

**WISCONSIN NECA-IBEW
RETIREMENT PLAN**

Restated Effective January 1, 2022

WISCONSIN NECA-IBEW
RETIREMENT PLAN

TABLE OF CONTENTS

Page

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1	Definitions.....	1-1
1.2	Construction.....	1-5
1.3	Top-Heavy Contributions	1-5

ARTICLE 2

EMPLOYER PARTICIPATION IN THE PLAN

2.1	Participating Employers as of November 30, 1989	2-1
2.2	Acceptance of New Employers and New Collective Bargaining Units	2-1

ARTICLE 3

ELIGIBILITY AND PARTICIPATION

3.1	Eligible Class of Employees	3-1
3.2	Commencement of Participation.....	3-1
3.3	Termination of Participation	3-1
3.4	Reemployment	3-1

ARTICLE 4

CONTRIBUTIONS AND ALLOCATIONS

4.1	Employer Contributions.....	4-1
4.2	Administrative and Qualified Military Service Expenses	4-1
4.3	Allocation of Employer Contributions.....	4-2
4.4	Transfer of Assets from other Employee Benefit Plans.....	4-2
4.5	Reciprocal Agreements	4-3
4.6	Administrative Expense Account	4-3
4.7	Elective Contributions	4-4
4.8	Catch-up Contributions	4-6
4.9	Delivery of Contributions to the Trust.....	4-6
4.10	Employer Responsibility.....	4-6
4.11	Termination or Modification of Elective Contributions Agreement	4-6
4.12	Actual Deferral Percentage ("ADP") Test	4-7

4.13	Highly Compensated Employee	4-8
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ARTICLE 5

VALUATION

5.1	General.....	5-1
-----	--------------	-----

ARTICLE 6

CONTRIBUTION AND ALLOCATION RESTRICTIONS

6.1	General.....	6-1
-----	--------------	-----

ARTICLE 7

BENEFITS AND DISTRIBUTIONS

7.1	Vesting	7-1
7.2	Commencement and Termination of Disability Benefits	7-1
7.3	Eligibility for Retirement Benefits.....	7-2
7.4	Commencement of Retirement Benefits.....	7-2
7.5	Lost Participants or Beneficiaries	7-3
7.6	Method of Payment.....	7-4
7.7	Required Lifetime Distribution.....	7-11
7.8	Distribution from Account Prior to Early Retirement Date.....	7-13
7.9	Reemployment	7-14
7.10	Qualified Domestic Relations Orders	7-14
7.11	Qualified Military Service	7-15

ARTICLE 8

CLAIMS PROCEDURE

8.1	Claims Procedures	8-1
8.2	Application for Benefits.....	8-1

ARTICLE 9

AMENDMENT AND TERMINATION

9.1	Amendment.....	9-1
9.2	Notice of Amendment.....	9-1
9.3	Termination and Discontinuance of Contributions.....	9-1

ARTICLE 10

GENERAL PROVISIONS

10.1	Nonguarantee of Employment	10-1
10.2	Rights to Trust Assets	10-1
10.3	Limitation on Assignment.....	10-1
10.4	Facility of Payment	10-1
10.5	Information Furnished by Employee	10-2
10.6	No Employer Right to Trust	10-2
10.7	Disclaimer of Liability	10-2
10.8	Savings Clause	10-2
10.9	Administered Solely by Trustees	10-2
10.10	Merger, Consolidation or Transfer of Assets and Liabilities to Other Plans.....	10-2
10.11	Determination By Trustees Binding	10-2
10.12	Appeals	10-3
10.13	Funding Policy	10-3
10.14	Participant Direction of Investment of Account	10-3
10.15	Overpayment or Erroneous Benefit Payment	10-4
10.16	Distribution for Minor Beneficiary	10-4
10.17	Written Communication	10-4

ARTICLE 11

ADOPTION

INTRODUCTION

Effective December 1, 1985, the Board of Trustees (the "Trustees") of the Agreement and Declaration of Trust, known as the Wisconsin NECA-IBEW Retirement Money Purchase Plan Trust (the "Trust Fund"), established the Wisconsin NECA-IBEW Retirement Money Purchase Plan (the "Plan") to provide retirement benefits for Employees.

The Trustees of the Plan amended and restated the Plan in its entirety in order to conform it to the requirements of the Tax Reform Act of 1986 and again for legislation known as "GUST." Effective January 1, 2004, the Plan was converted from a money purchase plan to a profit sharing plan and was renamed the Wisconsin NECA-IBEW Retirement Plan.

The Trustees of the Plan amended and restated the Plan, effective as of January 1, 2009, or such other dates specified within, to comply with changes to Code section 401(a) as required under the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") effective January 1, 2002 and subsequent legislation, including the Pension Protection Act of 2006 and other law changes.

The Trustees of the Plan amended and restated the Plan, effective January 1, 2014 or such other dates specified within, to, among other things, reflect the amendments adopted to comply with recent changes and guidance under the 2013 Cumulative List of Changes in Plan Qualification Requirements (IRS Notice 2013-84).

The Plan is now amended and restated, effective January 1, 2022 or such other dates specified within, to, among other things, reflect the amendments adopted to comply with recent changes and guidance required under the Setting Every Community Up for Retirement Enhancement Act and the Coronavirus Aid, Relief and Economic Security Act. The following Articles, as amended from time to time, comprise the restated Plan. Except as otherwise expressly provided, the terms of the Plan as in effect at the time an individual terminates Employment shall be controlling with respect to that individual.

ARTICLE 1

Definitions and Construction

1.1 Definitions.

(a) Account. The record of each Participant's interest in the Trust Fund. The Account shall include these subaccounts for recordkeeping purposes:

(1) Money Purchase Account (which holds Employer contributions attributable to employment prior to January 1, 2004, and allocable earnings); and

(2) Profit Sharing Account (which holds Employer contributions attributable to employment on and after January 1, 2004, and allocable earnings).

(3) Elective Contribution Account (which holds Participant Elective Contributions, and allocable earnings).

(4) Rollover Contribution Account (which holds Participant Rollover Contributions and allocable earnings).

The optional benefit forms in effect as of December 31, 2003 shall be preserved for the Money Purchase Account to the extent required by applicable law.

(b) Association. The Wisconsin Chapter, NECA, Inc., and each of its divisions that participate in the Plan.

(c) Code. The Internal Revenue Code of 1986, as amended from time to time, and as interpreted by applicable regulations and rulings issued thereunder.

(d) Covered Employment. Employment for which an Employer is obligated to contribute to the Plan.

(e) Disability. A physical or mental condition which, in the judgment of the Trustees, prevents an Employee from performing the normal duties of his or her occupation.

(f) Disability Retirement Date. The last day of the 26th week of a Participant's Disability provided the Participant has not attained age 55.

(g) Early Retirement Date. A Participant's 55th birthday.

(h) Elective Contributions. Elective Contributions and Catch-up Contributions, as defined below:

(1) Elective Contributions. Employer contributions made to the Plan at the election of the Participant on a pretax basis pursuant to the cash or deferred arrangement of Section 4.7 and which would otherwise be payable to the Participant in cash.

(2) Catch-up Contributions. Elective Contributions made pursuant to Section 4.8 of the Plan and in excess of an otherwise applicable Plan limit as defined in Section 4.7.

(i) Effective Date. December 1, 1985.

(j) Employee. Any person who has an employer-employee relationship with an Employer but not including any person who will cause the Plan to lose its tax-exempt status. Notwithstanding the foregoing, Travelers, summer workers and youth apprentices shall not be considered Employees for purposes of Elective Contributions.

(k) Employer.

(1) Any Employer which:

(A) On or after the Effective Date of this Plan is bound by a collective bargaining agreement or other written agreement with the Union or the Trustees requiring the Employer to make periodic contributions to the Plan;

(B) Is accepted for participation in the Plan by the Trustees in accordance with the provisions of the Plan and Trust Agreement;

(C) Signs a copy of the Trust Agreement or a Participation Agreement that is filed at the administrative offices of the Trust Fund; and

(D) Makes contributions to the Plan as required by the agreement providing for such contributions.

(2) If the Trustees by resolution so provide, and if not judicially determined by a court of final jurisdiction to be a violation of an existing law or statute, the term "Employer" may also include the Trust Fund, the Union, the Association, and any jointly-administered fund to which the Union and any Employer are parties and which is established pursuant to authorization in section 302(c) of the Labor Management Relations Act of 1947 (including Employees of wholly owned subsidiaries of such funds), as amended, provided any such organization shall:

(A) Become contractually obligated to make contributions to the Plan;

(B) Be accepted for participation in the Plan by the Trustees in accordance with the provisions of the Plan and Trust Agreement;

(C) Sign a copy of the Trust Agreement or Participation Agreement that is then filed at the administrative offices of the Trust Fund; and

(D) Make the contributions to the Trust Fund required by the agreement referred to in (A) above.

(3) If an Employer has more than one place of business, the term Employer shall only apply to the place of business covered by the collective bargaining agreement requiring contributions to the Trust Fund.

(l) Employer Contribution Date. For each Employer, the first day of work by its Employees for which the Employer is required to contribute to the Plan pursuant to a written agreement with the Trustees or a collective bargaining agreement with the Union.

(m) Employment. An individual's employment with an Employer.

(n) ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time, and interpreted by applicable regulations and rulings.

(o) Hour of Service. All hours of work by an Employee for which an Employer makes a contribution to the Plan on the Employee's behalf and any other hour for which an Employer makes a contribution to the Plan on the Employee's behalf.

(p) Income. The net gain or loss of the Trust Fund from investments including, but not limited to, interest, dividends, rents, profits, realized and unrealized gains and losses and expenses of the Plan or Trust Fund paid from the Trust Fund. To determine the Income of the Trust Fund for any period, the Trustees shall value the Trust Fund on the basis of its assets' fair market value.

(q) Industry Employment. Employment by an Employee for which no Employer contributions are made to the Trust Fund, but which occurs within the jurisdictional area of the Union and in a job classification or trade activity which would have constituted Covered Employment had such employment been performed for an Employer contributing to the Trust Fund. Such employment shall include, but not be limited to, self-employment.

(r) Normal Retirement Date. A Participant's 60th birthday.

(s) Participant. Any Employee participating in the Plan as provided in Article 3. Where appropriate, the term "Participant" also includes former Participants. As set forth in Section 1.1(j), Travelers, summer workers and youth apprentices shall not be considered Employees for purposes of Elective Contributions.

(t) Participation Agreement. An agreement in form and content acceptable to the Trustees that evidences the commitment of the signatory thereto to be bound by the provisions of the Plan and the Trust Agreement.

(u) Plan. The Wisconsin NECA-IBEW Retirement Plan, as stated herein and as amended from time to time. Prior to January 1, 2004, the Plan was a money purchase pension plan and was named the Wisconsin NECA-IBEW Retirement Money Purchase Plan. Effective January 1, 2004, the Plan is a profit sharing plan and effective July 1, 2020, also included a 401(k) feature. This restatement is effective January 1, 2022, except where noted otherwise.

(v) Plan Year. The 12-consecutive month period ending on December 31.

(w) Prohibited Employment. Work for 40 hours or more or for eight days or more in a month (*i.e.*, a calendar month or an employer's four- or five-week payroll period) in employment or self-employment of the type described below after a Participant or former Participant attains age 60:

(1) In the same industry in which the Employee was employed and accruing benefits under the Plan at the time pension benefits commenced or would have commenced if the Participant or former Participant had not remained in or returned to such work;

(2) In the same "trade or craft" in which the Participant or former Participant was employed at any time while covered by the Plan or supervisory activities relating to such trade or craft (trade or craft extends to any job or occupation using the same skill or skills); and

(3) In the State of Wisconsin.

(x) Spouse. Prior to June 26, 2013, the Participant's lawful opposite-sex spouse. The Plan recognizes a spouse in a manner consistent with governing law. Effective June 26, 2013, the Plan recognizes the marriage of a Participant to a same-sex spouse that was valid in the state where it was entered into regardless of whether the Participant is domiciled in a state that recognizes same-sex marriages.

(y) Traveler. An individual engaged in Covered Employment and eligible for Employer Contributions pursuant to a reciprocal agreement, as defined in Section 4.5. Notwithstanding the foregoing, an individual engaged in Covered Employment and eligible for Employer Contributions pursuant to a reciprocal agreement shall not be deemed a Traveler if the individual is performing work for an Employer with a permanent location outside the Plan's jurisdiction that has executed a participation agreement with the Plan for purposes of Elective Contributions.

(z) Trust Agreement. The agreement pursuant to which the Trust Fund is established and maintained and the Plan is administered by the Trustees.

(aa) Trustees. Those persons who have the authority to control and manage the operation and administration of the Plan and who also have authority to control and manage the Trust Fund.

(bb) Trust Fund. The assets of the Plan held in trust by the Trustees.

(cc) Union. Each local union of the International Brotherhood of Electrical Workers, AFL-CIO-CLC, or the successor by consolidation or merger of such local union and any other local union of the International Brotherhood of Electrical Workers, AFL-CIO-CLC which:

(1) On or after the Effective Date of this Plan has a collective bargaining agreement or other written agreement with an Employer or the Association requiring periodic contributions be made to the Plan by the Employer;

(2) Signs a copy of the Trust Agreement or a Participation Agreement;
and

(3) Is accepted for participation in the Plan by the Trustees or is a party to the Trust Agreement.

The term "Union" shall also mean the Office and Professional Employees International Union, Local 9, as set forth in the Trust Agreement.

(dd) Valuation Date. The Valuation Date shall be each business day of the Plan Year. Prior to May 3, 2021, the Valuation Date for the actively managed core portfolio was the last day of each calendar month of the Plan Year or any other such periods as the Trustees determine to be administratively feasible for the purpose of valuing the Trust Fund pursuant to Article 4 of the Plan.

1.2 Construction. Except to the extent preempted by ERISA, as amended from time to time, the laws of the State of Wisconsin, as amended from time to time, shall govern the construction and application of the Plan. Words used in the masculine gender shall include the feminine and words in the singular shall include the plural, as appropriate. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall refer to the entire Plan, not to a particular section. Any mention of "Articles," "sections" and subdivisions thereof, unless stated specifically to the contrary, refers to Articles, sections or subdivisions thereof in the Plan. All references to statutory sections shall include the section so identified, as amended from time to time, or any other statute of similar import. If any provision of the Code or ERISA, as amended, renders any provision of this Plan unenforceable, such provision shall be of no force and effect only to the minimum extent required by such law.

1.3 Top-Heavy Contributions. In order to comply with the provisions of Code section 416, these provisions shall apply to contributions made on behalf of any Employee not covered by a collective bargaining agreement. In such event, the following shall apply to contributions on behalf of all Employees of an Employer not covered by a collective bargaining agreement:

(a) Required Contributions. For each Plan Year the Plan is top-heavy within the meaning of Code section 416, the Employer shall contribute to the Trust Fund such amount, if any, necessary for the allocation specified in subsection (b) below.

(b) Allocation. Notwithstanding allocations otherwise specified in this Article, as of the last day of any Plan Year in which the Plan is top-heavy, the Trustees shall allocate a Top-Heavy Contribution to the Account of each Participant who is not a Key Employee and who is employed by the Employer on the last day of such Plan Year (without regard to the number of hours of service he accumulated during such Plan Year). A "Top-Heavy Contribution" is an Employer contribution equaling (when combined with Employer contributions on behalf of such Participant to this and other defined contribution plans) the lesser of: (1) 3% of the Participant's Compensation within the meaning of Code section 415(c)(3) and Section 6.1(c) of the Plan; or (2) the same percentage of the Participant's Compensation for such

year as the highest percentage of a Key Employee's Compensation that the allocation of Employer contributions to that Key Employee's Account totals for such year.

A Key Employee shall mean any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual compensation greater than \$200,000 (as of January 1, 2022 and as adjusted under Code section 416(i)(1)); a 5% owner of the Employer, or a 1% owner of the Employer having annual compensation of more than \$150,000. The determination of who is a Key Employee will be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder. For this purpose, annual compensation means compensation within the meaning of Code section 415(c)(3) and Section 6.1(c) of the Plan.

(c) Aggregation of Plans. In determining whether the Plan is top-heavy, the Plan shall aggregate the Plan with (1) each other qualified plan of the Employer in which at least one Key Employee participated during the Plan Year containing the Determination Date or any of the four immediately preceding Plan Years (regardless of whether such plan has terminated) and (2) each other qualified plan of the Employer or a related employer, which enables any plan in which a Key Employee participates to meet the requirements of Code sections 401(a)(4) or 410(b) (the "Required Aggregation Group"). The Trustees may, in making its determination, aggregate the Plan with the Required Aggregation Group of plans of the Employer or a related employer if such plans, as a group, would continue to meet the requirements of Code sections 401(a)(4) and 410(b) (the "Permissive Aggregation Group"). In determining whether this Plan is top-heavy, the Trustees shall consider the present value of accrued benefits and the sum of account balances under all plans aggregated pursuant to Code section 416.

(1) Top-Heavy Plan. Generally, the Plan will be top heavy for any Plan Year if any of the following conditions exists:

(A) If the top-heavy ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group;

(B) If this Plan is part of a Required Aggregation Group (but which is not part of a Permissive Aggregation Group) and the top-heavy ratio for the group exceeds 60%; or

(C) If this Plan is a part of a Required Aggregation Group and part of a Permissive Aggregation Group and the top-heavy ratio for the Permissive Aggregation Group exceeds 60%.

(2) Top-Heavy Group. For the purposes of this section, a top heavy group means any aggregation group if as of the Determination Date(s), the sum of:

(A) The present value of the cumulative accrued benefits for Key Employees under all defined benefit plans included in such group, and

(B) The aggregate of the accounts of Key Employees under all defined contribution plans included in such group exceeds 60% of such sum for all Employees as the top-heavy ratio.

For purposes of determining the present value of the cumulative accrued benefit for any Employee or the amount of the Account of any Employee, such present value or amount shall be increased by the aggregate distributions made with respect to such Employee under the Plan during the one-year period ending on the Determination Date (or the five-year period ending on the Determination Date in the case of a distribution made for a reason other than severance from employment, death or disability) and shall also apply to distributions under a terminated plan which if it had not been terminated would have been required to be included in an aggregation group. Except that, the account balances and accrued benefits of an individual who is not a Key Employee but who was a key employee in a prior Plan Year, or who has not been credited with at least one Hour of Service during the one-year period ending the Determination Date will be disregarded.

The value of Account balances and the present value of accrued benefits will be determined as of the most recent Valuation Date that falls within, or ends with the 12-month period ending the Determination Date.

(3) Determination Date. "Determination Date" for the purposes of this section means for any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of the first Plan Year.

(4) Valuation Date. For purposes of this section, the valuation date shall mean each December 31.

ARTICLE 2

Employer Participation in the Plan

2.1 Participating Employers as of November 30, 1989. An Employer as of November 30, 1989 shall continue as an Employer on December 1, 1989 and for so long thereafter as the Employer satisfies the definition of an Employer in Section 1.1(k).

2.2 Acceptance of New Employers and New Collective Bargaining Units. Any Employer which is not an Employer as of November 30, 1989, and which is not bound by the terms and conditions of a collective bargaining agreement between the Association and the Union may only become an Employer on or after December 1, 1989 if the Trustees approve its participation in the Plan. Further, any collective bargaining unit on whose behalf contributions are not being made to the Plan as of November 30, 1989, may only participate in the Plan if the Trustees approve its participation in the Plan.

The participation in the Plan of an Employer which becomes bound by the terms and conditions of a collective bargaining agreement between the Association and the Union after November 30, 1989 shall not be subject to approval by the Trustees and such an Employer shall become an Employer in the Plan effective as of its Employer Contribution Date.

ARTICLE 3

Eligibility and Participation

3.1 Eligible Class of Employees. Any Employee of an Employer is eligible to participate in the Plan.

3.2 Commencement of Participation. An Employee on whose behalf a contribution is due to the Plan shall become a Participant on his or her first day of Covered Employment.

3.3 Termination of Participation. A Participant shall cease participation in the Plan on the first day of the month following the Participant's termination of Covered Employment.

3.4 Reemployment. If a former Participant resumes Covered Employment, the former Participant shall resume participation in the Plan upon his or her return to Covered Employment.

ARTICLE 4

Contributions and Allocations

4.1 Employer Contributions. For each month of the Plan Year, an Employer shall contribute to the Trust Fund the amount required by the collective bargaining agreement for each Employee of such Employer who is a Participant in the Plan. Such Employer contribution is due on the last day of each month of the Plan Year and shall be paid to the Trust not later than 15 days after the end of any such month. Each Employer contribution shall include an allocation report in such format as the Trustees may require, indicating the following:

- (a) The amount of the Employer contribution;
- (b) The name and Social Security number of each Participant for whom a contribution is being made;
- (c) The number of Hours of Service for each Participant for whom a contribution is being made;
- (d) The portion of the Employer contribution allocated to each Participant;
- (e) The compensation of each Participant for whom a contribution is being made; and
- (f) Any other information reasonably required by the Trustees.

Employer contributions shall be paid in cash or by check. However, the Trustee shall have the right to require a cashier's or certified check.

4.2 Administrative and Qualified Military Service Expenses. As of the last day of each month of the Plan Year and prior to the allocation of the Employer contributions to Participants' Accounts, the Trustees shall pay the following from Employer contributions made during each month:

- (a) Administrative expenses; and
- (b) Contributions required under Code section 414(u) in accordance with Section 7.11 of the Plan in an amount and in a manner consistent with the Uniformed Service Employment and Reemployment Rights Act ("USERRA").

Notwithstanding the foregoing, expenses of the Plan may be paid out of the assets of the Plan provided that such payment is consistent with ERISA. Such expenses include, but are not limited to, expenses for bonding as required under ERISA, insurance expenses, expenses for recordkeeping and other administrative services, fees and expenses of the Trustees, expenses for investment education service, and direct costs that the Trustees incur with respect to the Plan. Expenses that relate solely to a specific Participant or alternate payee may be assessed against such Participant or alternate payee pursuant to action taken by the Trustees and reflected in the

Plan, in the service and expenses agreement or such other documents duly entered into by or with regard to the Plan that govern such matters.

Generally, the administrative expenses shall be allocated uniformly among the Participants with Account balances. However, if an administrative expense which would otherwise be allocated to a Participant's Account exceeds such Participant's Account balance, the administrative expense allocated to such Participant will be equal to his or her Account balance and the Participant's Account shall be closed. Expenses incurred relating to a specific Account (*e.g.*, expenses relating to distributions or the review and processing of qualified domestic relations orders) shall be assessed to that Account.

Effective as of the date of the Plan and Trust established the Administrative Expense Account pursuant to Section 4.6 below, the Trustees in their discretion may pay general administrative expenses from the Administrative Expense Account, to the extent assets in the Administrative Expense Account are not required to fund Code section 414(u) benefits, before allocating expenses to Participant Accounts.

4.3 Allocation of Employer Contributions. As of the last day of each month of the Plan Year, and following the payment of administrative and USERRA expenses pursuant to Section 4.2 of the Plan and allocation of Income pursuant to Article V of the Plan, the Trustees shall allocate the Employer contributions for the month among the Participants' Accounts for whom the contributions were made. A Participant shall only be entitled to receive an allocation of the Employer contribution for those periods of employment for which his Employer actually makes a contribution to the Plan on his behalf. If an Employer is delinquent and fails to make a contribution to the Plan that the Employer was required to make on behalf of a Participant, and the Plan is unable to collect the delinquent amounts, then such delinquency shall not affect or impact the Accounts of Participants not employed by the delinquent Employer. The foregoing to the contrary notwithstanding, make-up contributions required pursuant to Code section 414(u), as discussed in section 7.11 of the Plan, shall first be paid from the Administrative Expense Account described in Section 4.6 to the extent there are sufficient assets in the Administrative Expense Account with any outstanding balance to be paid with Participant contributions.

4.4 Transfer of Assets from other Employee Benefit Plans. Any current Participant who participated in another qualified retirement plan may have transferred to the Trust Fund all amounts and assets attributable to that individual's participation in such plan and originating from pretax contributions. For purposes of this section, a "qualified retirement plan" shall mean a retirement plan qualified pursuant to Code section 401(a) or an annuity plan described in Code section 403(a), and, on and after August 1, 2002, a qualified plan or an annuity contract described in section 403(b) of the Code or an eligible plan under section 457(b) of the Code which is maintained by state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. In addition, a current Participant may make a rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income. A direct rollover from a conduit individual retirement account or annuity will be accepted by the Plan. Such an employee may also deposit in the Trust Fund amounts received from another qualified plan he received personally (either directly from such plan or as a rollover from an individual retirement account or annuity)

provided that he deposits such amounts in the Plan within 60 days following his receipt of such amounts, as required by Code sections 402(c)(3) and 408(d)(3). The foregoing notwithstanding, the Plan may accept rollover contributions after the 60-day rollover period under circumstances described in Revenue Procedure 2016-47. Before accepting such a transfer, the Trustees shall require such Participant consent (and spousal consent, if necessary) and shall require documentation and information as they deem necessary to determine whether a rollover contribution is valid and satisfies the applicable requirements of the Code, and may refuse the contribution. A Participant who transferred amounts pursuant to this section, or on whose behalf such a transfer occurred, shall always remain 100% vested in such transferred amounts and the Income thereon. Immediately upon receipt, the Trustees shall allocate amounts transferred by, or on behalf of, a Participant to his Account. The Plan will not accept a direct rollover of any after-tax contributions from a designated Roth account under an applicable retirement plan described in Code section 402A(c)(1). If a rollover contribution is later determined by the Trustees to have been an invalid rollover distribution or contribution within a reasonable time after the transfer is determined to be invalid, the Trustees shall distribute to the Participant who made the transfer the amount of the transfer, plus any earnings attributable thereto.

4.5 Reciprocal Agreements. The Trustees, upon written resolution, may enter into reciprocal agreements with the trustees of other pension plans qualifying for tax-exempt status under the Code and covering members of other local unions providing for reciprocal benefits for employees doing work in each other's jurisdictions. Such agreements may provide for the disbursement of contributions made by an Employer for an Employee to this Trust, who is a member of another union working under the jurisdiction of the Union. Any contributions collected by the Trustees under such an agreement shall not be allocated to an Account under this Trust for such Employee but instead shall be disbursed as provided in such reciprocal agreement. Conversely, such reciprocal agreements may provide for the receipt of transfers into this Trust of contributions to the trusts of such other pension plans on behalf of an employee who is a member of the Union working under the jurisdiction of another union. Any contributions received by the Trustees from trustees of another pension plan pursuant to a reciprocal agreement shall be allocated to the Accounts of the Participants for whom such contributions are received. Individuals whose Employer contributions are transferred to another retirement plan pursuant to a reciprocal agreement are not eligible to make Elective Contributions under the Plan.

4.6 Administrative Expense Account. An administrative expense account shall be established to hold fee rebates and other amounts that the Plan's recordkeeper, custodian, investment providers and/or other service providers forward to the Plan (the "Administrative Expense Account"). These funds shall first be used for the payment of allocations required under Code section 414(u) in accordance with Sections 7.11 and 4.3. Any remaining funds shall be used to pay reasonable administrative expenses of the Plan and Trust, that are not related to a specific Participant's Account, pursuant to Section 4.2. Funds in this Administrative Expense Account at the end of the Plan Year that have not been applied for the purposes described above shall be allocated pro rata among Participant Accounts as an additional contribution.

In the event of the Plan's termination in accordance with Section 9.3 below, any funds remaining in this Administrative Expense Account that cannot be applied pursuant to Sections 4.2 and 4.3 shall be allocated in a reasonable manner to be determined by the Trustees on a uniform and consistent basis, to the remaining Participant Accounts held in the Plan,

provided the individual Participants to whom these funds are allocated do not exceed the limits of Section 6.1. In the event any Participant exceeds such limit, the amount in excess of the limit shall be reallocated to the Accounts of the remaining Participants who have not exceeded these limits. Similarly, funds allocated to Participant Accounts as described in the preceding paragraph that would exceed the limits of Section 6.1 shall be reallocated to the Accounts of other Participants who have not exceeded these limits.

4.7 Elective Contributions. A Participant's Employer shall contribute a Participant's Elective Contributions to the Plan. Elective Contributions must be deferred before becoming currently available to the Participant and after the cash or deferred arrangement of this Plan is adopted and effective. Elective Contributions may be contributed to the Plan only if the amounts would have been received in cash by the Participant in the Plan Year or are attributable to services performed by the Participant in the Plan Year and, but for the Participant's election, would have been received within 2-1/2 months following the end of the Plan Year.

(a) **Enrollment.** The initial enrollment date shall be the entry date on which the Employee first becomes a Plan Participant, as defined in Section 3.2. A new Employee who engages in Covered Employment will be permitted to execute an Elective Contributions authorization form/deferral agreement with respect to future Compensation at the time he first becomes eligible to participate in the Plan, as determined in accordance with Section 3.1. Contributing Employers will be required to commence deferrals for Employees who execute Elective Contribution authorization forms/deferral agreements pursuant to this subsection (a), effective as of the initial payroll beginning after the first day of the month which immediately follows the Employer's receipt of a copy of the written executed authorization form/deferral agreement.

After the initial enrollment date, Participants may enroll to make Elective Contributions effective as of each January 1, April 1, July 1 or October 1 of any Plan Year, or such other date as the Trustees may establish. A previously covered Employee who begins employment with a new Employer shall be permitted to execute an Elective Contribution authorization upon commencing employment with the new Employer.

A Participant shall enroll in a manner approved by the Trustees, by directing his Employer to make Elective Contributions. A Participant's election authorizing Elective Contributions will remain in effect until amended or discontinued while the Participant remains employed with the same Employer. Notwithstanding the foregoing, a Participant must execute a new Elective Contribution authorization upon commencement of employment with a new Employer.

(b) **Amount.** An Employee may elect to defer income in this Plan by signing the Elective Contribution authorization form requesting the Employer to reduce his or her hourly pay by 2%, 3%, 5%, 10% or 15%, with such amounts of Elective Contributions to be transferred to the Plan and deposited in the Trust Fund. A Participant's Elective Contributions for a calendar year under this Plan and all other cash or deferred arrangements of his Employer(s) may not exceed the dollar limitation of Code section 402(g) as in effect for such calendar year. This dollar limitation may be adjusted annually as provided in section 415(d) of the Code pursuant to regulations.

(c) Allocation. The Trustees shall allocate Elective Contributions to the Elective Contribution Accounts of the Participants for whom such contributions were made.

(d) Revoking an Election to Contribute. A Participant may elect to terminate and revoke his authorization for Elective Contributions effective as of the end of any payroll period upon 10 days advance written notice to the Employer. After termination and revocation of the Elective Contribution authorization, however, the Participant may not again elect to have Elective Contributions made to the Plan until the beginning of the payroll period that commences immediately on or after each January 1, April 1, July 1, or October 1, provided the requirements of Section 4.7(a) above are satisfied.

(e) Election to Change Contribution Amount. A Participant may increase or decrease the amount of his Elective Contributions as of the beginning of the first payroll period commencing on or after each January 1, April 1, July 1 or October 1, provided a notice of the change in election is received by the Employer no later than the 15th day of the month preceding such dates.

(f) Return of Excess Deferrals. A Participant may assign to this Plan any excess deferrals made during a taxable year of the Participant by notifying the Administrator on or before March 1 following the taxable year of the amount of the excess deferrals to be assigned to the Plan. A Participant is deemed to notify the Administrator of any excess deferrals that arise by taking into account only those Elective Contributions made to this Plan or to any other plan of the Employer. The Administrator shall direct the Trustees to distribute to the Participant the amount of any excess deferrals allocable to the Plan, plus or minus any Income allocable to the excess deferrals up to the close of the calendar year in which the deferrals were made. Distribution of excess deferrals shall occur by the April 15 immediately following the close of the calendar year in which the excess deferrals were contributed to the Plan. "Excess deferrals" for any calendar year shall mean those Elective Contributions of a Participant that either (1) are made during the calendar year and exceed the dollar limitation under Code section 402(g) (including, if applicable, the dollar limitation on Catch up Contributions defined in Code section 414(v)) for such year, or (2) are made during a calendar year and exceed the dollar limitation under Code section 402(g) (including, if applicable, the dollar limitation on Catch up Contributions) for the Participant's taxable year beginning in such calendar year counting Elective Contributions made under this Plan and any other plan, contract or arrangement maintained by an Employer.

Income allocable to excess deferrals shall be determined for the calendar year in which the excess deferrals were allocated (1) under any reasonable method used for allocating Income to all Participants' Accounts, as applied consistently to all Participants for the Plan Year, or (2) the Trustees may determine Income by multiplying Income allocable to the Participant's Elective Contribution Account for the calendar year by a fraction, the numerator of which is such Participant's excess deferrals for the year and the denominator of which is the Participant's Account balance attributable to Elective Contributions as of the beginning of the calendar year plus the Participant's Elective Contributions for the calendar year.

4.8 Catch-up Contributions. Participants shall be eligible to make Catch-up Contributions in accordance with, and subject to, the limitations of Code section 414(v) provided a Participant is:

- (a) Eligible to make Elective Contributions under the Plan; and
- (b) At least age 50 prior to the end of the Plan Year.

"Catch-up Contributions" are Elective Contributions made to the Plan that are in excess of an otherwise applicable Plan limit. An otherwise applicable Plan limit is a limit in the Plan that applies to Elective Contributions without regard to Catch-up Contributions, such as the limits on annual additions, the dollar limitation on Elective Contributions under Code section 402(g) (not counting Catch-up Contributions) and the limit imposed by the actual deferral percentage ("ADP") test under Code section 401(k)(3).

Catch up Contributions for a Participant for a taxable year may not exceed (1) the dollar limit on Catch-up Contributions under Code section 414(v)(2)(B)(i) for the taxable year or (2) when added to all other Elective Contributions for the taxable year, 100% of the Participant's Compensation for the taxable year. Catch-up Contributions shall be allocated to a Participant's Elective Contribution Account.

The Trustees shall not take such Catch-up Contributions into account for purposes of determining the required limitations of Code sections 402(g) or 415, as described in Section 4.7 of the Plan. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b) or 416, as applicable, by reason of the making of such Catch-up Contributions.

4.9 Delivery of Contributions to the Trust. Each month a Participant's Elective Contributions shall be deposited by the Employer on behalf of the Participant to the Plan accompanied by the written report required by the Trustees. Such Elective Contributions shall be paid to the Trust not later than 15 days after the end of any such month. Each Elective Contribution shall include an allocation report in such format as the Trustees may require.

4.10 Employer Responsibility. All authorization forms executed by Employees with respect to Elective Contributions (including but not limited to forms authorizing Elective Contributions and changes in Elective Contributions) shall be submitted to either the Participant's Employer or Plan Office, as designated by the Trustees. Employers will be responsible solely for withholding amounts pursuant to properly executed and received written deferral agreements and remitting the withheld deferrals monthly to the Plan. All other aspects of Plan administration, including but not limited to, providing Employees with appropriate deferral election forms, assuring proper execution of these forms, and the submission of the forms to contributing Employers will be the responsibility of the Trustees or the Union or the third party administrator appointed by the Trustees.

4.11 Termination or Modification of Elective Contributions Agreement. A Participant's Elective Contributions agreement shall automatically terminate upon the termination of a Participant's employment, death or retirement. The Trustees may terminate or

modify the Participant's Elective Contributions agreement unilaterally to comply with the ADP test, the Code section 402(g) test or any other nondiscrimination test required by the Code.

4.12 Actual Deferral Percentage ("ADP") Test.

(a) General. In the event the Plan includes at least one Participant who is considered an HCE (within the meaning of Section 4.13) and who elects to make Elective Contributions, the amount such HCEs may contribute shall be limited so as to satisfy the terms of the ADP test. The ADP test shall be satisfied separately with respect to each of the following groups of Participants:

(1) Collectively bargained Participants covered under each separate collective bargaining agreement (but the Trustees may, on a reasonable and consistent basis, aggregate separate collective bargaining units and treat them as a single collective bargaining unit for purposes of satisfying the ADP test); and

(2) All other Plan Participants. These Plan Participants shall be tested separately by each participating Employer.

(b) Applying the Test. The ADP for a Plan Year for Participants who are HCEs may not exceed the greater of:

(1) 1.25 times the ADP for the determination year of Participants who are not HCEs for the prior Plan Year; or

(2) The lesser of (A) two times the ADP for the determination year of Participants who are not HCEs for the prior Plan Year, or (B) the ADP for the determination year of Participants who are not HCEs for the prior Plan Year, plus two percentage points.

The Trustees shall determine the Participants' deferral percentages consistent with Code section 401(k)(3) and applicable Treasury regulations, which the Plan incorporates by reference. The Trustees shall maintain records sufficient to demonstrate satisfaction of the ADP test and the amount of qualified nonelective contributions, if any, used in the test.

(c) ADP Defined. For each Plan Year, the Trustees shall determine the ADP for a specified group of Participants shall equal the average of the ratios, calculated separately for each Participant in the group, of (1) the allocations of Elective Contributions and qualified nonelective contributions, not including Income, which the Trustees determine for a Plan Year to (2) the Participant's Compensation for that Plan Year. For this purpose, Catch-up Contributions pursuant to Section 4.8 of the Plan are not considered. The ADP of a Participant who makes no Elective Contributions is zero. Excess deferrals of Participants who are not HCEs are not taken into account for purposes of ADP testing. The ADP for a specified group of Participants shall be calculated to the nearest hundredth of a percentage point. Excess deferrals of Participants who are not HCEs are not taken into account for purposes of ADP testing.

(d) Excess Contributions. Excess contributions, plus or minus any Income allocable to excess contributions, shall be distributed no later than the 12 months after a Plan

Year to Participants whose Accounts received an allocation of excess contributions for the Plan Year, except to the extent such excess contributions are classified as Catch-up Contributions. If such excess contributions are distributed more than 2-1/2 months after the last day of the Plan Year to which the excess contributions relate, a 10% excise tax will be imposed with respect to such amounts. Excess contributions shall be distributed to HCEs beginning with the HCE that has the largest dollar amount of Elective Contributions for the Plan Year in which the excess arose and continuing in descending order until all excess contributions have been distributed. To the extent an HCE has not reached his catch-up contributions limit under the Plan, excess contributions allocated to such HCE are catch-up contributions and will not be treated as excess contributions. The amount of excess contributions to be distributed shall be reduced by excess deferrals previously distributed for the taxable year ending in the same Plan Year and the excess deferrals to be distributed for a taxable year will be reduced by excess contributions previously distributed for the Plan Year beginning in such taxable year.

(1) Excess Contribution Defined. Excess contributions shall mean, with respect to any Plan Year, the excess of:

(A) The aggregate amount of Elective Contributions actually taken into account in computing the ADP of HCEs for such Plan Year; over

(B) The maximum amount of such contributions permitted by the ADP test (determined by hypothetically reducing contributions made on behalf of HCEs in order of the ADPs, beginning with the highest of such percentages).

(2) Determination of Income. Income allocable to excess contributions shall be determined for the Plan Year to which the excess contributions were allocated (A) under any reasonable method used for allocating Income to all Participants' Accounts and as applied consistently to all Participants for the Plan Year, or (B) as the Income allocable to the Participant's Elective Contributions (and qualified nonelective contributions, if any) for the Plan Year multiplied by a fraction, the numerator of which equals the Participant's excess contributions for the year and the denominator of which equals the Participant's Account balance attributable to Elective Contributions (and qualified nonelective contributions, if any, if such contributions are included in the ADP test) without regard to any income or loss occurring during such Plan Year.

Catch-up contributions pursuant to section 414(v) of the Code shall not be considered for purposes of determining Excess Contributions. Neither shall additional Elective Contributions made by reason of qualified military service pursuant to section 414(u) of the Code be considered for purposes of Excess Contributions.

4.13 Highly Compensated Employee. For purposes of the Plan, highly compensated employee ("HCE") shall have the meaning required by Code section 414(q) and applicable Treasury Regulations.

(a) HCE Defined. For a Plan Year, HCE means any Employee who:

(1) Was a Five-Percent Owner (as defined below) at any time during the Plan Year or the preceding Plan Year; or

(2) For the preceding Plan Year, received Compensation from his Employer(s) in excess of \$135,000 (for 2022 and as adjusted in accordance with Code section 415(d)).

(b) Former Employees. A former Employee shall be treated as an HCE if that individual was:

(1) An HCE when such individual separated from service with his Employer, or

(2) An HCE at any time after attaining age 55.

(c) Five-Percent Owner. An individual who owns (or is considered owning within the meaning of Code section 318) more than 5% of the total combined voting power of all stock of an Employer or a Related Employer, within the meaning of Code section 416. A Related Employer shall mean:

(1) Any corporation, trade or business which is a member of a controlled group of corporations (as defined in Code section 414(b)) which includes an Employer;

(2) Any trade or business (whether or not incorporated) which is under common control (as defined in Code section 414(c)) with the Employer;

(3) Any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code section 414(m)) which includes the Employer; or

(4) Any other entity required to be aggregated with the Employer pursuant to regulations under Code section 414(o).

ARTICLE 5

Valuation

5.1 General. As of each Valuation Date, the Trustees shall allocate the Income earned since the last Valuation Date as follows:

(a) The Trustees, as of each Valuation Date, shall determine for each Participant's Account the value of the Account as of the last Valuation Date.

(b) Before allocating contributions the Trustees shall determine the net worth of the Trust Fund (excluding such contributions) and, in relation to such valuation, the Trustees shall:

(1) Include Income since the last Valuation Date;

(2) Value all other assets of the Plan at their fair market value as of such date; and

(3) Adjust the balance in each Account upward or downward, pro rata in relation to the value of each Account as of the last Valuation Date as determined pursuant to subsection (a) above so that the total of such balances shall equal the net worth of the Trust Fund as of the Valuation Date as determined pursuant to this subsection (b).

ARTICLE 6

Contribution and Allocation Restrictions

6.1 General. The Plan is subject to the limitations on benefits and contributions imposed by Code section 415 which are incorporated herein by this reference. The limitation year shall be the calendar year. The provisions of this Section 6.1 are intended to meet the requirements of Code section 415 and shall limit contributions and allocations made pursuant to Article 4 of the Plan. If there is a conflict between the provisions of this section and Code section 415, then Code section 415 will supersede these provisions. If no language is set forth in this Section 6.1, then the default rule under the final Treasury Regulations for Code section 415 applies.

(a) Maximum Annual Addition. The annual addition credited to a Participant's Account for any limitation year shall not exceed the lesser of:

(1) \$61,000, as of January 1, 2022 and as adjusted for increases in the cost of living under Code section 415(d); or

(2) 100% of the Compensation paid or made available to the Participant in such year.

The Compensation limit referred to in (2) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an annual addition.

(b) Definition of Annual Additions. Annual additions are the sum of Employee contributions, Employer contributions and forfeitures allocated on behalf of a Participant to this Plan and all other defined contribution plans maintained by the Employer or a related employer (pursuant to applicable Code sections 414 and 1563) for the limitation year.

A "defined contribution plan" for purposes of determining annual additions is a qualified plan described in Code sections 401(a), 403(a) or 403(b) or a simplified employee pension described in Code section 408(k). In addition, contributions to the following arrangements are treated as contributions to a defined contribution plan for the purposes of this Section 6.1: (1) mandatory employee contributions as defined in Code section 411(c)(2)(C) to a defined benefit plan; (2) contributions to any individual medical benefit account that is part of a pension plan established pursuant to Code section 401(h); and (3) amounts attributable to post-retirement medical accounts established for key employees pursuant to Code section 419A(d)(2).

Annual additions shall not include the allocation of Income to a Participant's Account pursuant to Article 4 of the Plan; the direct transfer of a benefit from a qualified plan to this Plan, certain restorations of accrued benefits by the Employer in accordance with Code section 411(a)(3)(D) or Code section 411(a)(7)(C). Annual additions shall not include restorative payments. For this purpose, a restorative payment is a payment made to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for a breach of fiduciary duty under Title I of ERISA (other than a breach of fiduciary

duty arising from failure to remit contributions to the Plan) or under other applicable federal or state law where Participants who are similarly situated are treated similarly with respect to payments.

If an unallocated suspense account is in existence at any time during a Plan Year, it will not participate in the allocation of the Trust's investment gains and losses unless the entire amount allocated to Participants from such unallocated suspense account is considered an annual addition pursuant to this subsection (b) for purposes of Code section 415(c)(1).

(c) Definition of Compensation for Annual Additions. "Compensation," for purposes of this Article 6, shall mean an Employee's wages, salary, fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of Employment while a Participant to the extent that the amounts are includible in gross income.

Compensation includes, but is not limited to:

(1) Commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits and reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulations section 1.62-2(c)).

(2) Foreign earned income (as defined in Code section 911(b)), whether or not excludible from gross income under Code section 911, without regard to the exclusions from gross income in Code sections 872, 894, 911, 931 and 933.

Compensation does not include the following:

(1) Contributions (other than elective contributions described in Code sections 402(e)(3), 408(k)(6), 408(p)(2)(A)(i) or 457(b)) made by the Employer to a plan of deferred compensation (whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as compensation, regardless of whether such amounts are includible in the gross income of the Employee when distributed. Notwithstanding the foregoing sentence, any amounts received by an Employee pursuant to a nonqualified, unfunded deferred compensation plan are considered Compensation in the year the amounts are actually received, but only to the extent such amounts are includible in the Employee's gross income.

(2) Amounts realized from the exercise of a nonstatutory option, or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.

(3) Amounts realized from the sale, exchange or other disposition of stock acquired under a statutory option (as defined in Treasury Regulations section 1.421-1(b)).

(4) Other amounts which received special tax benefits such as premiums for group-term life insurance (to the extent not includible in gross income and not salary reduction amounts described in Code section 125).

(5) Other items of remuneration that are similar to any of the items listed in (1) through (4) immediately above.

"Compensation" includes elective deferrals (as defined in Code section 402(g)(3)) and any amount which is contributed or deferred by the Employer at the election of the Employee and not includible in the gross income of the Employee by reason of Code sections 125, 132(f)(4), or 457.

Compensation must be paid or treated as paid to an Employee prior to the Employee's severance from Employment. However, effective January 1, 2008, Compensation paid within the later of 2-1/2 months after severance from Employment (within the meaning of Treasury Regulations section 1.415(a)-1(f)(5)(ii) for a multiemployer plan) or the end of the limitation year that includes the date of severance from Employment shall be included in Compensation if the payments, absent the severance from Employment, would have been paid to the Employee while the Employee continued in Employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

Effective January 1, 2009, payments for unused accrued bona fide sick, vacation or other leave, which the Employee would have been able to use the leave if Employment had continued, are included in Compensation if paid within the period described above.

Effective January 1, 2009, Compensation shall include payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) while on active duty for a period of more than 30 days to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. The individual who receives a differential wage payment shall be treated as the Employee of the Employer making the payment.

Effective January 1, 2009, Compensation shall include payments to a Participant who is permanently and totally disabled (within the meaning of Code section 22(e)(3)), provided the Participant was not a highly compensated employee (within the meaning of Code section 414(q)) immediately before becoming disabled or, alternatively, the Plan provides for the continuation of Compensation on behalf of all Participants who are permanently and totally disabled for a fixed or determinable period.

Compensation shall exclude all other payments if paid after severance from Employment, even if paid within the time period referenced above.

(d) Back Pay. Back pay, within the meaning of Treasury Regulations section 1.415(c)-2(g)(8) shall be treated as Compensation for a limitation year to which the back

pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(e) Annual Compensation Limit. Compensation shall not exceed \$305,000, as of January 1, 2022 and as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B).

(f) Aggregation and Other Rules. The limitations of this Section 6.1 shall be determined and applied taking into account the aggregation rules in Treasury Regulations section 1.415(f)-1.

(1) The benefits under this Plan are not aggregated with any other multiemployer plans as defined in Code section 414(f).

(2) Effective for limitation years on and after July 1, 2007, contributions attributable to a Participant from all Employers participating in the Plan must be taken into account in applying the limitations of Code section 415. Effective as of January 1, 2009, only Compensation received by the Participant from an Employer is taken into account in applying the compensation limitations of Code section 415.

(3) Notwithstanding subsection (2) above, for purposes of applying the limitations under this Section 6.1, a Participant's benefits under this Plan shall be aggregated with benefits received by the Participant under another defined contribution plan maintained by his Employer that is not a multiemployer plan pursuant to the following rule. Effective for limitation years on and after January 1, 2009, in aggregating benefits under this Plan with any plan that is not a multiemployer plan maintained by a Participant's Employer, only the benefits under this Plan from an Employer shall be treated as benefits provided under a plan maintained by such Employer.

(4) In the event that annual additions received in any limitation year by a Participant exceed the limits under Code section 415 as a result of the mandatory aggregation of this Plan with the annual additions under another plan maintained by his Employer that is not a multiemployer plan, the benefits of such other plan shall be reduced to the extent necessary to comply with Code section 415.

ARTICLE 7

Benefits and Distributions

7.1 Vesting. A Participant's interest in his Account shall be fully vested and nonforfeitable at all times.

7.2 Commencement and Termination of Disability Benefits.

(a) A Participant who terminates Covered Employment and Industry Employment will qualify for a disability benefit by satisfying either Section 7.2(a)(1) or (2):

(1) A Participant who terminates Covered Employment and Industry Employment as the result of a Disability shall receive distribution of his Account in a payment form set forth in Section 7.6(a)(3)(D) below (or Section 7.6(a)(1) below for married Participants if the Spouse does not consent to the optional form) as soon as administratively feasible following approval of his application for benefits. Installment benefit payments will be paid retroactive to the earliest date on which the benefit would have been payable notwithstanding a delay in the submission or processing of the application. The application for benefits shall include proof of the Disability. Such proof may include receipt of Social Security or workers compensation benefits or medical evidence from a licensed physician; or

(2) A Participant who receives a determination from the Social Security Administration that the Participant is totally and permanently disabled, as defined by Title II or Title XVI of the Social Security Act, may elect to receive a distribution of his Account in a payment form set forth in Section 7.6(a)(3)(E) (with spousal consent if married) as soon as administratively feasible provided he makes an application for benefits. Such application must include a copy of the Social Security Administration disability determination and award.

(b) Disability retirement benefits shall continue until the earliest of the following:

- (1) Complete distribution of the Participant's Account has occurred;
- (2) Death of the Participant;
- (3) Engagement in Covered Employment or Industry Employment by the Participant for remuneration or profit;
- (4) Failure of the Participant to undergo a semi-annual medical examination at the request of the Trustees;
- (5) Recovery from the Disability which permits the Participant to resume Covered Employment or Industry Employment. Recovery from the Disability shall be determined by the Trustees on the basis of medical evidence; or
- (6) After the Social Security Administration's final determination that the Participant is no longer totally disabled.

7.3 Eligibility for Retirement Benefits.

(a) Termination of Covered Employment. A Participant who terminates Covered Employment does not have an Employer contribution made to the Plan on his behalf during two consecutive Plan Years following the Participant's termination of Covered Employment, and makes an application for benefits to the Trustees shall be eligible to receive distribution of his Account.

If such Participant returns to Covered Employment prior to the commencement of the distribution pursuant to Section 7.4 below, the distribution will be withheld and paid according to Section 7.9 below.

(b) Early Retirement. A Participant who attains his Early Retirement Date, terminates Covered Employment and Industry Employment and makes an application for benefits to the Trustees shall be eligible to receive distribution of his Account.

(c) Normal Retirement. A Participant who attains his Normal Retirement Date, terminates Covered Employment and Prohibited Employment and makes an application for benefits to the Trustees shall be eligible to receive distribution of his Account.

7.4 Commencement of Retirement Benefits. If a Participant satisfies the requirements of Section 7.3(a), 7.3(b) or 7.3(c), the distribution of his Account shall commence as follows:

(a) Accounts of \$5,000 or Less.

(1) Distributions to Participants on or After March 28, 2005.

(A) Mandatory Cashouts of Accounts Valued at \$1,000 or Less.

On and after March 28, 2005, the Trustees shall mandate the distribution of any Participant's Account with a value of \$1,000 or less, including amounts rolled or transferred into the Plan pursuant to Section 4.4, if any, where the Participant is entitled to a distribution.

The Participant's Account shall be distributed no earlier than 30-days following the date the Participant is notified of his right to elect a direct rollover. If elected by the Participant, the Trustees may direct the distribution within the 30-day period or as soon as administratively possible thereafter. A rollover shall be made as soon as administratively feasible following timely receipt of a valid rollover election. If a Participant's Account equals zero, the Participant shall be deemed to have received a distribution of his vested Account.

(B) Mandatory Cashouts of Accounts Valued in Excess of \$1,000 and Not More than \$5,000. Effective for mandatory distributions pursuant to the provisions of this Section 7.4(a) that exceed \$1,000 made on or after March 28, 2005 where the Participant is entitled to a distribution, in the event the Participant does not elect within 30 days of being notified by the Plan of his distribution rights to have such distribution paid to an eligible retirement plan in a direct rollover or to receive the distribution as a single lump sum distribution payable to the Participant, the Trustees shall automatically distribute the Participant's Account in

a direct rollover to the eligible retirement plan designated by the Trustees. The distribution or automatic rollover shall be made as soon as administratively feasible following the expiration of the 30-day notice of distribution rights. For purposes of this subsection 7.4(a)(1)(B), assets attributable to amounts rolled or transferred into the Plan pursuant to Section 4.4, if any, shall not be included when determining the \$5,000 limit.

(2) Distributions to Participants Prior to March 28, 2005. Effective January 1, 1999, the Trustees shall mandate distribution in a single lump sum of any Participant's Account that equals \$5,000 or less prior to the commencement of distributions as soon as administratively feasible following the Participant's retirement. The Participant's Account shall not be distributed before 30 days have passed since the date the Participant is notified of his right to elect a direct rollover, unless the Participant affirmatively elects a distribution within 30 days. If a Participant's Account equals zero, the Participant shall be deemed to have received a distribution of his vested Account. Distribution shall be based upon the Participant's Account as of the most recent Valuation Date.

(3) Death Benefits. This Section 7.4(a) shall not apply to death benefits payable under Section 7.6(d)(2).

(b) Accounts of More Than \$5,000. If a Participant's Account exceeds \$5,000 prior to the commencement of payments, the Participant may request a distribution of his vested Account as soon as administratively feasible following the date the Participant elects to receive his distribution. The Account of a Participant who elected a joint and survivor form of distribution, however, and had a vested Account balance which exceeded \$5,000 at the time of the first distribution may not be involuntarily cashed out. Any Participant who fails to request a distribution at a time when a Participant's benefits could be distributed shall be treated as having made a decision to delay payment of his Account. Distribution can only occur prior to the Participant's required beginning date under Section 7.7(a) below with the Participant's consent (and spousal consent, if applicable) on approved Plan forms.

The Participant shall be provided with information regarding the qualified joint and survivor annuity benefits for married participants and life annuity benefits for participants who are not married, as well as other forms of benefits, between 30 and 90 days and, effective after December 31, 2006 between 30 and 180 days prior to the annuity starting date. For any distribution notice issued on and after January 1, 2007, the description of a Participant's right, if any, to defer receipt of a distribution also will describe the consequences of failing to defer receipt of the distribution. A Participant, with applicable spousal consent, may elect to waive the 30-day period; provided, however, that payment of the Participant's benefit may not begin until seven days after the benefit information is provided.

(c) Latest Payment Date. Distribution shall automatically commence no later than the Participant's required beginning date determined pursuant to Section 7.7(a) below whether or not the Participant makes an application for benefits.

7.5 Lost Participants or Beneficiaries. If the Trustees are unable to locate a Participant or his beneficiary and obtain a written pension application from the Participant or his beneficiary before the Participant attains or would have attained his required beginning date, the

Participant's benefit under the Plan shall be forfeited. The Trustees shall maintain the forfeited benefit in the Participant's Account, and such benefit shall be reinstated if a claim is made by the Participant or beneficiary for the forfeited benefit.

7.6 Method of Payment.

(a) Form of Benefits. The Trustees shall direct distribution in a single lump sum, as described in Section 7.4(a) above, of any Participant's Account that does not exceed \$5,000 prior to the commencement of distributions. Distribution of a Participant's Account of more than \$5,000 shall occur consistent with the following:

(1) Married Participants. Unless a Participant elects an optional form of benefit pursuant to subsection (3) below, the Trustees shall distribute the Account of a Participant married at the time of the commencement of distributions in the form of a qualified joint and survivor annuity contract, or, if selected by the Participant, a qualified optional survivor annuity. "Qualified joint and survivor annuity" and "qualified optional survivor annuity" both mean a nontransferable annuity contract purchased from a legal reserve life insurance company which pays a monthly benefit for the life of the Participant and a survivor annuity for the life of the Participant's Spouse equal to 50% or 75%, respectively, of the monthly benefit payable during the joint lives of the Participant and Spouse. The Trustees shall use the balance in the Participant's Account upon the commencement of distributions to purchase such an annuity contract.

(2) Unmarried Participants. Unless a Participant elects an optional form of benefit pursuant to subsection (3) below, the Trustees shall distribute the Account of a Participant not married at the commencement of distributions in the form of a single life annuity contract. "Single life annuity contract" means a nontransferable annuity contract purchased from a legal reserve life insurance company which pays a monthly benefit for the life of the Participant. The Trustees shall use the balance in the Participant's Account upon the commencement of distributions to purchase such life annuity contract. If under Section 7.6, the Participant's interest is distributed in the form of an annuity purchased from an insurance company distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the regulations.

(3) Optional Benefit Forms. In lieu of the normal form of benefit required by subsections (1) and (2) above, a Participant may elect distribution of his Account in one of the following forms upon satisfying the requirements of subsection (b) below.

(A) For distributions beginning on or after the Participant's Normal Retirement Date:

[i] A single lump sum;

[ii] An elective trustee-to-trustee transfer to any other retirement plan or trust covering the Participant, provided such plan and trust qualify pursuant to Code sections 401(a) and 501(a) and the transfer satisfies the requirements of Treasury Regulations section 1.411(d)-4, Q&A-3(b); or

[iii] Effective for distributions beginning on or after December 1, 2010, equal monthly, quarterly or annual installments over a period not exceeding the life expectancy of the Participant to be paid from the Trust Fund as adjusted to reflect Income allocated to the Participant's Account subsequent to the commencement of payments. Upon written request on forms provided by the Trustees and with spousal consent (if necessary), the Participant may elect to revise the amount and/or frequency of his/her installment payments. Installments may be changed to any other installment option available under the Plan. A Participant may elect to modify the amount and/or frequency of his/her installments no more frequently than once per year. Effective August 11, 2020, a Participant may elect to receive a lump sum distribution of at least \$1,000 at any time. Following payment of a lump sum distribution, installments shall resume to the extent assets are available under the Account.

Any net increase in a Participant's Account after commencement of the installment payments shall be calculated monthly and added to each regular installment. Any net decrease in the Participant's Account after the commencement of the installment payments, not taking into account distributions made to the Participant or the beneficiary, shall be calculated monthly and applied against each regular installment.

(B) For distributions beginning on or after the Participant's Early Retirement Date:

[i] Monthly installments distributed through an annuity purchased from a legal reserve insurance company over a period not less than the number of months between the commencement of payments and the Participant's 60th birthday or, effective January 1, 2004, equal monthly installments distributed through either an annuity purchased with the Participant's Account from a legal reserve life insurance company or from the Trust Fund as adjusted to reflect Income allocated to the Participant's Account subsequent to the commencement of payments over a period not less than the number of months between the commencement of payments and the Participant's 60th birthday. The amount of the monthly installment payments will vary depending on the available balance of the Account and required number of future payments;

[ii] An elective trustee-to-trustee transfer to any other retirement plan or trust covering the Participant, provided such plan and trust qualify pursuant to Code sections 401(a) and 501(a) and the transfer satisfies the requirements of Treasury Regulations section 1.411(d)-4, Q&A-3(b); or

[iii] Effective for distributions beginning on or after December 1, 2010, equal monthly, quarterly or annual installments over a period not less than the number of months between the commencement of payments and the Participant's 60th birthday as adjusted to reflect Income allocated to the Participant's Account subsequent to the commencement of payments. The amount of the installment payments will vary depending on the available balance of the Account and required number of future payments. Upon written request on forms provided by the Trustees and with spousal consent (if necessary), the Participant may elect to revise the amount and/or frequency of his/her installment payments. Installments may be changed to any other installment option available under the Plan. A

Participant may elect to modify the amount and/or frequency of his/her installments no more frequently than once per year.

Any net increase in a Participant's Account after commencement of the installment payments shall be calculated monthly and added to each regular installment. Any net decrease in the Participant's Account after the commencement of the installment payments, not taking into account distributions made to the Participant or the beneficiary, shall be calculated monthly and applied against each regular installment.

(C) For distributions beginning on or after the Participant's termination of Covered Employment pursuant to Section 7.3(a):

[i] A single lump sum of \$5,000 or less;

[ii] Monthly installments distributed through an annuity purchased from a legal reserve insurance company over a period not less than the number of months between the commencement of payments and the Participant's 60th birthday or, effective January 1, 2004, equal monthly, quarterly or annual installments distributed through either an annuity purchased with the Participant's Account from a legal reserve life insurance company or from the Trust Fund as adjusted to reflect Income allocated to the Participant's Account subsequent to the commencement of payments over a period not less than the number of months between the commencement of payments and the Participant's 60th birthday. The amount of the monthly installment payments will vary depending on the available balance of the Account and required number of future payments;

[iii] A combination of [i] and [ii] above, provided that the Participant's Account balance less the lump sum distribution would not result in monthly installments payments of less than \$200, in which case the Participant's Account shall be paid in a single lump sum; or

[iv] An elective trustee-to-trustee transfer to any other retirement plan or trust covering the Participant, provided such plan and trust qualify pursuant to Code sections 401(a) and 501(a) and the transfer satisfies the requirements of Treasury Regulations section 1.411(d)-4, Q&A-3(b);

(D) For distributions made pursuant to Section 7.2(a)(1), on or after a Participant's Disability Retirement Date, monthly installment payments of \$750.

(E) For distributions made pursuant to Section 7.2(a)(2):

[i] A single lump sum;

[ii] Effective for distributions beginning on or after January 1, 2013, equal monthly, quarterly or annual installments over a period not exceeding the life expectancy of the Participant to be paid from the Trust Fund as adjusted to reflect Income allocated to the Participant's Account subsequent to the commencement of payments. Upon written request on forms provided by the Trustees and with spousal consent (if necessary), the Participant may elect to revise the amount and/or frequency of his/her installment payments.

Installments may be changed to any other installment option available under the Plan. A Participant may elect to modify the amount and/or frequency of his installments no more frequently than once per year.

Any net increase in a Participant's Account after commencement of the installment payments shall be added to the last regular installment. Any net decrease in the Participant's Account after the commencement of the installment payments, not taking into account distributions made to the Participant or the beneficiary, shall be applied against the last regular installment or installments.

(4) Direct Rollovers. A distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

For purposes of this subsection (a)(4), an "eligible rollover distribution" is a distribution, permitted under the terms of the Plan, of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: [i] 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 distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; [ii] any distribution to the extent such distribution is required under Code section 401(a)(9); [iii] the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); or [iv] any hardship distribution described in Code section 401(k)(2)(B)(i)(IV).

An "eligible retirement plan" is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a), that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

An eligible retirement plan shall also mean an annuity contract described in Code section 403(b) and a plan under Code section 457(b). The definition of an eligible retirement plan shall also apply to a surviving Spouse, Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p). Effective for distributions made on and after September 1, 2007, an individual retirement account or annuity described in Code section 408(a) or section 408(b) shall also apply to a nonspouse designated beneficiary as provided in this Section 7.6(a)(4).

Effective for eligible rollover distributions made on or after January 1, 2008, a Participant may request a direct rollover of any eligible rollover distribution to a Roth IRA, subject to the adjusted gross income limits of Code section 408A(c)(3)(B), as applicable, and the distribution rules of Code section 408A(d)(3).

A "distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the Spouse or former Spouse. Notwithstanding any other provision to the contrary, effective for the distributions made on and after September 1, 2007, a distributee includes the Participant's nonspouse designated beneficiary in accordance with Section 7.6(d)(3) of the Plan. For a nonspouse designated beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code section 408(a) or section 408(b) ("IRA") that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11). For such distributions, the determination of any required minimum distribution under Code section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A-17 and 18. Prior to January 1, 2010, distributions made pursuant to this subsection (a)(4) shall not be subject to the direct rollover requirements of Code section 401(a)(31), the notice requirements of Code section 402(f) or the mandatory withholding requirements of Code section 3405(c). The Trustees shall administer rollovers for nonspouse beneficiaries in accordance with all applicable law and guidance.

A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee.

(b) Election Period. A Participant may elect to receive an optional form of benefit at any time within the 90-day period and, effective for elections made on and after December 1, 2007, within the 180-day period immediately preceding the date his Account becomes payable. Such election shall be in writing on forms approved by, and filed with, the Trustees and shall clearly indicate the payment option selected by the Participant. A married Participant may not elect an optional benefit form unless the Participant's Spouse consents to such election. Such spousal consent shall be in writing, witnessed by a Plan representative or notary public and filed with the Trustees. A Participant may revoke any payment option selected during the election period by filing a subsequent written election, with spousal consent if necessary, prior to the end of the election period.

(c) Benefit Information. Not less than 30 days and not more than 90 days prior to and, effective for notices distributed on and after December 1, 2007 not less than 30 days and not more than 180 days prior to the date a married Participant's Account becomes payable, the Trustees shall furnish the Participant with information concerning the joint and survivor annuity benefit form and his right to request optional benefit forms from the Plan. Such information shall contain a written explanation of (1) the terms and conditions of the joint and survivor annuity, (2) the Participant's right to request an optional benefit form and the material features and relative financial values of the optional forms of benefit, (3) the necessity for the Participant's Spouse to consent to the election of an optional benefit form and (4) the Participant's right to revoke an election of an optional benefit form and the effect of such revocation.

(d) Death Benefits. The Account of the deceased Participant shall be distributed in accordance with Code section 401(a)(9) and applicable regulations.

(1) Distribution to a Beneficiary. A Participant is permitted to designate a beneficiary or beneficiaries on a form and in a manner approved by the Trustees. Such designation shall be valid only if received by the Plan prior to the Participant's death. The beneficiary as to at least 50% of the Account of a Participant married at the time of his death shall be his surviving Spouse, unless his Spouse consents to the designation of an alternative beneficiary, the Participant produces a court order reflecting that he has been legally abandoned or legally separated from his Spouse, or it is established to the satisfaction of the Trustees that the Spouse cannot be located after a thorough and diligent search (that is documented). Spousal consent shall be in writing acknowledging the effect of such election and witnessed by a Plan representative or notary public. A legal guardian of an incompetent Spouse may provide consent, even if the legal guardian is the Participant. Any change in or revocation of the Participant's designated beneficiary shall again require spousal consent unless the prior consent of the Spouse expressly permitted subsequent designations without further spousal consent.

If the Participant fails to designate a beneficiary pursuant to this subsection, or if all those designated predecease him, then the Participant shall be deemed to have designated the following as his beneficiaries and the benefits will be paid in the following order:

- (A) First to the Participant's Spouse who survives the Participant, or if none;
- (B) Second, in equal shares, to the Participant's children who survive the Participant, or who do not so survive, but who leave descendants who survive the Participant, the share of such deceased child to be distributed to the child's descendants who survive the Participant by representation, or if none;
- (C) Third, in equal shares, to the Participant's parents who survive the Participant, or if only one parent survives, all to that parent, or if none;
- (D) Fourth, in equal shares, to the Participant's brothers and sisters who survive the Participant, or who do not so survive, but who leave descendants who survive the Participant, the share of such a deceased brother or sister to be distributed to the brother's or sister's descendants who survive the Participant by representation, or if none;
- (E) Fifth, to the Participant's estate or if there is no estate, the Participant's personal representative.

To "survive" and "by representation" shall have the meaning provided under Wisconsin Statute Chapter 854 or any successor provisions.

In addition to the above, in the event a married Participant designates his or her Spouse as beneficiary and that marriage is legally terminated by divorce, then any prior beneficiary designation naming the former Spouse as beneficiary shall be null and void. If the Participant desires to again designate the former Spouse as beneficiary, the Participant must

complete and submit a new beneficiary designation form after the marriage is legally terminated by divorce, listing such former Spouse as beneficiary. Further, a qualified domestic relations order pursuant to Section 7.10 below can specifically provide for the former Spouse as alternate payee to be named a beneficiary.

(2) Form of Death Benefit. The Trustees shall direct distribution in a single lump sum of any death benefit of \$5,000 or less prior to the commencement of distributions unless the beneficiary is the Participant's surviving Spouse or for distributions made on and after September 1, 2007, to a nonspouse beneficiary pursuant to Section 7.6(a)(4), as amended, and he or she directs a rollover within 30 days of being notified of his or her right to direct a rollover. The normal form of death benefit of more than \$5,000 provided to the surviving Spouse of a married Participant shall be a monthly benefit for the life of the Spouse which is the actuarial equivalent of at least 50% of the Participant's Account. The surviving Spouse, and any other beneficiary, may elect, in writing on forms approved by, and filed with, the Trustees, payment of more than \$5,000 in any optional benefit form available under the Plan.

(3) Death Benefit Election Period. A Participant may elect a beneficiary at any time prior to his date of death. A married Participant may designate a beneficiary other than his Spouse prior to attaining age 35 provided that any waiver by the Spouse of his or her right to receive at least 50% of the Participant's Account becomes invalid upon the beginning of the Plan Year in which the Participant's 35th birthday occurs. If the Spouse does not execute a waiver after such date, the Spouse shall receive at least 50% of the Participant's Account upon his or her death. A Participant with spousal consent may elect to waive the Spouse's right to receive at least 50% of the Participant's Account on or after the first day of the Plan Year in which the Participant attains age 35.

(4) Death Benefit Information. Within the later of the three-year period beginning on the first day of the Plan Year in which the Participant attains age 32 or the one-year period beginning on the date the Participant commences Plan participation, the Trustees shall provide the Participant information concerning the death benefit and his right to request an optional form of death benefit payment pursuant to the Plan. Such information shall contain a written explanation of (A) the terms and conditions of the death benefits, (B) the Participant's right to request an optional form of death benefit and the material features and relative financial values of the optional forms of benefit, (C) the necessity for the Participant's Spouse to consent to the election of an optional form of benefit and (D) the Participant's right to revoke the election of an optional form of death benefit and the effect of such revocation.

(e) Death On or Before Required Beginning Date. The distribution to a Participant who dies on or before his required beginning date shall extend no longer than the end of the calendar year that contains the fifth anniversary of the Participant's death, except to the extent that subsection (e)(1) or (e)(2) below applies. For either subsection (e)(1) or (e)(2) to apply, the Participant must have so elected before his death or his designated beneficiary must have so elected no later than the earlier of December 31 of the calendar year in which distributions otherwise must commence or December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(1) Nonspouse Beneficiary. If a Participant's surviving Spouse is not the Participant's sole designated beneficiary, then the portion of the Participant's Account owed to a non-Spouse beneficiary shall be distributed no later than the December 31 of the calendar year containing the tenth anniversary of the Participant's death.

(2) Spouse as Beneficiary. If the Participant's surviving Spouse is the Participant's sole beneficiary, the surviving Spouse must elect to commence distributions of the Participant's Account by December 31 of the calendar year immediately following the calendar year in which the Participant died, or the calendar year in which the Participant would have attained age 72 (70-1/2, if the Participant would have attained age 70-1/2 on or before December 31, 2019) if later.

(f) Death After Required Beginning Date. If the Participant dies on or after his required beginning date, distribution shall occur at least as rapidly as required by the method of distribution in effect on his date of death.

7.7 Required Lifetime Distribution. Notwithstanding the other provisions of this Article 7 and provided application for benefits has been made, the Plan shall distribute each Participant's entire Account consistent with Code section 401(a)(9) and applicable regulations, including the minimum distribution incidental benefit requirement, which the Plan hereby incorporates by reference, and the following:

(a) Required Beginning Date. Distribution of a Participant's Account shall commence no later than determined as follows:

(1) General Rule. Unless specifically defined otherwise below, a Participant's required beginning date is the April 1 following the later of the calendar year in which the Participant attains age 72 or terminates employment, provided the Participant had not attained age 70-1/2 on or before December 31, 2019. If a Participant attained age 70-1/2 on or before December 31, 2019, the Participant's required beginning date is the April 1 following the later of the calendar year in which the participant attains age 70-1/2 or terminates Employment. The required beginning date for a Participant who is a five percent owner of his Employer (within the meaning of Code sections 401(a)(9) and 318) is the April 1 following the calendar year in which the Participant attains age 72 (70-1/2 if the Participant attained age 70-1/2 on or before December 31, 2019). Once distributions from the Plan have begun to a five percent owner, such distributions shall continue even if the Participant ceases to be a five percent owner in a subsequent year.

Distributions under this Section 7.7(a) shall automatically begin by the Participant's required beginning date.

In the event a Participant fails to properly file an application for benefits so that benefit payments can commence on or before the date on which benefits must begin under this Section 7.7, the Plan will automatically begin payment of the Participant's benefits in the form of a qualified joint and survivor annuity, which shall be the default form of payment for purposes of this Section 7.7. In the event that the Participant has not identified the birth date of the Participant's Spouse, the Plan shall assume that the Spouse is the same age as the

Participant for the purpose of the qualified joint and survivor annuity. Upon proper written application after the automatic commencement of benefits in the default form, the Plan shall permit a Participant to elect a form of payment available under the Plan and will adjust the Participant's benefit to reflect prior payment made under the default form of payment, provided the annuity issuer can accommodate such a change, effective as of the annuity starting date of the default form.

(2) 2009 Required Minimum Distributions. Notwithstanding any provision of this Article 7 of the Plan, a Participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (a) equal to the 2009 RMDs or (b) one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or beneficiary chooses not to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence. In addition, notwithstanding Section 7.6(a)(4) of the Plan, and solely for purposes of applying the direct rollover provisions of Plan, distributions elected in accordance with the preceding sentence will be treated as eligible rollover distributions.

The Plan shall not accept a rollover contribution that includes 2009 RMDs or Extended 2009 RMDs that were paid from the Plan.

There shall be no new annuity starting date upon recommencement of required minimum distributions if suspended in accordance with this provision. Further, a Participant shall not be required to obtain spousal consent for the suspension of 2009 RMDs or Extended 2009 RMDs.

(3) 2020 Required Minimum Distributions. Notwithstanding any provision of this Section 7.7(a), a Participant or beneficiary who would have been required to receive required minimum distributions under Code section 401(a)(9) for 2020 but for the enactment of Code section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs, or one or more payments (that include 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, will not receive those distributions for 2020 unless the Participant or beneficiary chooses to receive such distributions. In addition, the 2020 RMDs will be treated as eligible rollover distributions if paid.

(b) Limits on Distribution Periods. As of the calendar year immediately preceding the calendar year which contains the Participant's required beginning date (the "first distribution calendar year"), installment payments of a Participant's Account shall occur over a period no longer than:

(1) The Participant's life or life expectancy determined using the Participant's attained age as of the first distribution calendar year, if the Participant has not designated a beneficiary; or

(2) If the Participant has designated a beneficiary, the life or joint and last survivor expectancy of the Participant and the designated beneficiary determined using the attained ages of the Participant and the designated beneficiary as of the first distribution calendar year.

(c) Amount Required to be Distributed. A Participant who attains his required beginning date shall elect to begin payment in any optional form of payment available to the Participant. If the Participant does not receive payment in a single lump sum or an annuity purchased from a life insurance company, the maximum amount that shall be distributed for each calendar year beginning with the first distribution calendar year is the lesser of:

(1) The quotient obtained by dividing the Participant's vested Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulations section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) If the Participant's Spouse is the Participant's sole designated beneficiary for the distribution calendar year, the quotient obtained by dividing the Participant's vested Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulations section 1.401(a)(9)-9, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

A Participant's Account is determined as of the last Valuation Date in the calendar year immediately preceding the calendar year for which a distribution is required, adjusted as follows: Increased by the amount of any contributions allocated to the Account as of dates in such calendar year after the Valuation Date and decreased by distributions made in such calendar year after the Valuation Date.

(d) Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distribution shall be determined beginning with the first distribution calendar year and continue up to, and including, the distribution calendar year that includes the Participant's date of death.

7.8 Distribution from Account Prior to Early Retirement Date. A Participant may elect to receive one early distribution per lifetime, not to exceed the lesser of 50% of the Participant's Account balance as of the Valuation Date immediately preceding the date of the Participant's application for this distribution, or \$15,000, in any form described in Section 7.6 above.

For Participants who have not terminated employment, the amount of the distribution may be further limited. In particular, such a Participant may only receive an early distribution from his Profit Sharing Account, and then, the Participant may not receive a distribution from any amount attributable to contributions made to the Plan in the 24-month period preceding the date of distribution; provided, however, that a Participant who has

completed at least five years of service may receive the early distribution from the entirety of his Profit Sharing Account. All other applicable Plan requirements related to distributions, including, but not limited to, spousal consent rules, eligible rollover distribution rules and guidelines regarding distribution applications, shall apply.

7.9 Reemployment.

(a) Suspension. Payment of benefits shall be suspended for any month a Participant engages in Covered Employment. Payment of benefits shall be suspended for any month a Participant receiving disability or early retirement benefits pursuant to Section 7.2 or 7.3(b) above engages in Industry Employment. Payment of benefits shall be suspended for any month a Participant engages in Prohibited Employment after the Participant receives or would otherwise be eligible to receive a normal retirement benefit pursuant to Section 7.3(c) of the Plan. No payment shall be withheld from a Participant who has attained age 60 unless the Plan notifies the Participant by personal delivery or first class mail during the first calendar month or payroll period in which the Plan withholds payments that his or her benefits are suspended. Such notifications shall contain a description of the specific reasons why benefit payments are being suspended, a description of the Plan provision relating to the suspension of payments, a copy of such provisions, and a statement to the effect that applicable Department of Labor regulations may be found in section 2530.203-3 of the Code of Federal Regulations.

In addition, the notice shall inform the Participant of the Plan's procedures for affording a review of the suspension of benefits. Requests for such reviews may be considered in accordance with the claims procedure adopted by the Plan pursuant to section 503 of ERISA and applicable regulations.

Participants receiving termination of employment benefits pursuant to Section 7.3(a) of the Plan who engage in Industry Employment shall continue to receive such benefits.

(b) Commencement of Benefits Following Suspension. A Participant whose benefits were suspended pursuant to (a) above, shall again commence distribution of the remaining portion of his Account upon qualifying for a disability or retirement benefit pursuant to Sections 7.2 or 7.3 above.

7.10 Qualified Domestic Relations Orders. Upon receipt of a domestic relations order issued by a court of competent jurisdiction with respect to a Participant's interest in the Plan, the Trustees shall determine whether such domestic relations order constitutes a qualified domestic relations order (as defined in Code section 414(p)(1), a "QDRO"). The Trustees shall establish reasonable procedures to determine the qualified status of a domestic relations order and to administer distributions mandated by a QDRO.

If the Trustees determine that the domestic relations order is a QDRO, an alternate payee as defined in Code section 414(p)(8) shall receive distributions in a manner and over a period described in Sections 7.4 and 7.6; provided, however, that distributions to an alternate payee may not occur in the form of a joint and survivor annuity with respect to the alternate payee and his or her subsequent spouse. Distributions made pursuant to this section may occur

without regard to the age or the employment status of the Participant. Except as provided by this section, a distribution pursuant to a QDRO shall not include any type of benefit or payment option not otherwise payable by the Plan.

The Plan shall deduct from a Participant's Account reasonable administrative expense associated with reviewing and processing a QDRO for the affected Participant. The expense shall be deducted before any payment is made from the Account.

A QDRO includes (a) an order that is issued after and with respect to another domestic relations order or QDRO, including an order that revises or amends a prior order; or (b) an order issued after the Participant's annuity starting date, divorce or death, provided that the other requirements for a QDRO as set forth in the Plan's QDRO procedure and/or as defined in Code section 414(p) are satisfied.

7.11 Qualified Military Service. 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 Code section 414(u). All obligations for contributions and benefits under Code section 414(u) shall be satisfied by the Plan. To the extent provided for by the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act"), the following provisions apply:

(a) If a Participant dies on or after January 1, 2007 while performing qualified military service with reemployment rights described in Code section 414(u), where the Participant cannot return to Covered Employment on account of his or her death, the Participant's beneficiary(ies) shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service unless otherwise specifically stated) provided under the Plan as if the Participant had been reemployed on the day prior to death and then severed Covered Employment on account of death.

(b) Effective January 1, 2009, Compensation for purposes of Code section 415 includes any differential wage payments as defined under Code section 3401(h)(2) and as set forth in Section 6.1(c).

For purposes of this section, "qualified military service" shall be determined pursuant to Code section 414(u)(5).

ARTICLE 8

Claims Procedure

8.1 Claims Procedures. The Plan shall establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations and appeal of adverse benefit determinations, which procedures shall be incorporated herein by reference. The claims procedures shall not contain any provision and shall not be administered in any manner which unduly inhibits or hampers the initiation or processing of claims for benefits. The Plan's claims procedures shall contain administrative processes and safeguards designed to ensure and to verify that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants.

8.2 Application for Benefits. A person entitled to benefits from the Plan must file a written claim for benefits with the Trustees in a manner approved by the Trustees. The Trustees shall process a claim for benefits in accordance with the Plan's claims procedures. Notwithstanding the preceding, distributions pursuant to Section 7.7 of the Plan shall automatically begin by the Participant's required beginning date, whether or not the Participant files a written application for benefits.

ARTICLE 9

Amendment and Termination

9.1 Amendment. The Trustees may, in their sole and absolute discretion, from time to time amend the Plan in any manner which does not cause any part of the Trust Fund, other than amounts which are necessary to pay taxes and administration expenses, to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their beneficiaries or estates and which does not conflict with the provisions of the collective bargaining agreement providing for contributions to the Plan or purposes of the Plan, provided that any amendment complies with the applicable sections of the Code.

If the Plan's vesting schedule, if any, is amended, the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable interest in his Account, or the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, in the case of an Employee who is a Participant as of the later of the adoption date of such amendment or change or the effective date of such amendment or change, the nonforfeitable interest in his Account (determined as of that date) attributable to Employer contributions will not be less than the percentage computed under the Plan without regard to such amendment or change. Furthermore, each Participant with at least three years of service may elect within a reasonable period after the adoption of the amendment or change to have his nonforfeitable interest in his Account attributable to Employer contributions computed under the Plan without regard to such amendment or change. For a Participant who does not have at least one Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting five years of service for three years of service wherein such language appears. The period during which the election may be made will begin with the date the amendment is adopted or deemed to have been made and shall end on the latest of:

- (a) 60 days after the amendment is adopted;
- (b) 60 days after amendment becomes effective; or
- (c) 60 days after the Participant is sent written notice of the amendment.

With respect to a Participant's Account attributable to Employer contributions accrued as of the later of the adoption or effective date of the amendment, the vested percentage of each Participant will be the greater of the vested percentage under the old vesting schedule or the vested percentage under the new vesting schedule.

9.2 Notice of Amendment. The Trustees shall notify the Association, the Union and the Employers of any amendment to the Plan.

9.3 Termination and Discontinuance of Contributions. The Trustees, to the extent permitted by and in accordance with the then applicable law, shall have the right to discontinue or terminate the Plan at any time with respect to any or all Participants. Upon discontinuance of Plan contributions or full or partial termination of the Plan, all affected Participants' Accounts shall remain fully vested and nonforfeitable.

ARTICLE 10

General Provisions

10.1 Nonguarantee of Employment. Nothing contained in this Plan shall constitute a contract of employment between an Employer and any Employee, or grant any Employee the right to continue in the Employment of an Employer, or limit the right of an Employer to discharge any of its Employees, with or without cause.

10.2 Rights to Trust Assets. No Employee, former Employee, retired Employee, beneficiary or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust or the Plan, except as the Plan specifically grants such right, interest or title. All benefits as provided in the Plan shall be paid solely out of the assets of the Trust and the Employers shall not be liable therefor in any manner.

10.3 Limitation on Assignment. Except with respect to payments required pursuant to a QDRO, and as required by law, no pension benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, until such payment has been actually received by the person entitled to it. Any such attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, garnish, execute, levy or otherwise dispose of the same shall be void. Further, neither the Plan nor any of the assets thereof shall in any manner be liable for or subject to the debts, contracts, liabilities, engagements or torts of any Participant or beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court action or proceeding.

10.4 Facility of Payment. In the event that the Trustees shall determine, on the basis of medical reports or other evidence satisfactory to them, that a Participant entitled to receive pension benefits under this Plan is unable to care for his affairs because of illness, accident or disability, the Trustees, in their sole discretion and as they deem advisable may pay any amount to which the Participant is entitled to:

- (a) The Participant's Spouse;
- (b) One or both of his parents;
- (c) One or more of his brothers or sisters; or
- (d) Any other person or persons who have incurred expenses for the Participant.

However, if prior claim for any amount owing to the Participant is made by his duly qualified guardian or legal representative, the Trustees shall pay the amount to which the Participant is entitled to such guardian or legal representative. Any payment made pursuant to this section in good faith shall be a payment for the account of the Participant and shall be a complete discharge from any liability of the Plan and the Trustees.

10.5 Information Furnished by Employee. The Trustees shall have the right to require, as a condition precedent to the payment of any benefit hereunder, all information which they reasonably deem necessary, including records of employment, proof of date of birth, evidence of existence, etc., and no benefit requiring any such information shall be payable until receipt of such information. The Association, Union, Employers, Employees, retired Employees and beneficiaries, as applicable, shall furnish such required information.

10.6 No Employer Right to Trust. Neither the Association, the Employers nor the Union shall have any right, title or interest in the contributions made by them or any of them to the Trust and no part of the Trust shall revert to the Association, the Employers or Union except as permitted by the terms of the Trust Agreement.

10.7 Disclaimer of Liability. Neither the Association, the Union, the Employers nor the Trustees guarantee the Trust in any manner against loss or depreciation. Except if provided to the contrary in the Trust Agreement, the Association, the Employers and Union shall not be responsible for any act or failure to act of the Trustees. The Trustees shall not be responsible for any act or failure to act of any Employer. Anything in the Plan to the contrary notwithstanding, no benefits shall be payable except those which can be provided under the Plan, and no person shall have any claim for benefits against the Union, the Association, any Employer or the Trustees.

10.8 Savings Clause. In case any provision of this Plan shall be illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if it had never contained said illegal and invalid provisions.

10.9 Administered Solely by Trustees. The Plan shall be administered solely by the Trustees and employees or agents of the Trustees or the Plan, and the decisions of the Trustees in all matters pertaining to the administration of the Plan shall be final and binding. The Trustees shall be authorized to make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.

10.10 Merger, Consolidation or Transfer of Assets and Liabilities to Other Plans. To the extent law applicable to the Plan requires at the time of merger, consolidation or transfer, there shall be no merger or consolidation of the Plan nor a transfer of the Plan's assets or liabilities to another Plan unless:

(a) Each Participant would be entitled to receive a pension benefit immediately after such event (if such other plan then terminated) which is equal to or greater than the pension benefit he would have been entitled to receive if the Plan had terminated immediately prior to such event; and

(b) Such is authorized by the terms and conditions of the Trust Agreement.

10.11 Determination By Trustees Binding. Notwithstanding anything else contained in this Plan, the Trust Agreement, or the Summary Plan Description, the Trustees or, where Trustees responsibility has been delegated to others, such delegates shall have sole and absolute discretion to determine the standard of proof required in any case and to apply and interpret this

Plan and its provisions, rules, regulations or procedures. The decisions of the Trustees or their delegates shall be final and binding.

The Trustees or the Trustees' delegates shall also have the discretion to determine eligibility for benefits under the Plan and Trust, including eligibility for participation, disability benefits, death benefits or other benefits available under the Plan. To the extent any such duties may be delegated to others, the Trustees of the Plan retain the right to ultimately decide all appeals, in their sole and absolute discretion. Benefits under this Plan will be paid only if the Trustees or Trustees' delegates decide in their discretion that the applicant is entitled to them. Any exercise by the Trustees or the Trustees' delegates of their discretionary authority with respect to construction and interpretation of the Plan and Trust or eligibility for benefits shall be final and binding.

All questions or controversies, of whatsoever character, arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, or as to the construction of language or meaning of this Plan or rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Trustees or, where Trustee responsibility has been delegated to others, to such delegates for decision. The decision of the Trustees or their delegates shall be final and binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that such decision may be determined to be arbitrary or capricious by a court having jurisdiction over such matter.

10.12 Appeals. In the event a claim for benefits has been denied in whole or in part, no lawsuit or other action (including actions or proceedings before administrative agencies) against the Plan or its Trustees may be filed until the matter has been submitted for a complete review under the claims procedures incorporated herein by reference.

10.13 Funding Policy. The funding policy for the Plan hereby requires the Trustees to invest the Trust Fund for the exclusive benefit of Plan Participants and their beneficiaries in a manner consistent with ERISA.

Pursuant to Section 10.14 below, the Trustees have provided Participants the discretion of directing the investment of their Account from among the investment vehicles made available within the Trust. The Trustees are authorized to establish appropriate rules and procedures, including restrictions relative to the transfer of funds among Participant-directed investments, which the Trustees determine in their discretion, are necessary. The Participant's investment election remains in effect until amended or discontinued, until such time as the Trustees rescind the power of the Participants to direct their own investments, or until the Participant direction exceeds the limits set forth by the Trustees.

10.14 Participant Direction of Investment of Account.

(a) **Investment of Funds.** The Trustees, in accordance with uniform and nondiscriminatory procedures, may authorize Participants to direct the investment of all or part of their Account in such funds as the Trustees may select. The Participants' directions shall be made in a manner approved by the Trustees. If the Trustees act at the direction of a Participant,

the Trustees shall not be liable or responsible for any loss resulting to the Trust Fund or to any Account or for any breach of fiduciary responsibility by reason of any action pursuant to the direction of the Participant.

(b) Investment Elections.

(1) Participants may invest their Accounts among the available funds or investment vehicles offered by the Plan. Elections shall be made in a manner approved by the Trustees, and pursuant to rules and procedures adopted by the Trustees. A Participant's election will remain in effect until amended or discontinued. If a Participant fails to direct the investment of all or any portion of his Account, such amount shall be invested in the funds uniformly designated by the Trustees on behalf of the Participant.

(2) A Participant may change his investment election as to further contributions and Income pursuant to rules prescribed by the Trustees. A Participant may change his investment election as to his existing Account pursuant to rules prescribed by the Trustees.

10.15 Overpayment or Erroneous Benefit Payment. If a Participant, beneficiary or any other party entitled to benefits as described herein receives an overpayment or an erroneous payment from the Plan office, their benefits will be reduced by the amount of any such overpayment or erroneous payment under this Plan to the extent that such overpayment or erroneous payment has not been repaid to the Plan. This right of offset, however, shall not limit the rights of the Trustees to recover such overpayments in any manner, including, but not limited to, commencing a restitution action under ERISA.

10.16 Distribution for Minor Beneficiary. In the event a Participant's beneficiary is a minor and distribution is due to be made, the Trustees may direct that such distribution be paid to the minor beneficiary's legal guardian, or if none, to a parent of the minor beneficiary or a responsible adult with whom the minor beneficiary maintains his residence, or to the custodian for the minor beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said minor beneficiary resides. Any payment made pursuant to this section in good faith shall be a payment for the account of the Participant and shall be a complete discharge from any liability of the Plan and the Trustees.

10.17 Written Communication. To the extent permitted by applicable Treasury and Labor Regulations, and accepted by the Trustees, all provisions of the Plan and Trust Agreement that require written notices and elections shall be interpreted to include authorized electronic or telephonic notices and elections.

ARTICLE 11

Adoption

This amended and restated Plan was unanimously adopted by the Board of Trustees at a meeting held on February 15, 2022.

WISCONSIN NECA-IBEW
RETIREMENT PLAN

Date

Union Trustee

Date

Employer Trustee

**APPENDIX A
TO THE
WISCONSIN NECA-IBEW RETIREMENT PLAN**

**Applicable Collective Bargaining Agreements and Participation Agreements
Designating Employer Contribution Rates Per Hour**

The collective bargaining agreements and Participation Agreements that obligate Employers to make Employer contributions to the Plan at designated rates are incorporated into the Plan by reference. The collective bargaining agreements and Participation agreements, in effect as of the dates specified below, that obligate the Employers to make contributions to the Plan and the designated contribution rates are as follows:

AGREEMENT NAME	CONTRIBUTION RATE	AGREEMENT EFFECTIVE DATE¹
Agreement between Kenosha Division, Wisconsin Chapter, N.E.C.A., Inc. and Local Union #127, I.B.E.W. ("IBEW Local Union #127 Inside Agreement")	The Employer shall contribute an amount equal to 25% of an Employee's gross monthly payroll for all Employees covered by the IBEW Local Union #127 Inside Agreement to a jointly administered trust fund (the Plan) for the purpose of providing retirement benefits.	June 1, 2021
Inside Agreement between Wisconsin Valley Division, Wisconsin Chapter, N.E.C.A., Inc. and Local Union #388, I.B.E.W. ("IBEW Local Union #388 Inside Agreement")	The Employer shall contribute an amount equal to 25% of an Employee's gross straight time payroll for all Employees covered by the IBEW Local Union #388 Inside Agreement to a jointly administered trust fund (the Plan) for the purpose of providing pension benefits, subject to allocation of a portion of such contribution to fund a supplemental unemployment benefit for such Employees as set forth in the IBEW Local Union	June 1, 2021

¹ The effective date indicated is the effective date of the collective bargaining agreement or participation agreement in place as of January 1, 2022.

	<p>#388 Inside Agreement. Such contributions shall be based on the Employee's straight time rate of pay based on all actual hours worked.</p> <p>The contribution rate to the Plan for all apprentices shall be 14% of the Employee's base wage rate.</p>	
Residential Wiring Agreement between Wisconsin Valley Division, Wisconsin Chapter, N.E.C.A., Inc. and Local Union #388, I.B.E.W. ("IBEW Local Union #388 Residential Agreement").	The Employer shall contribute an amount equal to 15% of an Employee's gross straight time payroll for all Employees covered by the IBEW Local Union #388 Residential Agreement to a jointly administered trust fund (the Plan) for the purpose of providing pension benefits. Such contributions shall be based on the Employee's straight time rate of pay based on all actual hours worked.	June 1, 2021
Inside Agreement - Racine Division, Wisconsin Chapter, N.E.C.A., Inc. and Local Union #430, I.B.E.W. ("IBEW Local Union #430 Inside Agreement")	The Employer shall contribute an amount equal to 25% of an Employee's gross monthly payroll for each Employee covered by the IBEW Local Union #430 Inside Agreement to a jointly administered trust fund (the Plan) for the purpose of providing retirement benefits, subject to allocation of a portion of such contribution to fund a supplemental unemployment benefit for such Employees as set forth in the IBEW Local Union #430 Inside Agreement.	June 1, 2021
Residential Wireman Agreement between I.B.E.W. Local Union #430 and Racine Division, Wisconsin Chapter, N.E.C.A. ("IBEW Local	The Employer shall contribute an amount equal to 16% of an Employee's gross monthly payroll for each Employee covered by the IBEW Local Union #430 Residential Agreement to a jointly administered trust fund (the Plan)	June 1, 2021

Union #430 Residential Agreement")	for the purpose of providing retirement benefits, subject to allocation of a portion of such contribution to fund a supplemental unemployment benefit for such Employees as set forth in the IBEW Local Union #430 Residential Agreement.	
Inside Agreement between Fox Valley Division, Wisconsin Chapter, N.E.C.A., Inc. and Local Union #577, I.B.E.W. ("IBEW Local Union #577 Inside Agreement")	<p>The Employer shall contribute an amount equal to 25% of an Employee's gross productive payroll for each Employee covered by the IBEW Local Union #577 Inside Agreement to the Plan for the purpose of providing retirement benefits.</p> <p>The contribution rate to the Plan for all apprentices shall be 14% of the Employee's base wage rate.</p>	June 1, 2021
Agreement between Janesville/Beloit Division, Wisconsin Chapter, N.E.C.A., Inc. and Local Union #890, I.B.E.W. ("IBEW Local Union #890 Inside Agreement")	The Employer shall contribute an amount equal to 25% of an Employee's gross monthly payroll for each Employee covered by the IBEW Local Union #890 Inside Agreement to a jointly administered trust fund (the Plan) for the purpose of providing "profit sharing" type retirement benefits.	June 1, 2021
Residential Wiring Agreement - Janesville/Beloit Division, Wisconsin Chapter, N.E.C.A., Inc. and Local Union #890, I.B.E.W. ("IBEW Local Union #890 Residential Agreement")	The Employer shall contribute an amount equal to 25% of an Employee's gross monthly payroll for each Employee covered by the IBEW Local Union #890 Residential Agreement to a jointly administered trust fund (the Plan) for the purpose of providing "profit sharing" type retirement benefits.	June 1, 2021
Voice, Data, Video Labor Agreement By and Between The Wisconsin Chapter,	Each Employer shall contribute an amount equal to the applicable percentage of the gross productive	June 1, 2021

National Electrical Contractors Association and I.B.E.W. Locals #14, #127, #158, #159, #388, #430, #577 and #890. (the "VDV Agreement")	<p>payroll for each Employee covered by the VDV Agreement to a jointly administered trust fund (the Plan) for the purpose of providing "profit sharing" type retirement benefits.</p> <ul style="list-style-type: none"> • IBEW Local Union #127: 18% • IBEW Local Union #388: 25% • IBEW Local Union #430: 18% • IBEW Local Union #577: 22.3% • IBEW Local Union #890: 17% 	
Agreement by and between OPEIU Local No. 9, AFL-CIO-CLC and IBEW Local No. 388 (the "Local No. 388 Staff Agreement")	The Employer shall contribute an amount equal to 25% of an Employee's gross straight time payroll for each Employee covered by the Local No. 388 Staff Agreement to a jointly administered trust fund (the Plan) for the purpose of providing "profit sharing" type retirement benefits. Such contributions shall be based on the Employee's straight time rate of pay based on all actual hours worked.	July 1, 2021
Agreement by and between OPEIU Local No. 9, AFL-CIO-CLC and IBEW Local No. 577 (the "Local No. 577 Staff Agreement")	The Employer shall contribute an amount between 23% of the gross hourly wage for each Employee covered by the Local No. 577 Staff Agreement to a jointly administered trust fund (the Plan) for the purpose of providing "profit sharing" type retirement benefits.	August 1, 2021
Agreement by and between OPEIU Local No. 9, AFL-CIO-CLC and IBEW Local No. 890 (the "Local No. 890 Staff Agreement")	The Employer shall contribute an amount equal to 15% of the gross monthly payroll for each Employee covered by the Local No. 890 Staff Agreement to a jointly administered trust fund (the Plan) for the purpose of providing "profit sharing" type retirement benefits.	July 1, 2021

Participation Agreement by and between OPEIU Local No. 9, AFL-CIO and Wisconsin NECA Chapter	The Employer shall contribute an amount equal to 20% of the gross monthly payroll for each Employee covered by the WEEBF Staff Agreement to Plan. Additionally, upon election by the Employee, the Employee may contribute an additional amount not to exceed 25% of the Employee's total gross pay.	July 1, 2021
Participation Agreement by and between OPEIU Local No. 9, AFL-CIO and Joint Apprenticeship and Training Committee	The Employer shall contribute an amount equal to \$4.37 per hour of service for each Employee covered by the OPEIU Local No. 9, AFL-CIO Agreement to the Plan.	July 1, 2021
Participation Agreement by and between OPEIU Local No. 9, AFL-CIO and Wisconsin Electrical Employees Benefit Funds	The Employer shall contribute an amount equal to 12% of the gross monthly payroll for each Employee covered by the WEEBF Staff Agreement to the Plan. Additionally, upon election by the Employee, the Employee may contribute an additional amount not to exceed 25% of the Employee's total gross pay.	July 1, 2021