)(I), will not be distributed unless a Participant or Beneficiary affirmatively elects to receive it. A Participant or Beneficiary will be given an opportunity to make an election as to whether or not to receive those distributions. Notwithstanding the foregoing, a direct rollover will be offered only for distributions that would be Eligible Rollover Distributions in the absence of Code § 401(a)(9)(I).

(4) Precedence. The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

(b) Failure of Participant to File an Application. If the Participant has not responded to notifications from the Plan nor filed an application for benefits by the “required beginning date” as defined in Code Section 401(a)(9), but the Participant’s location is known, payments will commence on the Participant’s required beginning date of the minimum amount that must be distributed for each distribution calendar year, determined by dividing the Participant’s Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation § 1.401(a)(9)-9 using the Participant’s age as of the Participant’s birthday in the distribution calendar year.

ARTICLE 7. AMENDMENTS

7.1 Right to Amend

The Board of Trustees reserve the right to change, modify or amend the Plan at any time, retroactively or otherwise. Action by the Board of Trustees to amend the Plan will be taken in accordance with the procedures set forth in the Trust Agreement.

It is intended that the Plan will constitute a qualified Pension Plan under the applicable provisions of the Internal Revenue Code and Internal Revenue Service and Department of Labor regulations. Any amendment of the Plan may be made retroactively, if necessary and appropriate to qualify the Plan to meet the requirements of the applicable law and regulations. No amendment of the Plan shall be adopted which will cause or result in the expenditure of any portion of the funds to inure to the benefit of any Individual Employer or the Union or for any other purpose other than for the exclusive benefit of the Participants and their beneficiaries.

Notwithstanding the foregoing, no amendment shall be effective if it has the effect of decreasing, either directly or indirectly a Participant’s accrued benefit, except to the extent permitted under Internal Revenue Code § 412(c)(8). If the vesting schedule is amended, in the case of an individual who is a Participant as of the later of the date the amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of the Participant’s employer-derived accrued benefit will not be less than the percentage computed under the Plan without regard to such amendment.

Each Participant with at least three years of Credited Service for vesting at the time of

adoption of any amendment changing any vesting schedule under the Plan, or prior to the end of the election period, shall have the right to elect at any time, but no later than 60 days after the election period, to have his or her vested percentage computed under the Plan without regard to such amendment. For purposes of this Article, the term “election period” means the later of:

- (a) The date the amendment is adopted;
- (b) The date on which the amendment is effective; or
- (c) The date on which the Participant is given written notice of the amendment.

Amendments shall be approved by the Board of Trustees and signed by the Co-Chairs of the Board of Trustees.

7.2 Mergers, Consolidations or Transfer of Assets

No merger, consolidation or other transfer of the assets and liabilities of the Trust to another Trust shall be made unless each Participant to this Trust would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had been terminated).

ARTICLE 8. TERMINATION OF PLAN

8.1 Duration of Plan

It is expected that the Plan will be continued in effect indefinitely and that each Employer will continue to make Contributions required by applicable Collective Bargaining Agreements. The Board of Trustees reserve the

right to institute proceedings to affect a partial or total termination of the Plan. This will be done by action of the Board of Trustees, in accordance with procedures set forth in the Trust Agreement.

8.2 Non-forfeitable/Payment of Retirement Benefits

Upon termination or partial termination of the Plan the Individual Accounts of all affected Participants shall become fully vested and non-forfeitable. The Plan Administrator shall arrange for the payment of the Account balances of the affected Participants after payment of any expenses properly chargeable thereto.

8.3 Payment of Any Remaining Funds

If, after the provisions of Article 8.2 have been applied, any balance remains in the Trust Fund, such remaining balance shall be allocated among all Participants in accordance with a non-discriminatory formula to be determined by the Board of Trustees. Any amount to be allocated to a Participant may be in cash or in the form of a monthly benefit at the discretion of the Board of Trustees.

Upon final distribution of the assets as specified above, the Plan shall be terminated. No persons, including any Employer, Participant, former Participant or beneficiary shall have any further right or claim therein.

ARTICLE 9. INALIENABILITY

No Participant or other person having or claiming to have any interest of any kind or character in or under this Plan or in any payment therefrom will have any right to sell, assign, transfer, convey, hypothecate, anticipate, or otherwise dispose of such interest, and such interest will not be subject to any liabilities or

obligations of or any bankruptcy proceedings, claims of creditors, attachment, garnishment, execution, levy, or other legal process against such person or his or her property.

Notwithstanding the foregoing, the Plan will pay benefits in accordance with the applicable requirements of any Qualified Domestic Relations Order (QDRO), which term, for the purposes of this Plan, means a state court order satisfying the following requirements:

(a) Such order must relate to the provision of child support, alimony payments or marital property rights of a spouse, former spouse, child or other dependent which recognizes the existence of such an alternate payee's right to, or assigns to such an alternate payee the right to, receive all or a portion of a Participant's benefits.

(b) Such order must specify:

(1) The name and last known mailing address of the Participant and each alternate payee covered by the order;

(2) The amount or percentage of benefits to be paid to each alternate payee, or the manner in which such amount or percentage is to be determined;

(3) The number of payments or period to which such order applies; and

(4) Each plan to which such order applies.

(c) Such order must not:

(1) Require the Plan to provide any type or form of benefits, or any option, not otherwise provided under the Plan, except as provided in (d) below;

(2) Require the Plan to provide increased benefits determined on the basis of actuarial value; or

(3) Require the payment of benefits to an alternate payee which are required

to be paid to another alternate payee under another order previously determined to be a QDRO.

(d) Such order may:

(1) Provide that the former spouse shall be treated as a surviving spouse of the Participant as to accrued benefits earned during the marriage to the former spouse; or

(2) Require that payments be made to an alternate payee on or after the date the Participant is eligible for an Early Retirement Pension in any form other than a joint and survivor annuity, even though the Participant has not ceased Covered Service.

(e) If an alternate payee to whom benefits would have been payable under a QDRO dies before any such benefits are payable, then unless the QDRO provides for the payments to be made to another alternate payee or to a beneficiary of the alternate payee, any interest of the alternate payee in the benefits shall terminate and revert to the Participant.

(f) No domestic relations order shall be considered a QDRO until it has been approved as such, in writing, by the Plan.

(g) During any period in which the Plan has received a proposed QDRO and the issue of whether the order is a QDRO is being determined, the Plan shall separately account for amounts which would have been payable to the alternate payee during such period if the order had been determined to be a QDRO (referred to as segregated amounts). If, within the 18-month period beginning with the date the first payment would be required under the order, it is determined that the order is a QDRO, the segregated amounts shall be payable to the person or persons entitled thereto under the QDRO. If within the 18-month period it

is determined that the order is not a QDRO, or the issue of whether the order is a QDRO is not resolved, the Plan shall pay the segregated amounts to the person or persons who would have been entitled to such amounts if there had been no order. Any determination that an order is a QDRO made after the 18-month period shall apply prospectively only.

(h) The Plan shall not make a determination that an order is a QDRO if the order requires payment of benefits which were paid prior to the Plan's receipt of the QDRO.

(i) The alternate payee shall notify the Board of Trustees in writing of the intent to commence benefits. The Plan may require the alternate payee to submit documentation in support of the application to commence benefits.

(j) The Board of Trustees of the Plan will establish reasonable written procedures to determine the qualified status of domestic relations orders and to administer distributions under qualified orders.

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 Information to Be Furnished

A Participant shall furnish the Board of Trustees with any information or proof that they may deem necessary and reasonable in order to administer the terms of this Plan.

10.2 Savings Clause

If any provisions of the Plan are held to be illegal or invalid for any reason, such illegality or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if such illegal and invalid provisions had never been inserted in the Plan.

10.3 Limits on Contributions

(a) Maximum Annual Additions.

Notwithstanding any other provision of this Plan, under EGTRRA Section 631 and Internal Revenue Code § 414(v), if applicable, the annual addition that may be contributed or allocated to a Participant's Account under the Plan for any limitation year shall not exceed the lesser of: (a) \$40,000, as adjusted for increases in the cost-of-living under Internal Revenue Code § 15(d); or (b) 100 percent (100%) of the Participant's compensation, within the meaning of Internal Revenue Code § 415(c)(3), for the limitation year. The compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Internal Revenue Code § 401(h) or § 419A(f)(2)) which is otherwise treated as an annual addition. The provisions of this Article 10.3(a) shall be interpreted in accordance with Internal Revenue Code § 415 and applicable regulations, which are incorporated herein by reference. In the case of a Catch-Up Eligible Participant, Catch-up Contributions shall be disregarded for purposes of the foregoing limitation.

(b) Maximum Annual Limit on Elective Contributions. The maximum Elective Contributions for the Participant's taxable year, together with all other elective deferrals as defined in Internal Revenue Code § 402(g)(3) made by the Participant, shall not exceed the dollar limit in Internal Revenue Code § 402(g)(1), adjusted annually for inflation as described in Internal Revenue Code § 402(g)(4). In the case of a Catch-Up Eligible Participant, Catch-up Contributions shall be disregarded for purposes of the foregoing limitation.

If the Participant's Elective Contributions exceed the limit set forth above (or the Participant notifies the Plan not later

than March 1 after the end of the taxable year that he or she has exceeded the limit taking into account other elective deferrals), the Plan shall distribute such excess elective deferrals, adjusted for earnings allocable thereto (including the gap period), no later than April 15.

(c) ADP Testing on Elective Contributions. Notwithstanding Article 10.3(b), annual Elective Contributions made by a Highly Compensated Employee shall not exceed the limit established by Actual Deferral Percentage (“ADP”) testing conducted in accordance with Internal Revenue Code § 401(k)(3)(A)(ii) and regulations thereunder, as described in Appendix A.

10.4 Eligible Rollover Distributions

(a) Direct Rollover. Effective for distributions payable on and after August 1, 2007, a Participant, surviving spouse, or nonspouse beneficiary who is entitled to a distribution may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover. Notwithstanding the foregoing, distributions less than \$200 per calendar year are not eligible for Direct Rollover.

(b) Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Participant, surviving spouse, or nonspouse beneficiary provided that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the surviving spouse or a nonspouse beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under

Internal Revenue Code § 401(a)(9); and the portion of any distribution that is not includible in gross income.

(c) Eligible Retirement Plan. Effective January 1, 2002, in the case of distributions made to a Participant, an Eligible Retirement Plan is an individual retirement account described in Internal Revenue Code § 408(a), an individual retirement annuity described in Internal Revenue Code § 408(b), an annuity plan described in Internal Revenue Code § 403(a), a qualified trust described in Internal Revenue Code § 401(a), an annuity contract described in Internal Revenue Code § 403(b), or an eligible plan under Internal Revenue Code § 457(b) which is maintained by an eligible employer described in Internal Revenue Code § 457(e)(1)(A), that accepts the Eligible Rollover Distribution. Effective January 1, 2008, an Eligible Retirement Plan shall also mean a Roth IRA, provided that the distributee is eligible to make a qualified rollover contribution to a Roth IRA as described in Code Section 408A(c)(3)(B). The definition of Eligible Retirement Plan applicable to a Participant shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order. Effective August 1, 2007, in the case of distributions made to a nonspouse beneficiary, an Eligible Retirement Plan is an individual retirement account described in Internal Revenue Code § 408(a) or an individual retirement annuity described in Internal Revenue Code § 408(b), which is established in a manner which identifies it as an account with respect to the deceased Participant and also identifies the deceased Participant and the nonspouse beneficiary.

(d) Direct Rollover. A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Participant, surviving spouse, or nonspouse beneficiary.

(e) Limit on Distributions. A Participant, surviving spouse or nonspouse beneficiary may split an Eligible Rollover Distribution which is greater than \$500, by receiving a portion as a Direct Rollover and receive direct payment of the balance, provided that the amount to be distributed as a Direct Rollover must be at least \$500. Only one Direct Rollover shall be allowed with respect to each distribution.

10.5 Veterans Rights Upon Reemployment

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Internal Revenue Code § 401(a)(37) and § 414(u), provided that for benefit accrual purposes, an individual shall not be treated as resuming employment if the individual dies or becomes disabled while performing qualified military service. Effective January 1, 2007, in the case of a Participant who dies while performing qualified military service, the survivors of the Participant are entitled to any additional benefits provided under the Plan (other than benefit accruals relating to the period of qualified military service) had the Participant resumed and then terminated employment on account of death. Funding to provide Employer Contributions and benefits attributable to periods of qualified military service will be a Plan expense. Contributions for qualified military service will be based upon the Participant's average Hours of Service during

the twelve (12) month period immediately preceding the qualified military service or, if shorter, the period of employment immediately preceding the qualified military service; and the Employer Contribution rate in effect during qualified military service.

A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service (as defined under Internal Revenue Code §§ 401(a)(37) and 414(u)) may elect, upon resumption of employment with an Employer, to make additional Elective Contributions up to the maximum Elective Contributions that the Employee could have elected during that period if the Employee's employment had continued at the same level of Compensation without the interruption or leave. Except to the extent provided under Internal Revenue Code § 414(u) of the Code, this right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

10.6 Transfers From Other Qualified Plans

With the consent of the Board of Trustees, amounts may be transferred from other qualified plans, provided that the trust from which such funds are transferred permits the transfer to be made, and the transfer will not, in the opinion of the Board of Trustees, jeopardize the tax-exempt status of the Plan or Trust. The Plan shall only accept amounts transferred from other qualified plans on behalf of a Participant which are:

- (a) Amounts transferred to this Plan directly from another qualified plan; or
- (b) Lump-sum distributions received from a Participant from another

qualified plan which are eligible for tax-free rollover to a qualified plan and which are transferred by the Participant to this Plan within sixty (60) days following his or her receipt thereof.

The Plan shall not accept any portion of a distribution which is attributable to a “designated Roth account.”

Prior to accepting any transfers from a qualified plan, the Board of Trustees may require the Participant to establish that amounts to be transferred meet the requirements of this Article and Internal Revenue Code § 402.

Amounts transferred shall be held pursuant to the terms of the Plan and allocated to the Rollover Subaccount of the Participant on whose behalf the transfer was made. A Participant’s Rollover Subaccount may not be withdrawn by or paid to a Participant, in whole or in part, except as provided in Article 2.8.

For purposes of this Article, the term “qualified plan” shall mean a tax-qualified plan under Internal Revenue Code § 401(a).

As adopted at a meeting of the Board of Trustees on the 30th day of June 2022, to be effective July 1, 2022.

Co-Chair

Co-Chair

APPENDIX A. ACTUAL DEFERRAL PERCENTAGE (“ADP”) TEST

1. Annual Actual Deferral Percentage (“ADP”) Testing

For each Plan Year, the Plan shall satisfy the ADP test with respect to each Testing Group (or shall refund excess Employee Elective Contributions to Highly Compensated Employees in such Testing Group until such tests are satisfied). The relevant provisions of Code Section 401(k)(3) and Treasury Regulations § 1.401(k)-1 and -2 are hereby incorporated by reference.

2. Identification of Testing Groups

2.1 Mandatory Disaggregation of Bargained and Non-Bargained Employees. For testing purposes, each Individual Employer’s Employees that participate in the Plan pursuant to a collective bargaining agreement (“Bargained Employees”) will be mandatorily disaggregated from its Employees that participate in the Plan pursuant to the terms of a written contribution agreement between an Individual Employer and the Board of Trustees (“Non-Bargained Employees”). For this purpose, an Employee is considered to be a Bargained Employee if he or she meets the “alumni employee” definition in Treasury Regulation § 1.410(b)-6.

2.2 Employer by Employer Testing of Non-Bargained Employees. Each Individual Employer’s Non-Bargained Employees will be tested separately as its own “Testing Group.”

2.3 Permissive Aggregation of Bargained Employees. Each Individual Employer’s Bargained Employees will be considered together with all other Individual Employers’ Bargained Employees as if they are employed by a single employer that participates in the Plan, and will be treated as a single

Testing Group, in accordance with Treasury Regulation § 1.401(k)-1(b)(4)(v)(B).

3. Identification of Highly Compensated Employees

Within each Testing Group, the Highly Compensated Employees will be identified and segregated into the “Highly Compensated Employee Group.” The remaining employees in each Testing Group will be identified as the “Non-Highly Compensated Employee Group.”

4. Deferral Percentage Calculations

4.1 Non-Bargained Employee ADR Ratio. For each Non-Bargained Employee, an individual Actual Deferral Ratio (“ADR”) shall be calculated, as follows:

(a) The Participant’s Employee Elective Contributions to the Plan during the Plan Year while employed with an Individual Employer (excluding Catch-Up Contributions)

Divided by:

(b) The Participant’s Compensation during the Plan Year from such Individual Employer.

4.2 Bargained Employee ADR Ratio. For each Bargained Employee, an individual ADR shall be calculated as follows:

(a) The Participant’s Employee Elective Contributions to the Plan made during the Plan Year while employed with all employers that are obliged by a collective bargaining agreement to contribute to the Plan (excluding Catch-Up Contributions)

Divided by:

(b) The Participant’s aggregate Compensation during the Plan Year from such Employers.

4.3 Highly Compensated Employee ADR. The ADR for a Highly Compensated Employee shall be calculated taking into account such Participant’s elective deferrals

under any other cash or deferred arrangement sponsored by the Employer (excluding Catch-Up Contributions).

5. Average Deferral Percentage for Highly Compensated Employee and Non-Highly Compensated Employee Groups

For each Testing Group, an Actual Deferral Percentage (“ADP”) will be calculated for the Highly Compensated Employee Group and the non-Highly Compensated Employee Group. The ADP is the average of the ADRs calculated under Section 4 of this Appendix A.

6. ADP Limitations for Highly Compensated Employee Testing Groups

For each Testing Group, one of the following ratio tests must be satisfied.

6.1 125% of Contribution Rate. The ADP for the Highly Compensated Employee Group cannot be more than 125% of the ADP for the non-Highly Compensated Employee Group for the relevant Plan Year.

6.2 Alternate Limit. Alternatively,
(a) The ADP for the Highly Compensated Employee Group shall not exceed by more than two percentage points (2%) the ADP for the non-Highly Compensated Employee Group for the relevant Plan Year; and

(b) The ADP for the Highly Compensated Employee Group shall not be more than double the ADP for the Non-Highly Compensated Employee Group for the relevant Plan Year.

6.3 Relevant Plan Year. The “Relevant Plan Year” shall be the current Plan Year.

7. Correction Procedures for Failed ADP Test

If a Testing Group’s initial ADP testing does not satisfy one of the ratios in Section 6 of this Appendix A, Elective Employee Contributions

by the Highly Compensated Employee Group that exceed these limitations are “Excess Contributions.” To the extent that any such Excess Contributions can be recharacterized as “catch-up contributions” in accordance with Internal Revenue Code § 414(v), the Administrator shall do so. If the ADP test failure is not resolved by this action, the Administrator shall employ either or a combination of the following strategies.

7.1 Refund of Excess Contributions to Highly Compensated Employees. Excess Contributions, (plus any earnings and minus any loss allocable thereto), shall be distributed no later than March 15 after a Plan Year to Highly Compensated Employees in a Testing Group to whose accounts such Excess Contributions were allocated for such Plan Year, except to the extent such Excess Contributions may be recharacterized as “catch-up contributions.”

Step 1: *Determine the total amount of Excess Contributions.* The total amount of Excess Contributions is the amount, if any, by which a Highly Compensated Employee’s Employee Elective Contribution must be reduced to cause the ADR of the Highly Compensated Employee with the highest ADR to equal ADR of the HCE with the next highest ADR, unless a lesser amount would suffice. This process is repeated until an ADP ratio is satisfied. The sum of the reductions is the total amount of Excess Contributions.

Step 2: *Apportion the Excess Contributions among the Highly Compensated Employees.* The total Excess Contributions determined in step 1 are apportioned to the Highly Compensated Employees by reducing the Excess Elective Contribution of the Highly Compensated Employee with the largest dollar amount of contributions to the amount so that

it equals the dollar amount contributed by the Highly Compensated Employee with the next largest dollar amount of contributions unless a lesser amount would suffice. This process is repeated until an ADP ratio is satisfied.

Step 3: *Determine Income/Loss.* Determine any income or loss allocable to the Excess Contributions through the date such Excess Contributions are distributed using a reasonable method, in accordance with Treasury Regulation § 1.401(k)-2(b)(2)(iv).

Step 4: *Distribute Excess.* Distribute the Excess Contributions, as adjusted for earnings and losses to the affected Highly Compensated Employees in the Testing Group.

7.2 Supplemental QNEC Contributions. Within twelve (12) months after the end of the Plan Year, an Individual Employer shall make a special Qualified Non-Elective Contribution (“QNEC”) on behalf of its Non-Highly Compensated Employees in a Testing Group of an amount sufficient to satisfy one of the tests set forth in Section 6, not to exceed five percent (5%) of Compensation. Such contribution shall be allocated to each Non-Highly Compensated Employee in the Testing Group in the same proportion that each participating Non-Highly Compensated Employee’s Compensation for the Plan Year bears to the total Compensation of all participating Non-Highly Compensated Employees in the Testing Group.

APPENDIX B. ACCOUNT VALUATION PROCEDURES PRIOR TO JUNE 1, 2021

Beginning December 31, 1981 and prior to June 1, 2021, the Board of Trustees shall, at least annually, value the Plan assets at their fair market value as of each Valuation Date. The

term “fair market value” meant the value of the assets which takes into account the fair market value of all the investments of the Trust.

The Board of Trustees shall, in their sole discretion, and with the advice of their actuary, determine the unit value of the Fund for each Valuation Date. The unit value for the Fund shall be based upon: (1) the fair market value of the Fund (adjusted as necessary for forfeitures, expenses and the creation of any reserves) as of such Valuation Date; (2) divided by the total units in the Fund on the immediately preceding Valuation Date.

Units are allocated each calendar month to a Participant’s Regular Subaccount, Supplemental Subaccount, Employer Contribution Subaccount or Elective Contribution Subaccount based upon the Contributions made or required to be made on behalf of the Participant with respect to the applicable subaccount for the month, divided by the most recent unit value. Units are allocated each calendar month to a Participant’s Rollover Subaccount based upon the Rollover Contributions made on behalf of the Participant for the month, divided by the most recent unit value.

APPENDIX C. ALLOCATION OF 2022 LITIGATION SETTLEMENT PROCEEDS TO AFFECTED PARTICIPANTS

On February 18, 2022, the Board of Trustees approved a Settlement Agreement with AllianzGI which resulted in payment to the Plan of settlement proceeds of \$27,698,124.93 on or about March 1, 2022 (“Litigation Settlement Proceeds”). The litigation related to investment losses in the first quarter of 2020 of \$56,416,640 incurred by the Plan Account owners who were

invested in two strategies managed by AllianzGI:

- AllianzGI Structured Alpha 1000 Plus LLC
- AllianzGI Structured Alpha U.S. Equity 250 LLC

The Board of Trustees has approved the following allocation of the Litigation Settlement Proceeds to be made as soon as practicable upon receipt of the Litigation Settlement Proceeds:

Eligible Accounts: An allocation will be made to all Participants with Accounts in the Plan in February, March or April 2020 (“Eligible Account”). Notwithstanding the foregoing, a Participant whose Account was first established in April 2020 or later shall not be an Eligible Account.

Amount of Litigation Settlement Proceeds Allocated to each Participant Account: Each Eligible Account will be allocated a share of the Litigation Settlement Proceeds proportionate to the Allianz losses incurred in each Eligible Account relative to Allianz losses for all Eligible Accounts from February to April, 2020. The allocation shall be divided among the Participant’s Employer Contribution Subaccount, Elective Contribution Subaccount, Regular Subaccount, and Rollover Subaccount in proportion to the balance in each such subaccount as of the date the Litigation Settlement Proceeds are received, and invested in accordance with the Participant’s investment directions or the Plan’s default investment rules, as described in Section 6.4.