

**FIFTH AMENDED AND REVISED MONEY PURCHASE PENSION PLAN FOR THE
IBEW LOCAL 595 PENSION TRUST**

EFFECTIVE JANUARY 1, 2015

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FIFTH AMENDED AND REVISED MONEY PURCHASE PENSION PLAN FOR THE IBEW LOCAL 595 PENSION TRUST

PREAMBLE

This Fifth Amended Revised Money Purchase Plan replaces the Fourth Revised Money Purchase Pension Plan. Unless otherwise specified, benefits that commenced prior to January 1, 2015 and after January 1, 2010 are to be determined under the Fourth Revised Money Purchase Pension Plan. Unless otherwise specified, benefits that commenced prior to January 1, 2010 and after February 1, 2000 are to be determined under the Third Revised Money Pension Purchase Plan. Unless otherwise specified, benefits that commenced prior to February 1, 2000 and after February 1, 1989 are to be determined under the Second Revised Money Purchase Pension Plan. Benefits that commenced prior to February 1, 1989, and after February 1, 1987 are to be determined under the Money Purchase Pension Plan, as Restated January 1987. Benefits that commenced prior to February 1, 1987 and after December 1, 1980 are to be determined under the Money Purchase Pension Plan. Benefits paid to or in the interest of a Participant are governed by the provisions of the Plan in effect on the dates of the Participant's or Beneficiary's Benefit Starting Date unless subsequent amendments to the Plan are made expressly retroactive.

This is a collectively bargained defined contribution plan. It is governed under the terms of a Trust Agreement for the IBEW Local 595 Pension Trust. The terms of the Trust Agreement are the subject of good faith bargaining between the Union and the Association, and all contributions to the Money Purchase Pension Plan are made pursuant to collective bargaining agreements or the Electrical Industry Pension Reciprocal Agreement, except as the Trust Agreement or the Money Purchase Pension Plan permit contributions pursuant to a Subscription Agreement or transfers in accordance with Appendix C, Procedures for Transfers of Accounts, of this Plan.

ARTICLE 1

DEFINITIONS

SECTION 1.01 INDIVIDUAL ACCOUNT

"Individual Account" means the amount payable from an Individual Account as defined and described in Section 3.01.

SECTION 1.02 ACTUARIAL EQUIVALENT

"Actuarial Equivalent" means two benefits of equal actuarial present value.

SECTION 1.03 ASSOCIATION

"Association" means the Northern California Chapter, Alameda County Branch, of the National Electrical Contractors Association. Effective December 1, 1998, "Association" also means the Northern California Chapter, Stockton Branch, of the National Electrical Contractors Association.

SECTION 1.04 BENEFICIARY

A "Beneficiary" is a person designated under Section 3.03 to receive benefits upon the death of a Participant or Pensioner.

SECTION 1.05 BENEFITS

"Benefits" means those payments or services to which the Participants and Beneficiaries are, or may become, entitled under this Plan.

SECTION 1.06 CODE OR INTERNAL REVENUE CODE

All references herein to sections of the Internal Revenue Code or "Code," or any "Regulations" or ruling thereunder, will be deemed to refer to such sections of the Internal Revenue Code of 1986, as amended.

SECTION 1.07 COLLECTIVE BARGAINING AGREEMENT

"Collective Bargaining Agreement" means the Collective Bargaining Agreement entered into between Local Union 595, International Brotherhood of Electrical Workers, and the Northern California Chapter, Alameda County Section, of the National Electrical Contractors Association and Letters of Assent executed by individual Employers agreeing to be bound by the terms of such agreement requiring contributions to this Pension Trust. Unless the context requires a different interpretation, the term "Collective Bargaining Agreement" shall include the term "Subscription Agreement." Effective December 1, 1998, the term "Collective Bargaining Agreement" shall also include the Collective Bargaining Agreement entered into between Local Union No. 595, International Brotherhood of Electrical Workers, and the Northern California Chapter, Stockton Branch, of the National Electrical Contractors Association and Letters of Assent executed by individual employers agreeing to be bound by the terms of such agreement requiring contributions to this Pension Trust.

SECTION 1.08 COMPENSATION

Unless otherwise provided herein, a Participant's "Compensation" means the Participant's earnings for the taxable year ending with or within the Plan Year. Effective February 1, 2002 the annual compensation limits pursuant to Section 401(a)(17) of the Code was increased to \$200,000.

SECTION 1.09 CONTRIBUTION, VOLUNTARY AFTER-TAX CONTRIBUTION, AND DEDUCTIBLE VOLUNTARY CONTRIBUTION

"Contribution" means the payment made to the Trust by any Employer under a Collective Bargaining Agreement on account of hours worked by an Employee, whether made directly or transmitted to the Trust pursuant to the Electrical Industry Pension Reciprocal Agreement. For the purpose of Section 2.01, "Contribution" also means any trust-to-trust transfer to the Plan from another qualified plan under Section 2.15, or any addition to the Individual Account under Section 2.16 on account of Qualified Military Service. Unless the context indicates otherwise, "Contribution" may also include "Voluntary After-Tax Contributions," as provided by Section 2.02, and "Deductible Voluntary Contributions" made prior to January 1, 1987, as provided by Section 2.03.

SECTION 1.10 COVERED EMPLOYMENT

"Covered Employment" means work as an Employee as defined in Section 1.14 for which Contributions are made or required to be made to the Trust.

SECTION 1.11 EARLY RETIREMENT AGE

"Early Retirement Age" means that the Participant has attained age 55 but not yet attained age 65.

SECTION 1.12 EFFECTIVE DATE

"Effective Date of the Plan" means December 1, 1980. The effective date of this Fourth Revised Money Purchase Pension Plan is specified in Article 12. Certain provisions have a different effective date as required by the Internal Revenue Code or other applicable law or as is otherwise provided herein.

SECTION 1.13 ELECTRICAL CONSTRUCTION INDUSTRY

The term "Electrical Industry" or "Electrical Construction Industry" means all branches of the electrical trade in the United States and includes work of any kind for any employer performing work primarily in the electrical trade.

SECTION 1.14 EMPLOYEE

(A) "Employee" means:

- (1) All employees of the Employers and self-employed individuals for whom Contributions are required to be made to this Plan pursuant to the terms of a Collective Bargaining Agreement, excluding any Temporary Employee under the Reciprocal Agreement for whom this Trust transfers monies to a Home Fund pursuant to an Employee Reciprocal Authorization and Release executed by the Temporary Employee and such additional consents and approvals as the Board of Trustees may require.
- (2) All Electrical Industry employees of any Employer admitted as an Employer pursuant to the provisions of the Trust instrument and rules and regulations adopted by the Board of Trustees and for whom Contributions are required to be made to this Pension Trust;
- (3) Other employees of Employers admitted as allied employees pursuant to rules and regulations adopted by the Board of Trustees and for whom Contributions are required to be made to this Pension Trust;
- (4) The Business Manager, Assistants and administrative staff of the Union signatory to this Pension Trust on whose behalf Contributions are required to be made to this Pension Trust;
- (5) The Apprenticeship Coordinator and administrative staff employed by the Electrical Industry Apprenticeship and Training Trust of Alameda County and the Apprenticeship Coordinator and administrative staff employed by the San Joaquin and Calaveras Counties Electrical Training and Educational Trust on whose behalf Contributions are required to be made to this Pension -Trust;
- (6) Employees of the Northern California Chapter, Alameda County Branch and Stockton Branch, of the National Electrical Contractors Association on whose behalf Contributions are required to be made to this Pension Trust;
- (7) Employees of the Building Trades Council of Alameda County, so long as no employee or employer contributions are otherwise made by the Building Trades Council, on behalf of such employee, to any 401(k), pension or retirement plans including, but not limited to, any defined benefit, defined contribution, deferred compensation and/or cash balance plans (or any combination or hybrid thereof).
- (8) Temporary Employees for whom Employer Contributions (but not Employee Contributions) are required to be transferred to this Plan pursuant to the terms of the Reciprocal Agreement and a properly executed Employee Reciprocal Authorization and Release;

provided, however, that the inclusion of any of the Employees described in this subsection will not be in violation of any existing law or regulation and will not adversely affect the exempt status of this Trust. No person will be permitted to participate as an Employee unless Contributions on the person's behalf are required to be made or transferred to this Plan pursuant to the Collective Bargaining Agreement, a Subscription Agreement, or the Electrical Industry Pension Reciprocal Agreement (see Appendix A).

(B) Noncollectively Bargained Employees.

- (1) Any party executing a Subscription Agreement providing for Contributions to the Money Purchase Pension Plan on behalf of noncollectively bargained Employees will be required to acknowledge its independent obligation to comply with all applicable Federal laws, including but not limited to those laws and regulations defining rules of participation, coverage, limitations on benefit accrual and nondiscrimination in benefits.
- (2) Annually each Employer described in paragraph (b)(1) who maintains a stock bonus, pension or profit-sharing plan designed to qualify under Code Section 401(a)(including a cash-or-deferred arrangement under Code Section 401(k)), a tax-sheltered annuity (pursuant to Code Section 403), or employee stock-option plan (ESOP) for its employees while contributing to this Plan on behalf of noncollectively bargained Employees (including "alumni" employees meeting the requirements of Treasury Regulation Section 1.410(b)-6(d)(2)) shall be required, as a condition of acceptance by the Trust of Contributions for those Employees, to provide to the Trustees:
 - (a) A certificate of an authorized officer of the Employer stating that as of the Determination Date:
 - (i) The Employer's plan or sponsoring fiduciary has received from the Internal Revenue Service a determination letter stating that the plan (including any amendments thereto) and corresponding trust forming part of the plan are qualified under Code Section 401(a); or
 - (ii) The plan and sponsoring fiduciary have submitted, or will submit prior to the end of the applicable remedial amendment period, a request to the IRS for such determination letter on the plan, including any amendments thereto, and corresponding trust and will timely adopt any amendment that the IRS requires as a condition of issuing such letter; or
 - (iii) The plan and sponsoring fiduciary have received an opinion of legal counsel to the effect that the plan and corresponding trust meet the requirements for qualification under Code Section 401; or
 - (iv) The plan is a prototype plan, the IRS has issued an opinion letter on the prototype document and the plan is entitled to rely on such IRS opinion letter, and the sponsoring fiduciary knows of no reason that the plan or corresponding trust would not qualify under Code Section 401(a).
 - (b) A certificate of an Enrolled Actuary stating that as of the Determination Date:
 - (i) The Employer's plan, when aggregated under the rules of Code Section 416(g)(2), is not a top-heavy plan as defined in Code Section 416(g);

- (ii) The Employer's contributions to this Plan, when aggregated with contributions to the Employer's plan where required to do so under the rules of Code Section 415(g), will not cause the Annual Addition to the individual account of any Participant for whom Contributions are made under a Subscription Agreement to exceed the maximum permissible amount under Code Section 415(a).

For the Enrolled Actuary's certification, the "Determination Date" is the date provided by Section 8.04(A)(4). An "Enrolled Actuary" is a person who is enrolled by the Joint Board for the Enrollment of Actuaries established under ERISA Sections 3041-3042. The Trustees may establish procedures for the substitution of comparable assurances.

- (3) The Trustees shall be entitled to rely upon the certificate of an Employer or Enrolled Actuary for the Employer's plan or other assurances given by the Employer under this Section 1.14. The Trustees shall have no obligation to an Employer to modify the terms of this Plan or allocate to any individual account an amount greater than the amount contributed by the Employer in order to correct a failure to satisfy the requirements of Code Sections 415 or 416 resulting from the Employer's concurrent maintenance of another plan. The Trustees, as a condition of accepting Contributions under a Subscription Agreement, shall be entitled instead to require an Employer,
 - (a) To indemnify this Plan for expense incurred to implement the vesting requirements of Code Section 416(b), provide the minimum allocation for non-Key Employees required by Code Section 416(c) and Section 8.06, or otherwise correct a potentially disqualifying event or condition under Code Sections 415 or 416, where the event or condition results from the Employer's concurrent maintenance of a plan with which this Plan must be aggregated to test compliance; and
 - (b) To modify the Employer's plan to satisfy the vesting requirements of Code Section 416(b), provide the minimum Annual Additions required by Code Section 416(c), and/or, where required by the Code or regulations of the Internal Revenue Service, conform the plan year of the Employer's plan to the Plan Year of this Plan; and
 - (c) To provide the Trustees or their agent: upon reasonable notice, copies of all trust agreements, plan descriptions and formal plan documents, actuarial reports, statements of benefit accruals or account balances and vesting status for any participant in the Employer's plan, compensation records for Employees, including but not limited to Highly-Compensated Employees, that the Trustees determine in the exercise of reasonable discretion to be necessary to conduct an audit, and all correspondence with the Internal Revenue Service concerning qualification of this Plan or the Employer's plan.
- (4) The Trust's right to reimbursement from the Employer under subparagraph (B)(3)(a) shall include:
 - (a) An amount necessary to compensate the Trust for the incremental cost acceleration of vesting or increased Annual Additions required as a result of a top-heavy condition; and
 - (b) The cost of consulting and professional services incurred in response to the potentially disqualifying event or condition; and
 - (c) Any taxes or penalties incurred as a result of the potentially disqualifying event or condition. Monetary assessments shall become Contributions owing and due to the Trust ten (10) days after written notice of the assessment is delivered to the Employer.

- (5) The Trustees shall be entitled to reject any Contribution and terminate any Subscription Agreement where necessary, in the sole discretion of the Trustees, to maintain compliance with Code Sections 415 and 416. Contributions that would cause a potentially disqualifying event or condition under Code Sections 415 or 416 will be returned to the Employer without interest. No Annual Additions will be credited to any person if those additions would exceed the limits of Code Section 415 or cause the Plan to become top-heavy under Code Section 416(g).
- (6) A breach by a Contributing Employer of any of the terms, provisions and conditions of this Section 1.14 will cause damage to the Trust that will be irreparable. The amount of damages will be impossible to ascertain with certainty. For this reason, in the event of a failure of an Employer to comply with the requirements of this paragraph (B), the Trustees shall be entitled to an order compelling specific performance. The right to specific performance, however, shall be cumulative and in addition to other remedies the Trustees may have to protect the qualification of the Plan.

(C) Leased Employees, Controlled Groups and Affiliated Service Groups.

Leased Employees and employees of an affiliated service group or controlled group whose participation is required to satisfy the provisions of Code Sections 414(b), (c), (m) or (n), will be considered Employees. Contributions for those persons will be required of the organization or affiliated service group on account of whose Contributions (for those persons or other Employees) those persons must be treated as Employees, whether or not a Collective Bargaining Agreement or Subscription Agreement explicitly covers their work. The Contributions will be at rates established by the Trustees in rules that are generally applicable and nondiscriminatory.

(D) Leased Employees.

For the purpose of the previous paragraph, for years beginning before December 31, 1996, the term "Leased Employee" means any person (other than an Employee of a Contributing Employer) who, pursuant to an agreement between the Contributing Employer and any other person ("Leasing Organization"), has performed services for the Contributing Employer (or for the Contributing Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are of a type historically performed by employees in the business field of the Contributing Employer.

Effective December 31, 1996, the term "Leased Employee" means any person (other than an Employee of a Contributing Employer) who, pursuant to an agreement between the Contributing Employer and any other person ("Leasing Organization"), has performed services for the Contributing Employer (or for the Contributing Employer and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the Contributing Employer.

Contributions or benefits provided a Leased Employee by the leasing organization that are attributable to services performed for the Contributing Employer will be treated as provided by the Contributing Employer. A Leased Employee will not be considered an Employee of the Contributing Employer if:

- (1) Such employee is covered by a money purchase pension plan providing (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code Section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement that are excludable from the employee's gross income under Code Section 125, Code Section 402(a)(8),

Code Section 402(h) or Code Section 403(b); (ii) immediate participation; and (iii) full and immediate vesting; and

- (2) Leased Employees do not constitute more than 20 percent of the Contributing Employer's nonhighly compensated workforce, as defined in Section 414(q)(1)(A) and (B).

SECTION 1.15 EMPLOYER OR CONTRIBUTING EMPLOYER

- (A) "Employer" or "Contributing Employer" means any association, partnership, corporation, individual or other entity employing Employees described in Section 1.14. No Employer may be permitted to contribute to this Money Purchase Pension Plan unless the Employer is also a Contributing Employer under the terms of the IBEW Local 595 Pension Plan except upon unanimous consent of all Trustees upon good cause shown.
- (B) Any Employer who is observing the working conditions and paying the wages and making the required fringe benefit contributions (excluding the N.E.A.F.. and/or the Local Industry Trust) and is performing electrical construction work comparable to that being performed by other Employers in the Electrical Construction Industry under the terms of an Inside, Outside or Tunnel Agreement with Local 595 who have been accepted as "Employers" will not be unreasonably denied the right to be a Contributing Employer if it has executed an Independent Employer Collective Bargaining Agreement with Local 595.
- (C) In the event of a deadlock on the question of admitting any new Employer as a Contributing Employer, the question will be resolved by reference to the Regional Office of the International Brotherhood of Electrical Workers and the Regional Office of the National Electrical Contractors Association and the Trustees agree to be bound by any joint decision reached by such offices on the admissibility of any Employer. The question will not be subject to arbitration where otherwise provided by the Trust Agreement or any Collective Bargaining Agreement.
- (D) "Employer" will also include any Employer of a noncollectively-bargained Employee for whom Contributions are required to be made to the Money Purchase Pension Plan under a Subscription Agreement. Except as otherwise required by law, the term "Employer" does not refer to any activities of any person, firm, corporation, partnership, or other entity, other than that portion of the activities or operation embraced by a Collective Bargaining Agreement or Subscription Agreement and only to the extent the Collective Bargaining Agreement or Subscription Agreement covers individuals on whose behalf Contributions are required to be made to the Money Purchase Pension Plan.
- (E) An employer of a Temporary Employee for whom monies are transferred by the Trust to a Home Fund pursuant to an Employee Reciprocal Authorization and Release under the Reciprocal Agreement shall not be deemed a Contributing Employer to that Home Fund merely because of the transfer of those monies.

SECTION 1.16 EMPLOYER SECURITY

The term "Employer Security" means any security issued by an Employer or an affiliate of an Employer that is described in ERISA Section 407(d)(1).

SECTION 1.17 ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any lawful regulations issued thereunder.

SECTION 1.18 FUND MANAGER OR FUND OFFICE

"Fund Manager" or "Fund Office" means the individual or other entity designated by the Trustees to:

- (A) Examine claims for benefits under the terms of the Money Purchase Pension Plan;
- (B) Maintain records of Contributions, fund earnings, and Individual Accounts and to prepare an annual valuation of Individual Accounts pursuant to Section 2.05.
- (C) Report the status of Individual Accounts to each Participant at least annually pursuant to Section 2.05(e).
- (D) Administer Participant loans pursuant to Article 6;
- (E) Submit to the Trustees applications for distributions pursuant to this Money Purchase Pension Plan, together with computations of the appropriate amount of the distributions;
- (F) Prepare and file all reports and documents the Trustees may request to be submitted by the Fund Manager to any governmental agency; and
- (G) Perform other administrative duties as the Trustees may, from time to time, by written instrument, designate.

SECTION 1.19 HIGHLY COMPENSATED EMPLOYEE

"Highly Compensated Employee" means an employee who performs service during the Determination Year and is described in one or more of the following groups:

- (A) An employee who is a 5% owner, as defined in Code Section 416(i)(1)(A)(iii), at any time during the Determination Year or the Lookback Year; or
- (B) An employee who, during the Lookback year,
 - (1) Received Compensation in excess of \$120,000 (indexed in accordance with Code Section 415(d)), and
 - (2) If the Plan elects to apply this subsection (b)(2) to a Lookback Year, was in the top paid group of employees for the Lookback Year. A top-paid group election, once made, applies for all subsequent determination years unless changed by the Plan.

For the purposes of this definition of Highly Compensated Employee, the following shall apply:

- (C) The "Determination Year" is the Plan Year for which the determination of who is highly compensated is being made.
- (D) The "Lookback Year" is the 12-month period immediately preceding the Determination Year, or, if the employer elects, the calendar year ending with or within the Determination Year.
- (E) The top paid group consists of the top 20% of employees ranked on the basis of Compensation received during the year. For purposes of determining the number of employees in the top paid group, employees described in Code Section 414(q)(8) and Q & A-9(b) of Section 1.414(q)-1T of the Income Tax Regulations are excluded.

- (F) Compensation is compensation within the meaning of Code Section 415(c)(3) including elective or salary reduction contributions to a cafeteria plan, cash or deferred arrangement or tax sheltered annuity.
- (G) Employers aggregated under Code Sections 414(b), (c), (m) or (o) are treated as a single employer.

SECTION 1.20 HOUR OF SERVICE

- (A) Except as provided below with regard to Temporary Employees working under the Electrical Industry Reciprocal Agreement, "Hour of Service" means:
 - (1) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed; and
 - (2) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence, but excluding any time compensated under a Workers Compensation law, an unemployment compensation law, or a plan pursuant to a mandatory disability benefits law. No more than 501 Hours of Service will be credited under this paragraph for any single continuous period (whether or not the period occurs in a single computation period). Two periods of paid nonwork time will be deemed continuous if they are compensated for the same reason and are not separated by at least 90 days. Hours under this paragraph will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations, which is incorporated herein by this reference. Furthermore, whenever it is necessary to compute Hours of Service in situations where no work is performed or where pay is computed on other than an hourly basis, the Board will establish a rule specifically permitted under applicable lawful regulations issued by the Department of Labor under ERISA, or some other rule no less favorable to the participant; and
 - (3) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraph (1) or paragraph (2), as the case may be, and under this paragraph (3). These hours will be credited to the Employee for the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment is made.
- (B) Hours of Service will be credited for employment with other members of an affiliated service group (under Code Section 414(m)), a controlled group of corporations (under Code Section 414(b)), or a group of trades or businesses under common control (under Code Section 414(c)) of which the adopting Employer is a member, and any other entity required to be aggregated with the Employer pursuant to Code Section 414(o) and the regulations thereunder.
- (C) Hours of Service will also be credited for any individual considered an employee for purposes of this plan under Code Section 414(n) or Section 414(o) and the regulations thereunder.
- (D) For Temporary Employees under the Electrical Industry Reciprocal Agreement for whom this Trust is the Home Fund, "Hours of Service" means each hour for which the full Contributions payable by an Employer to another Participating Fund are paid to this Plan pursuant to an Employee Reciprocal Authorization and Release. At such time as the Trust receives a ruling from the Internal Revenue Service permitting the denial of credit for service when the Contributions required to be transferred are in fact not

transferred, then "Hours of Service" will mean each hour for which the full Contributions payable by an Employer to another Participating Fund are received by this Trust pursuant to an Employee Reciprocal Authorization and Release.

SECTION 1.21 MARKET VALUE

"Market Value" or "Fair Market Value" means the value of Plan assets determined according to Section 2.05.

SECTION 1.22 MONEY PURCHASE PENSION PLAN

Unless the context indicates otherwise, "Money Purchase Pension Plan", "Money Purchase Plan" or "Plan" means this Money Purchase Pension Plan as it may be amended from time to time.

SECTION 1.23 NAME OF PLAN

The name of the Plan is the IBEW LOCAL 595 MONEY PURCHASE PENSION PLAN (formerly known as the Alameda County Electrical Workers Money Purchase Pension Plan).

SECTION 1.24 NORMAL RETIREMENT AGE

"Normal Retirement Age" is a specified age that defines when certain requirements take effect for an individual Participant or Beneficiary. "Normal Retirement Age" means age 65 or the date on which an individual becomes a Participant, whichever occurs later.

SECTION 1.25 PARTICIPANT

- (A) "Participant" is an Employee who has fulfilled the eligibility requirements to commence participation in the Plan and has not ceased to be eligible for continued participation in the Plan by reason of exhaustion of all funds to which the Employee is entitled in an Individual Account. An Employee will become a Participant on completion of at least one (1) hour of employment based upon which contributions are required to be made to this Plan. Any Employees on whose behalf contributions were made to the Plan for at least one (1) hour worked prior to September 1, 2012 but whose hours were not sufficient to establish eligibility under the prior provisions of Section 1.24 shall be deemed a Participant based upon such hours worked prior to September 1, 2012.
- (B) Contributions paid to this Plan on behalf of a participant in the twelve-consecutive-month computation period described in paragraph (a)(1) of this Section will be credited to the Individual Account of the Participant from the first hour of work in the same twelve-consecutive-month period. Contributions may be subject to forfeiture as provided in Section 2.12 if the Employee fails to meet the initial requirements of this section for participation in the Plan

SECTION 1.26 PENSIONER

"Pensioner" means a person to whom a benefit is being paid under this Plan or to whom a benefit would be paid but for the time required for administrative processing.

SECTION 1.27 PLAN

"Plan" means this Money Purchase Pension Plan and any modification, amendment, extension or renewal thereof. This Plan is a collectively-bargained plan subject to good faith bargaining between the Union and the Association.

SECTION 1.28 PLAN YEAR

"Plan Year" means any period from February 1 to and including the succeeding January 31. The Plan Year is also the Trust's fiscal year. Effective January 1, 2010, "Plan Year" means any period from January 1 to and including the succeeding December 31. The Plan Year is also the Trust's fiscal year.

SECTION 1.29 QUALIFIED MILITARY SERVICE

"Qualified Military Service" means a Participant's qualified military or other uniformed service period under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), 38 U.S.C. Chapter 43. Notwithstanding any provision in the Plan to the contrary, additions to a Participant's Individual Account with respect to Qualified Military Service will be provided in accordance with Section 2.16 of this Plan, provided that a Participant has reemployment rights under USERRA.

SECTION 1.30 RETIRED OR RETIREMENT

"Retired" or "Retirement" means a permanent withdrawal from employment or self-employment as provided in Section 7.05.

SECTION 1.31 SPOUSE

"Spouse" means the legal spouse or surviving legal spouse of a Participant, provided that a former spouse will be treated as the spouse or surviving spouse to the extent provided under a Qualified Domestic Relations Order as described in Code Section 414(p).

SECTION 1.32 SUBSCRIPTION AGREEMENT

"Subscription Agreement" means a written agreement between this Trust and an Employer requiring Contributions to the Money Purchase Pension Plan for Employees not covered by a Collective Bargaining Agreement and falling within any of the classifications described in Section 1.14(A).

SECTION 1.33 TOTAL AND PERMANENT DISABILITY

"Total and Permanent Disability" means a disability that prevents the Participant from engaging in any substantial gainful activity because of a physical or mental impairment that can be expected to be of indefinite or long-continued duration. Such disability can be established by 1) evidence that a the Participant has been awarded a permanent Social Security Disability Benefit under Title II of the Social Security Act or 2) medical evidence provided to the Plan that the Board finds to be sufficient to establish such a disability. If a Participant has not been awarded a permanent Social Security Disability Benefit the Board may require a Participant to submit to an independent medical examination ("IME") by a physician chosen by the Board before making any determination of entitlement to a Total and Permanent Disability Benefit. The Board may at any time or from time to time require evidence of continued disability and/or entitlement to the permanent Social Security Disability Benefit.

SECTION 1.34 TRUST OR TRUST FUND

"Trust" or "Trust Fund" means the trust fund created and established by the Trust Agreement, including any insurance policies, monies, investments and other assets held under the Trust Agreement. The Trust is comprised of the IBEW Local 595 Pension Plan and the IBEW Local 595 Money Purchase Pension Plan, the assets of which, though administered under a single Trust, are segregated and accounted for independently

SECTION 1.35 TRUST AGREEMENT

"Trust Agreement" means the Trust Indenture dated December 8, 1965, establishing the IBEW Local 595 Pension Trust, and any modification, amendment, extension or renewal thereof.

SECTION 1.36 TRUSTEES

"Trustees" or "Board" or "Board of Trustees" means the trustees appointed to administer the Money Purchase Pension Plan under the provisions of the Trust Agreement. The Trustees are "fiduciaries" within the meaning of Section 3(21)(A) of ERISA.

SECTION 1.37 UNION

"Union" means Local 595 of the International Brotherhood of Electrical Workers.

SECTION 1.38 VALUATION DATE

"Valuation Date" is the date on which the annual valuation of the assets and liabilities of the Plan will occur. The Valuation Date is January 31 of each Plan Year. Valuation adjustments may also occur on other dates, as provided in Section 2.09 and determined by the Trustees in their sole discretion, provided that the procedures and valuation methods are consistent.

SECTION 1.39 OTHER TERMS

Other terms are defined

| Term | Section(s) |
|---|---------------|
| a. Annual Additions | 8.01 |
| b. Accrued Benefit | 2.12 |
| c. Benefit Starting Date | 4.01 |
| d. Compensation (Maximum Benefit Limitations) | 8.01 |
| e. Cooperating Funds | 1.1 of App. C |
| f. Direct Rollover | 9.07 |
| g. Distribution Calendar Year | 9.03 |
| h. Eligible Retirement Plan | 9.07 |
| i. Eligible Rollover Distribution | 9.07 |
| j. Employer (Maximum Benefit Limitations) | 8.01 |
| k. Excess Amount | 8.01 |
| | 5.02 |

| Term | Section(s) |
|--|------------|
| o. Limitation Year | 8.01 |
| p. Maximum Permissible Amount | 8.01 |
| q. Nonbargained Employee or Nonbargained Participant | 2.14 |
| r. Nonbargained Highly Compensated Employee | 2.14 |
| s. Payment Interval | 9.06 |
| t. Preretirement Survivor Pension | 5.03 |
| u. Qualified Domestic Relations Order | 7.09 |
| v. Qualified Joint and Survivor Annuity | 5.02 |
| w. Required Commencement Date | 4.02 |
| x. Termination of Service | 3.02 |
| y. Top-Heavy | 8.06 |
| z. Top-Heavy Ratio | 8.06 |

| | |
|--------------------------------------|------|
| I. Joint and Survivor Pension | |
| m. Individual Accounts | 2.01 |
| n. Key Employee and non-Key Employee | 8.06 |

| | |
|------------------------------|-------|
| aa. Year of Credited Service | 11.01 |
|------------------------------|-------|

ARTICLE 2

INDIVIDUAL ACCOUNTS

SECTION 2.01 INDIVIDUAL ACCOUNTS – GENERAL

An Individual Account will be established for each Participant. Subject to the maximum contribution limitations of Article 8, there will be credited to the Individual Account all Contributions paid to this Plan by any Employer for and on behalf of the Participant for work performed under a Collective Bargaining Agreement, or transferred according to an Employee Reciprocal Authorization and Release under the Electrical Industry Pension Reciprocal Agreement (see Appendix A) or transferred as a trust-to-trust transfer from another qualified plan under Section 2.15 and allocated to this Plan pursuant to the requirements of the IBEW Local 595 Pension Trust. In addition, on each Valuation Date, there will be credited to each Individual Account a pro rata share of the earnings on the aggregate funds so contributed to the Money Purchase Plan Fund, less the charge to each Individual Account for expenses incurred by the Trust for the maintenance of this Money Purchase Plan as provided in Section 2.05. Contributions received during any Plan Year on account of a Participant who is currently receiving payment of the Individual Account will be paid to the Participant as a lump sum as soon as practicable after the Valuation Date next succeeding the date the Contributions were made.

SECTION 2.02 VOLUNTARY AFTER-TAX CONTRIBUTIONS

- (A) Voluntary nondeductible ("after-tax") contributions by a Participant will be accepted with a minimum contribution of the lesser of \$500 or the amount of Employer Contributions in the preceding twelve (12) months and the maximum contribution will not be in excess of 10% of the Participant's Compensation from Employers contributing to the Plan during the twelve (12) months immediately preceding the month the contribution is made. Voluntary After-Tax Contributions are nonforfeitable. The permissible amount that may be contributed by a Participant from after-tax income is subject to Federal law and regulations and information on the current law is available in the Fund Office.
- (B) The incremental administrative expense attributable to voluntary after-tax accounts may be aggregated and divided by the number of Participants having the accounts. If allocated separately under the previous sentence, the per capita share will be deducted from the earnings on the Voluntary After-Tax Contributions in the particular Participant's Individual Account.
- (C) Anything contained in Sections 2.02(A) or 2.02(B) to the contrary notwithstanding, the amount of any voluntary after-tax contribution shall be subject to the limitations in Article 8, below.

SECTION 2.03 DEDUCTIBLE VOLUNTARY CONTRIBUTIONS MADE PRIOR TO JANUARY 1, 1987

- (A) Deductible Voluntary Contributions by a Participant were accepted prior to January 1, 1987 in accordance with Code Section 408(a), with a minimum contribution of \$500 per Plan Year. The maximum contribution amount was the greater of \$2,000 or the maximum limitation set by federal regulations for Individual Retirement Accounts. Any Deductible Voluntary Contribution amounts in excess of this limitation are treated as a nondeductible voluntary contribution under Section 2.02. Voluntary deductible contributions are nonforfeitable. The Plan did not permit establishment of joint or separate accounts or on

behalf of the Participant's Spouse. The incremental administrative expenses attributable to deductible voluntary contribution accounts may be aggregated and divided by the number of Participants having the accounts. If allocated separately under the previous sentence, the per capita share will be deducted from the earnings on the voluntary deductible contributions in the particular Participant's Individual Account.

- (B) No voluntary deductible contribution will be accepted from any Participant applicable to any taxable year of the Participant ending after December 31, 1986.

SECTION 2.04 ROLLOVERS AND WITHDRAWALS FROM VOLUNTARY ACCOUNTS

Voluntary contributions are subject to complex rules concerning contribution levels, distributions and rollover transfers. Failure to comply with these rules, including premature distribution and failure to meet time requirements for rollover transfers, may result in significant taxes and penalties. Determining the tax consequences to the Participant will be the sole responsibility of the contributing Participants, who are advised to consult with their tax advisors prior to initiating contributions, distributions or rollovers.

SECTION 2.05 VALUATION OF ACCOUNTS

The Trustees will determine and fix the amount in each Individual Account established on or after the Effective Date of the Plan as follows:

- (A) Initial Valuation. For the first Valuation Date after the inception of the Plan, the amount in each Individual Account was determined as follows:
- (1) Ascertain the amount of Contributions actually paid with respect to the work of the Participant to an Individual Account for the first Plan Year.
 - (2) Determine the total Market Value of the plan assets as of the Valuation Date but less the total of all Contributions paid during the year.
 - (3) Determine the total of all expenses paid by the fund during the year.
 - (4) Add (2) and (3).
 - (5) Divide (4) by (1).
 - (6) Divide (3) by the number of individuals on whose behalf Contributions were received during the year. The result is the per Individual Account expense charge.
 - (7) Multiply item (1) by the factor in (5), then subtract (6) and finally add (1). The result is the amount in each Individual Account as of the Valuation Date.
- (B) Subsequent Valuations on or before January 1, 2005. For second and subsequent Valuations for Valuation Dates on or before January 1, 2005, the Board will determine and fix the amount in Individual Accounts, other than accounts that have been terminated prior to the Valuation Date. The amount in each Individual Account will be determined as follows:
- (1) Determine the Market Value of the plan assets as of the last preceding Valuation Date but less the total of all Individual Accounts terminated and any loans made, subsequent to the said preceding Valuation Date.

- (2) Determine the Market Value of the fund as of the new Valuation Date pursuant to paragraph (c) of this section, less the total of all Contributions paid, less Participant loan principal repayment received for nonterminated Individual Accounts since the preceding Valuation Date, and less any charge against income pursuant to Section 2.16(E) for additions to Individual Accounts on account of Qualified Military Service.
- (3) Determine the total of all expenses paid by the Fund since the last Valuation Date, less any expenses specifically allocated to particular nonterminated Individual Accounts.
- (4) Add (2) and (3).
- (5) Divide (4) by (1).
- (6) Divide (3) by the number of Individual Accounts that were in existence on both Valuation Dates. The result is the per Individual Account expense charge.
- (7) Ascertain the amount of Contributions paid, with respect to the work of the Participant to his or her Individual Account between the two Valuation Dates.

Take the amount in the Individual Accounts as of the last preceding Valuation Date (less any outstanding loans and interest and less any additional loans made after said preceding Valuation Date) and multiply this amount by the factor in (5), then subtract (6) and add (7) and any principal payments made in the year. The result is the amount in each Individual Account as of the new Valuation Date.

- (C) Subsequent Valuations for Valuation Dates after January 1, 2005 and prior to June 30, 2010. For Valuations for Valuation Dates after January 1, 2005, the Board will determine and fix the amount in Individual Accounts, other than accounts that have been terminated prior to the Valuation Date. The amount in each Individual Account will be determined as follows:
 - (1) Determine the Market Value of the plan assets as of the last preceding Valuation Date but less the total of all Individual Accounts terminated and any loans made, subsequent to the said preceding Valuation Date.
 - (2) Determine the Market Value of the fund as of the new Valuation Date pursuant to paragraph (c) of this section, less the total of all Contributions paid, less Participant loan principal repayment received for nonterminated Individual Accounts since the preceding Valuation Date, and less any charge against income pursuant to Section 2.16(c) for additions to Individual Accounts on account of Qualified Military Service.
 - (3) Determine the total of all expenses paid by the Fund since the last Valuation Date, less any expenses specifically allocated to particular nonterminated Individual Accounts, and less Investment Management and Corporate Co-Trustee fees.
 - (4) Add (2) and (3).
 - (5) Divide (4) by (1).
 - (6) Divide (3) by the number of Individual Accounts that were in existence on both Valuation Dates. The result is the Individual Account per capita administrative expense charge.

- (7) Ascertain the amount of Contributions paid, with respect to the work of the Participant to his or her Individual Account between the two Valuation Dates.
 - (8) Take the amount in the Individual Accounts as of the last preceding Valuation Date (less any outstanding loans and interest and less any additional loans made after said preceding Valuation Date) and multiply this amount by the factor in (5), then subtract (6) and add (7) and any Participant loan principal payments made in the year.
 - (9) For each Individual Account, divide (8) by (1) and multiply the quotient by the sum of Investment Management and Corporate Co-Trustee fees for the period. The product is the proportional share of Investment Management and Corporate Co-Trustee fees chargeable to the Individual Account. Subtract (9) from (8) for each Individual Account. The result is the amount in each Individual Account as of the new Valuation Date.
- (D) Subsequent Valuations for Valuation Dates on or after June 30, 2010. On a monthly basis (i.e. the "Valuation Period", the Trustees will determine and fix the amount in each Individual Account as follows:
- (1) Determine the Participant's Available Balance, for purposes of allocation of investment income (or loss), in each Investment Option. The Participant's Available Balance is equal to the balance on the Participant's Individual Account statement from the beginning of the current Valuation Period, plus (or minus) any Participant reallocations transferred (amongst the Participant's chosen investment options) during the same period, less any Participant distributions or loan defaults during the same period.
 - (2) Determine New Investment Income (Loss). Net Investment Income is equal to the Co-Trustee statement for each Investment Option less any Co-Trustee and investment manager fees incurred during the Valuation Period.
 - (3) Divide (2) by (1). The result is the percentage investment gain or loss for each Investment Option.
 - (4) Multiply the percentage determined in (3) above by an Individual Participant's balance in each Investment Option as determined in (1) above. The result is the Individual Participant's gain or loss in this Investment Option for the Valuation Period.
 - (5) Determine the total of all Fund expenses during the current Valuation Period, with the exception of any Co-Trustee or investment management fees (see Step 2 above).
 - (6) Divide (5) by the number of Individual Accounts that were in existence at the end of both the current Valuation Period and the one immediately preceding it. The result, is the Individual Account per capita expense charge (which shall be allocated amongst the Participants investment options on a pro rata basis).
 - (7) The Participant's Individual Account Balance as of the last day of the Valuation Period is equal to a) the sum of his or her balance in his or her chosen investment option(s) at the beginning of the Valuation Period plus or minus any investment gain (or loss) as determined in (4) above, b) plus contributions or rollover amounts made to his or her Individual Account during the Valuation Period, c) less the per capita expense charge (from Step 6 above) and any distributions and/or loan defaults which occurred during the same period.

- (E) Standards for Determining the Market Value (for Valuation Dates on or After June 30, 2010). The Market Value of the Fund as of the new Valuation Date will be determined from the Co-Trustee monthly statements. The Market Value of all investments will be determined in accordance with a method consistently followed and uniformly applied. The Market Value of investments held on the end of the Valuation Period will be used for determining the Market Value of the assets.
- (F) Reports of Status of Individual Account (For Valuation Dates on or After June 30, 2010). The Fund will determine and report to each Participant, on at least a quarterly basis, the Participant's Individual Account balance. In the report the Fund will also set forth:
- (1) The amount of any contributions or rollover amounts paid to the Fund on behalf of the Participant during the preceding Quarter, without adjustment;
 - (2) The amount of distributions or loan defaults which took place during the quarter;
 - (3) Net investment earnings (or losses) credited to the Account during the preceding quarter (see Steps 2-4 in subsection (D) above);
 - (4) Expenses charged to the Account during the preceding quarter (See steps 5-6 in subsection D above); and
 - (5) The aggregate amount in the Individual Account as of the most recent Valuation Date.

SECTION 2.06 TERMINATION OF AN INDIVIDUAL ACCOUNT DUE TO A ZERO BALANCE

An Individual Account will be considered terminated in the month in which payment of the Individual Account is exhausted. An Individual Account from which payments have been made since the preceding Valuation Date will continue to participate in investment earnings of the Plan through the quarter prior to the quarter in which the Individual Account balance is reduced to zero, according to rules adopted by the Board of Trustees

SECTION 2.07 TERMINATION OF ACCOUNT UPON PROLONGED DISAPPEARANCE OF PARTICIPANT AND DESIGNATED NAMED BENEFICIARY

- (A) In the event that:
- (1) No Contribution has been made to an Individual Account for a period of sixty consecutive months after the Participant attains Normal Retirement Age;
 - (2) No application for payment of the Individual Account has been made by the end of that period; and
 - (3) The Board has been unable, with due diligence, to locate the Participant for whom the Individual Account was established, or the designated Beneficiary, or if the Participant is known to be deceased and no Beneficiary can be located, the money in the Account will be applied to the expenses of the Plan up to \$2,000 annually. Then the Individual Account is exhausted, it will be terminated. Until termination, the Individual Account will continue to participate in the earnings of the Fund and continue to be obligated to pay its share of expenses of the Fund as provided in Article 2.
- (B) If a Participant, or the designated Beneficiary on proof of the Participant's death, thereafter files an application and is entitled to payment of the Individual Account, termination of the Individual Account

under paragraph (a) above will be rescinded and the benefit will be reinstated as though no termination had occurred.

(C) Notwithstanding any Plan provision to the contrary, in the event that:

- (1) No Contribution has been made to an Individual Account for a period of twenty-four months or more;
- (2) No application for payment of the Individual Account has been made by the end of the period;
- (3) The Account balance is less than \$5,000; and
- (4) The Board has been unable, with due diligence, to locate the Participant for whom the Individual Account was established, or the designated Beneficiary, or if the Participant is known to be deceased and no Beneficiary can be located

the Individual Account will be terminated on the next Valuation Date and the money in the Account will be applied to the expenses of the Plan. Provided that if the Employee thereafter files an application for payment of the Individual Account or returns to Covered Employment, the Individual Account shall be reinstated from current earnings of the Trust. The Account so reinstated shall be the amount of the Individual Account as of the date of termination of the Account, and shall not be adjusted under paragraph (b) above or Section 2.01 for any pro rata share of the aggregate earnings of, or expenses incurred by the Trust while the Account was terminated.

SECTION 2.08 RESTORATION OF INDIVIDUAL ACCOUNTS AFTER LUMP SUM DISTRIBUTION

The value of a Participant's Individual Account distributed as a lump sum may be restored when the Participant returns to employment and repays the full amount distributed in the manner and time period allowed by Federal regulations. The Individual Account will not participate in income or be charged with administrative expenses by the Plan with respect to the period after termination and prior to reinstatement.

SECTION 2.09 VALUATION - REDUCTION OF INDIVIDUAL ACCOUNTS

The Board may, at any time, and in its sole and absolute discretion, uniformly reduce the amount in each Individual Account so that in no event on any Valuation Date will the total amounts in all Individual Accounts exceed the Market Value of the total net assets of the Fund. If such an event should occur, then all existing Individual Accounts will automatically be reduced proportionately so that the total of all Individual Accounts is equal to the total net assets. The adjustment is a mathematical formula for Valuation and not a forfeiture.

SECTION 2.10 FREQUENCY OF VALUATION DATES

The Board may, in its sole and absolute discretion, fix Valuation Dates on a monthly, quarterly, semi-annual or annual basis that may then be used to determine the amount in Individual Accounts since any previous Valuation Date, provided that the procedures and valuation methods are consistent.

SECTION 2.11 ALLOCATION OF EXPENSES

The Board will allocate all expenses, other than those attributable to a particular Individual Account, equally among all Individual Accounts except as follows:

- (A) The Board may charge to any newly established Individual Account for the reasonable cost to set up the Individual Account, and this charge may be made payable solely from the new Individual Account so established.

- (B) Any expenses attributable to an individual voluntary contribution according to Section 2.02(b) or to an individual loan will be chargeable to the Individual Account of the particular Participant.
- (C) Any expense incurred by the Trust attributable to a particular Individual Account, involving legal proceedings between the Participant and any government agency, firm or individual, including but not limited to any domestic relations or child support action, will be charged to the Individual Account (or accounts, in the case of voluntary contributions under Sections 2.02 and 2.03) of the Participant.

SECTION 2.12 FORFEITURES PRIOR TO PARTICIPATION AND NONFORFEITABILITY OF ACCRUED BENEFITS

- (A) **Accrued Benefits Nonforfeitable.** The term "Accrued Benefit" will mean the balance of the Participant's Individual Account. Subject to adjustment as described in Sections 2.05 and 2.09 and failure to satisfy the conditions for participation described in Section 1.25, once an Employee has become a Participant, all Accrued Benefits are nonforfeitable.
- (B) **Effect on Refund of Mistaken Contributions.** The nonforfeitability of a Participant's Accrued Benefit will not preclude the recovery by an Employer of any money paid to the Fund on behalf of a Participant as the result of a mistake in fact or law, provided an application for recovery of money so paid by mistake is made within a period of time permitted by applicable federal law. In the event that the money is so repaid, the Participant's Individual Account will be recalculated after deduction on the amount so refunded to reflect the amount that would have been in the Participant's Individual Account had the money not been paid by mistake. The Trustees shall have discretion to make the recalculation in a manner that places the affected Participant and other Plan Participants as nearly in the position they would have been in had the mistaken contribution not been made, so that undue cost is not incurred by the Plan. In their discretion, the Trustees may make the recalculation immediately or at the time of the succeeding Valuation Date.

SECTION 2.13 RETURN OF EXCESS CONTRIBUTIONS

Any contribution on behalf of a Participant that exceeds the contribution limitations imposed by Federal law will be returned to the Contributing Employer or in the case of voluntary contributions, to the Participant.

SECTION 2.14 NONDISCRIMINATION IN PARTICIPATION

- (A) Notwithstanding any other contrary provision of the Plan, no Contribution will be credited to the account of any Highly Compensated Employee, as that term is defined in Code Section 414(q)(1)(A) or (B), not covered by a Collective Bargaining Agreement ("Nonbargained Highly Compensated Employee") for the 1989 calendar year or subsequent calendar years unless, for the respective calendar year, the Employer of that Highly Compensated Employee contributes to the Plan for a group of Employees not covered by a Collective Bargaining Agreement ("Nonbargained employees" or "Nonbargained Participants") that meets the minimum participation and coverage requirements of Code Sections 401(a)(26) and 410(b).
- (B) The Trustees will, in their sole discretion, establish rules with regard to the retention or refund of Contributions to Employers not complying with the minimum participation and coverage requirements of Code Sections 401(a)(26) and 410(b), which rules may deny refunds as the Trustees deem necessary to ensure continued qualification of the Plan.
- (C) No Nonbargained Employee, whether or not a Highly Compensated Employee, will be permitted to participate in the Plan except in accordance with the terms of a Subscription Agreement executed by the Employer and approved by the Board of Trustees.

SECTION 2.15 TRUST-TO-TRUST TRANSFERS

- (A) Conditions for Transfer. Employees in the Electrical Construction Industry who are represented for the purpose of collective bargaining by one or more local unions affiliated with the International Brotherhood of Electrical Workers (IBEW) and have individual accounts in defined contribution plans maintained by the IBEW Local 595 Pension Trust and one or more other IBEW Union Locals may, in accordance with the provisions of Appendix C, elect to consolidate their accounts into a single account with their Home Fund to avoid their accounts being charged with administrative expenses in more than one pension fund. Only those transfers that will not violate any requirement of ERISA, the implementing regulations, or any rule promulgated by the Commissioner of Internal Revenue or the United States Department of Labor will be permitted. Each of the Cooperating Funds must be qualified as provided in Code Section 401(a). Effective May 17, 2007, the Plan shall also accept roll-in transfers, in the form of a transfer of the entire balance of a Participant's account from a qualified defined benefit pension plan or another qualified defined contribution pension plan (other than a plan otherwise described in this paragraph), provided that such a rollover from another plan constitutes an "eligible rollover distribution" as defined in Code Section 402 (f) (2) (A) of the Code and Section 9.07 (C) of the Plan herein and does not violate any requirement of ERISA or the Code, any regulations promulgated thereunder or any rules promulgated by the United States Department of Labor or Internal Revenue Service.
- (B) Effective August, 2002, subject to the conditions set forth below, the Plan may accept certain transfers to this Plan that will result in elimination of optional forms of distribution for the transferring party. If the Plan receives from another defined contribution plan a direct transfer of the participant's or beneficiary's benefit accrued under the transferor plan, before a transfer can be accepted, and to comply with IRC Section 411(d)(6)(D) and ERISA Section 204(g)(4), the transferring party must provide proof, in a form satisfactory to the Board of Trustees, of the following:
- (1) The terms of this Plan and the transferor plan authorize the transfer;
 - (2) The transfer was made as the result of a voluntary election by the participant or beneficiary whose account was transferred to this Plan;
 - (3) The election in (2), above was made after the participant or beneficiary received a notice describing the consequences of making the election.

This Section 2.15(b) will not apply if at any time the Plan eliminates the right to receive any distribution in the form of a lump sum distribution.

- (C) Discretion of Trustees. The decision to accept a direct transfer from another qualified plan shall be within the sole discretion of the Trustees. The Trustees may establish procedures as are necessary to accomplish the transfer under this section, including requiring the transferring plan to provide documentation of its qualified status prior to the transfer.
- (D) Liabilities Not Transferred. No direct transfer of assets under this section is to be interpreted as a transfer of liabilities. This Plan assumes no responsibility for the obligations of any plan from which a direct transfer may be accepted other than to apply the transferred funds, in accordance with participant information provided by the transferring plan, to the Individual Account established for each person who has fulfilled the eligibility requirements to commence participation in the Plan. Except as provided in Section 11.02 with respect to plan mergers, transfers or consolidations involving the transfer of liabilities along with assets, acceptance of a direct transfer does not obligate this Plan to provide the same benefit

options as the transferring plan. The Trust shall have no responsibility to any Participant for any loss of income on account of the timing of the transfer with respect to any Valuation Date or resulting from the funds being in transit, or the failure of the transferring plan to provide any notice, obtain any consent, or take any other action with respect to the transfer. The Fund Manager will have no obligation under any benefit election or waiver, or beneficiary designation except those executed by the Participant directly with the Trust.

SECTION 2.16 CREDIT FOR QUALIFIED MILITARY SERVICE

- (A) Qualified Military Service. A Participant who is absent from Covered Employment following December 12, 1994 due to Qualified Military Service shall be credited for the period of Qualified Military Service under this Plan if he or she returns to Covered Employment within the period during which he or she retains reemployment rights under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"), Code Section 414(u), and provided that the Employee has met the requirements of paragraphs (1) and (2) below:
- (1) The Employee shall notify the Fund Manager in advance or at the commencement of the leave of absence for Qualified Military Service unless the circumstances make it impossible or unreasonable to provide the notice.
 - (2) In order to receive benefits in accordance with Code Section 414(u), the Employee may be required to provide, at the request of the Fund Manager, proof of the period of absence due to Qualified Military Service and proof of the Employee's compensation during the 12-month period immediately preceding the period of absence (or, if shorter, the period of employment immediately preceding the period of absence) if the rate of the Employee's compensation but for the period of military service is not reasonably certain. If the period of Qualified Military Service was for more than 30 days, the Employee may also be required to provide documentation to demonstrate that the application for reemployment was timely, and that the period of service was completed under honorable circumstances.
- (B) Notice Requirements. The Employer who employs an Employee on return from a leave of absence for service in the military shall notify the Fund Manager within 30 days of the Employee's return to Covered Employment.
- (C) In the case of a death occurring on or after January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code Section 414(u)), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under USERRA immediately prior to the Participant's death.
- (D) Compensation for purposes of this Section shall also include differential wage payments (made by an Employer to an Employee) as defined under Section 3401(h)(2) of the Code for individuals in Qualified Military Service, as defined in Code Section 414(u).
- (E) Credit to Individual Account for Qualified Military Service. Credit under this Plan shall be based on the average number of hours worked in a week by the Participant during the twelve-month period immediately preceding Qualified Military Service. Contributions for Qualified Military Service shall be an expense of the Plan and no additional Employer Contributions shall be required. The amount required

under USERRA as a benefit accrual based on Qualified Military Service shall be drawn from investment income.

SECTION 2.17 POWER OF TRUSTEES TO INVEST OR DELEGATE INVESTMENT OF PLAN ASSETS

The Trustees of the Plan are authorized to invest the Trust assets subject to limitations in the Trust Agreement and limitations imposed by applicable law. The investment functions may be delegated by the Trustees, in whole or in part, to one or more Qualified Investment Managers. The Trustees may contract with one or more Qualified Investment Managers and establish procedures by which Participants may designate one or more investment options created and managed by such Qualified Investment Managers for the investment of the Participants' Individual Accounts as valued on the last preceding Valuation Date. Notwithstanding such elections, the Qualified Investment Managers shall determine the diversification and quality of investments in each investment option in their sole discretion, consistent with the funding policy of the Trustees. Notwithstanding any provision in this Plan to the contrary, no Plan asset may be invested in or allocated to Employer Securities, unless the Employer Securities are held indirectly as part of a broad investment fund that meets the requirements of Treasury Regulation Section 1.401(a)(35)(f)(3)(ii).

ARTICLE 3

BENEFITS AND ELIGIBILITY

SECTION 3.01 CALCULATION OF A PARTICIPANT'S INDIVIDUAL ACCOUNT

- (A) Upon the happening of any event calling for the distribution of any part of the Participant's Individual Account, the value of the Individual Account, subject to the specific provisions of the following sections of this article, will be determined as of the date of the event, as follows:
- (1) Where the event is the Retirement, termination of service or death of the Participant, the value shall be determined as of the Valuation Date preceding the date on which the Participant's or Beneficiary's application for benefits is received by the Fund Manager. Where the event is the Required Commencement Date under Section 4.02, the value shall be determined as of the Valuation Date preceding the Required Commencement Date.
 - (2) To the amount determined under subparagraph (1), add all Contributions received on behalf of the Participant and all principal repayments by the Participant on loans since the last preceding Valuation Date and deduct the amount of any outstanding loan and accrued interest due from the Participant. The resultant total will be the Participant's "Individual Account."
 - (3) Contributions paid after the Participant's Individual Account is determined will be automatically added to the Participant's Individual Account.
- (B) For the purpose of determining the Individual Account pursuant to paragraph (a) of this Section, the happening of the event calling for a payment will be deemed to be the month in which the application for which payment is finally made and received by the Trustees.
- (C) To ensure that a lump-sum distribution to a Participant reflects the actual value of a Participant's Individual Account (including any decline in value following the most recent monthly Valuation), the Plan will withhold a portion of each Individual Account from each distribution (other than a distribution under Section 4.03(B)(3) of the Plan) until completion of the monthly valuation for the month in which the distribution was made. The portion withheld shall be 10% of the Participant's Individual Account as of the most recent monthly Valuation Date. After completion of the monthly valuation for the month on which the distribution is made if there any remaining monies in the Individual Account they shall be paid

to the Participant. Otherwise, if the portion withheld was not sufficient to address any decline in the Individual Account due to investment losses and/or administrative expenses, the Plan will require repayment by the Participant of any negative balance.

SECTION 3.02 PAYMENT OF INDIVIDUAL ACCOUNT UPON RETIREMENT OR TERMINATION OF SERVICE

- (A) Eligibility for Payment of Individual Account Upon Retirement. In the event that a Participant retires, as defined in Section 1.30 and Section 7.05, the amount of the Individual Account will be distributed in accordance with Article 4 of the Plan. To be eligible for a benefit, a Participant must cease employment as provided in Section 7.05, submit an application as provided in Article 7, and establish that:
- (1) The Participant has attained Early Retirement Age or older, or
 - (2) The Participant suffers from a Total and Permanent Disability (see Section 1.33) without regard to age, or
 - (3) The Participant is receiving any Pension under the terms of the IBEW Local 595 Pension Plan, the National Electrical Pension Plan or any other retirement plan maintained by a local of the International Brotherhood of Electrical Workers with Contributing Employers, provided that any distribution under this subparagraph (3) is consistent with the requirements of ERISA.
- (B) Eligibility for Payment of Individual Account Upon Termination of Service.
- (1) In the event that a Participant terminates services, he or she will be eligible to withdraw his or her Individual Account Termination of Service will be established by:
 - (a) The Participant's complete withdrawal from any employment or self-employment in the Electrical Industry in the United States and from any work for any Contributing Employer in any capacity for a period of 9 consecutive months;
 - (b) The lack of any employer contributions made to the Participant's Individual Account for a period of at least 12 consecutive months;
 - (c) The Participant's Individual Account balance is less than \$10,000; and
 - (d) A written statement to the Trust by the Participant that he or she does not intend to return to any employment in the Electrical Construction Industry.
 - (2) To the extent that any distribution of a Participant's Individual Account (pursuant to this Section 3.02) whose Individual Account balance exceeds \$5,000, such distribution shall be made subject to the spousal consent requirements of Article V of the Plan.
 - (3) A Participant who has withdrawn his or her Individual Account pursuant to the above provisions of Section 3.02(B)(1) and who thereafter returns to employment and again becomes a Participant within five years after the withdrawal will not again be entitled to withdraw an Individual Account except upon Retirement, Total and Permanent Disability, or pursuant to the provisions of Section 3.02(B)(4).
 - (4) If a Participant terminates service when the balance of the Participant's Individual Account is \$10,000 or more, and the Participant satisfies the provisions of subparagraphs (1)(a) and (1)(d)

above, he or she will also be entitled to withdraw the Individual Account after the Participant attains age 55 or at any age after commencement of receipt of Total and Permanent Disability Retirement Benefits from this Plan, provided that benefits commence not later than the Required Commencement Date.

- (5) Distributions to Participants prior to the attainment of age 59-1/2 in a form other than a life annuity, Qualified and Survivor Annuity (Joint and Survivor Pension) or a Direct Rollover to an Eligible Retirement Plan under Section 9.07 may be subject to additional taxes and penalties under Code Section 72 as well as additional reporting requirements.
- (C) The Board may enact rules and regulations for the enforcement of this Section involving medical examinations, documentary proof or any other matter as it in its sole discretion may determine.

SECTION 3.03 DESIGNATION OF BENEFICIARY AND DISTRIBUTIONS UPON DEATH IN THE ABSENCE OF A DESIGNATED BENEFICIARY

- (A) Any Employee may designate a Beneficiary or Beneficiaries in a form provided by the Board and delivered to the Board prior to death. Subject to the requirement of spousal consent under this Section and Section 5.04, a Participant may change the designation of Beneficiaries (without the consent of the Beneficiary) in the same manner. Payment of any extended or other benefit due as the result of the death of a Participant not payable to the Participant's Spouse under Sections 3.04 or 4.03 will be made to the Beneficiaries.
- (B) If no Beneficiary has been designated or no Beneficiary has survived the Participant, payment will be made to the deceased Participant's surviving Spouse, or if none, to the deceased Participant's surviving children in equal shares, or if none, to the deceased Participant's executor or administrator. "
- (C) If a Participant is married, no Beneficiary other than the Spouse can be designated to receive any share of the Participant's Individual Account upon his or her death without execution of a Spousal Consent form accompanying the designation in the manner described in Section 5.04. Any designation accompanied by a Spousal Consent form can be revoked by either the Participant or Spouse at any time by written notice to the Trust received by the Fund Manager prior to the Participant's death (see Section 5.04). No designation of a Beneficiary can be effective to defeat any assignment pursuant to a Qualified Domestic Relations Order (see Section 5.06(C)). When a QDRO is issued with respect to a former Spouse, designation of the former Spouse as Beneficiary terminates automatically, unless otherwise provided in the QDRO. Upon termination of the designation, payment will not be made to the former Spouse under the original designation unless the Participant executes a new designation naming the former Spouse as Beneficiary.

SECTION 3.04 PAYMENT OF INDIVIDUAL ACCOUNT TO BENEFICIARY UPON DEATH OF PARTICIPANT

- (A) Married Participants. If a Participant has been married at least one year on the Benefit Starting Date (see Sections 5.02 and 5.06), in the absence of any other Beneficiary designated according to Section 3.03(C), any amount remaining in an Individual Account at the time of death will be paid to the Participant's Spouse if then living. If a Participant dies prior to the Benefit Starting Date and has been married at least one year at the time of death, the Individual Account will be paid:
 - (1) To the Participant's surviving Spouse according to Section 5.03 concerning Preretirement Survivor Annuities; or,

- (2) To the designated Beneficiary if the Preretirement Survivor Annuity is waived by an executed consent as provided in Sections 5.03 and 5.04.
- (B) Unmarried Participants. If a Participant who is unmarried, or who is married less than one year, dies prior to retirement or withdrawal of the Individual Account, the Individual Account will be paid to the designated Beneficiary.
- (C) Form of Payment. Payment to designated Beneficiaries shall be:
- (1) In the manner designated by the Participant in the Beneficiary form, or, if no designation concerning the manner of payment is made,
 - (2) According to the election of the Beneficiary, as a single life annuity, purchased as provided in Section 4.03(b)(1), with monthly payments for a period not to exceed the life expectancy of the designated Beneficiary (Section 9.05), or as a lump sum to be paid to the Beneficiary not later than one year after the Participant's death.
- (D) Commencement and Term of Payment. If distribution in the form of monthly payments is to be made to a Beneficiary other than the Participant's Spouse (see Article 5), payments must commence not later than one year after the Participant's death. If a Participant dies after payment of the Individual Account commences and a portion of the Individual Account remains to be distributed, payment to any Beneficiary other than the Participant's Spouse must commence no later than one year after the Participant's death. The payment period may not exceed the time permitted under Sections 4.04 and 4.05.
- (E) Conflicting Claims. In the event the Participant designates in writing a Beneficiary to receive the balance of the Participant's Individual Account in the event of death, the Trust may withhold payment to the designated Beneficiary for a period of up to ninety (90) days if the lawful Spouse or any other person submits a written claim to the Trust for any portion of the Individual Account. If the parties are unable to resolve the dispute over the Individual Account during the ninety (90) day period and provide the Trust with instructions and joint releases, the Trust may, in the Trustees' sole discretion:
- (1) Extend the period of withholding by filing an interpleader action in the United States District Court for a judicial determination of the controversy; or
 - (2) Commence payment according to the Participant's designation, absent a judicial order restraining the Trust from doing so.

ARTICLE 4

DISTRIBUTION REQUIREMENTS

SECTION 4.01 PAYMENT COMMENCEMENT DATE

- (A) A Participant who makes application in accordance with the rules of this Plan shall be entitled upon Retirement or termination of service as provided in Section 3.02 to receive payment of the Individual Account. Benefit payments will be payable commencing with the first day of the month following the month in which the Participant has fulfilled all the conditions of entitlement to benefits. This first day is the "Benefit Starting Date" of the Participant's pension.
- (B) Unless the Participant elects otherwise in writing, the payment of benefits will begin no later than the 60th day after the later of the close of the calendar year in which:

- (1) The Participant attains Normal Retirement Age, or
 - (2) The Participant terminates Covered Employment and retires, as that term is defined in Section 7.05.
- (C) A Participant may elect in writing filed with the Trustees to receive benefits first payable for a later month, provided that no election may postpone the commencement of benefits to a date not later than the Required Commencement Date.

SECTION 4.02 REQUIRED COMMENCEMENT DATE

- (A) General Rule. The Required Commencement Date of a Participant is the first day of April of the Calendar Year following the Calendar Year in which the Participant attains age 70 1/2. However, the Required Commencement Date of a Participant who attains age 70 1/2 and who is not a five-percent owner and has not yet terminated Covered Employment and retired within the meaning of Section 7.05, is the first day of April of the Calendar Year following the later of:
- (1) The Calendar Year in which the Participant attains age 70 1/2, or
 - (2) If the Participant elects, the Calendar Year in which the Participant retires as that term is defined in Section 7.05. The Trust is entitled to assume that a Participant who has attained age 70 1/2 has terminated Covered Employment and retired within the meaning of Section 7.05, unless the Participant elects in writing to delay commencement of benefit payments until Retirement and provides certification of continued employment.
- (B) A Participant is treated as a five-percent owner for purposes of this section if the Participant is a five-percent owner as defined in Code Section 416(i) (determined in accordance with Section 416 but without regard to whether the Plan is Top-Heavy) at any time during the Calendar Year in which the owner attains age 66 1/2 or in any subsequent Calendar Year.
- (C) Once distributions have begun to a five-percent owner under this section, they must continue to be distributed, even if the Participant ceases to be a five-percent owner in a subsequent year.
- (D) Failure to Apply Prior to Required Commencement Date. In the event that a Participant does not make application in accordance with the rules of the Pension Plan prior to the Required Commencement Date, the Trustees will be entitled to purchase an annuity, as provided in Section 4.03(b)(1), for the Participant with the Participant's Individual Account. If Trust records indicate that the Participant is not married, the annuity purchased will be a single life annuity. If Trust records indicate that the Participant has been married and there is no indication in the records that the Spouse is no longer living, the Trust will purchase an annuity in the form of a Joint and Survivor Pension. In doing so, the Trustees will be entitled to assume that the Participant is a married person, and that the Participant's Spouse is 20 years younger than the Participant for application of the actuarial adjustment.
- (E) Withholding Benefits Absent Current Address. No payment to a Participant, however, will be required if the Trustees are not able to confirm the Participant's current address after sending notice by certified mail within 60 days after the date on which the Participant attains age 70 to the last address shown on the records of the Trust and identical notice addressed to the Participant in care of his or her last Contributing Employer. The notice will advise the Participant that he or she must make application under Article 7 within 60 days after the date on which the notice is mailed or payment of a benefit will be suspended from

the date on which payment is required to commence until proper application is made and approved by action of the Trustees.

SECTION 4.03 FORM OF DISTRIBUTION OF INDIVIDUAL ACCOUNTS

- (A) Standard Form of Payment to Unmarried Participant. Except as provided in Section 4.02(E), any payment of the Individual Account of an unmarried Participant who is eligible for an Early or Normal Retirement will be in the form of a single life annuity, purchased as provided in Section 4.03(B)(1), unless the Participant elects payment in another optional form during an election period. The election period commences with a filing of an application and ends on the date any payment is made.
- (B) Payment Options. Except as provided in Article 5 with respect to Joint and Survivor Pensions, a Participant who becomes entitled to receive the Individual Account may request the Trustees to pay the Individual Account in one of the following forms:
- (1) A non-transferable annuity contract purchased from a licensed insurance company providing annuity payments payable at least annually in substantially equal installments. Payment will be over a period of time not longer than the life of the Participant, or over the lives of the Participant and a designated Beneficiary. The actuarial factors used for determination of benefits will be specified in the annuity contract.
 - (2) A lump sum payment.
 - (3) Subject to the distribution requirements of Article 9,
 - (a) In substantially equal monthly payments for 60 months, 120 months, or 180 months as the Participant may elect; or
 - (b) In equal monthly payments of an amount that is a multiple of \$100.
 - (4) Subject to the distribution requirements of Article 9, any combination of payment options in above paragraphs (2) and (3) permitted by Federal law.
 - (5) A Direct Rollover to an Eligible Retirement Plan under Section 9.07.

Distribution in lump sum or equal monthly payments for less than 120 months, or a combination of lump sum and installment payments, may subject the Participant to special withholding requirements (see Section 9.07) unless the Participant elects to have the distribution paid directly from this Plan to an Eligible Retirement Plan in a Direct Rollover under Code Section 401(a)(31).

- (C) Payment to Married Participants. Notwithstanding the previous paragraph (b), if a Participant has been for at least one year on the Benefit Starting Date or the Participant's death, whichever occurs earlier, the Participant will receive the Individual Account in the form of a Joint and Survivor Pension as provided in Article 5 unless the Participant and Spouse have filed with the Fund Manager a timely written election pursuant to Section 5.04.
- (D) Modification of Distribution Election. A Pensioner who commences receiving the Individual Account under subparagraph (3)(a) or (3)(b) of Section 4.03(B) may subsequently elect a new monthly payment amount and/or a combination under subparagraph (4) of Section 4.03(B) by a written request to Fund Manager not more frequently than once in any 12-consecutive month period. This election is subject to the requirements of Section 5.04 for spousal consent.

SECTION 4.04 DISTRIBUTION BEGINNING PRIOR TO DEATH

If the Participant dies after distribution of his or her interest has begun, the remaining portion of the interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

SECTION 4.05 DISTRIBUTION BEGINNING AFTER DEATH

If the Participant dies prior to distribution of his or her interest begins, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death, except to the extent that an election is made to receive distributions in accordance with (A) or (B) below:

- (A) Payments to Spouse. If the Participant's surviving Spouse is entitled to receive payment of a Preretirement Survivor Pension pursuant to Section 5.03, payment of the Individual Account will be made in the form of a life annuity, purchased as provided in Section 4.03(b)(1), to commence with the month succeeding the month in which the Participant dies, provided a completed application for benefits has been submitted by the Spouse to the Fund Office as required by Article 7. The surviving Spouse may elect to have the annuity commence on any later date, but not later than the later of (1) December 31 of the calendar year immediately following the calendar year in which the Participant died, and (2) December 31 of the calendar year in which the Participant would have attained age 70-1/2. The surviving Spouse may also elect any other option that could have been selected by the Participant under Section 4.03(b) unless the Participant, with the consent of the Spouse, evidenced by the Spousal Consent Form, designates a specific Plan option for payment to the surviving Spouse. If the surviving Spouse elects an option other than a single life annuity, distributions are required to begin no later than the later of (1) December 31 of the calendar year immediately following the calendar year in which the Participant died, and (2) December 31 of the calendar year in which the Participant would have attained age 70-1/2.
- (B) Payments to Designated Beneficiary. If any portion of the Participant's interest is payable to a designated Beneficiary, distributions to the Beneficiary may be made:
- (1) In the form of a life annuity (as provided in Section 4.03(b)(1)) or in monthly payments over a period certain not greater than the life expectancy of the designated Beneficiary (Section 9.05), commencing on or prior to December 31 of the calendar year immediately following the calendar year in which the Participant died; or
 - (2) In the form of a lump sum payable not later than one year after the death of the Participant.

If the designated Beneficiary is the Participant's surviving Spouse, the date distributions are required to begin in accordance with this subsection (b) will be the later of (1) December 31 of the calendar year immediately following the calendar year in which the Participant died, and (2) December 31 of the calendar year in which the Participant would have attained age 70-1/2.

- (3) Payments to Other Beneficiaries. If the Individual Account is payable to a Beneficiary other than the Spouse of the Participant or a Beneficiary designated by the Participant, distribution of the Individual Account shall be made in a lump sum.
- (4) Attainment of Majority. For purposes of subsection (B)(2) of this section, any amount paid to a child of the Participant will be treated as if it has been paid to the surviving Spouse if the amount becomes payable to the surviving Spouse when the child reaches the age of majority.

SECTION 4.06 DETERMINATION OF MINIMUM AMOUNT TO BE DISTRIBUTED EACH YEAR.

If the Participant's interest is to be distributed in other than a single sum, the minimum distribution rules of Article 9 will apply.

SECTION 4.07 LUMP SUM PAYMENTS

If the entire Individual Account of a Participant at the time of Retirement, termination of the Individual Account, or death amounts to less than \$5,000, the Individual Account will be paid only on a lump sum basis.

SECTION 4.08 PARTIAL DISTRIBUTIONS

- (A) Upon establishing eligibility (pursuant to Section 3.02 of the Plan) for a distribution from the Money Purchase Plan, a Participant whose account balance is at least \$10,000.00 may elect to receive benefits in the form of partial distribution payment(s) (of no more than six [6] per year) in payment amount(s) which is the greater of \$10,000.00 or the minimum required distribution (determined on a Plan Year basis as set forth in subsection D below). Such benefit election shall be in lieu of the Participant's receipt of his or her full individual account balance (in lump-sum form), a Life Annuity or a Joint and Survivor Annuity, as more fully described in the distribution provisions in prior Sections 4.03 – 4.07 and Article V of the Plan. Payments of partial distribution benefits to the Participant shall commence on the first day of the month after the month in which the Participant's application is completed and approved by the Fund office.
- (B) If a Participant elects to take more than one partial distribution in the same Plan Year the minimum amount of all partial distributions subsequent to the initial partial distribution for that Plan Year shall be \$10,000.00.
- (C) For purposes of administering this Section 4.08, the Participant's individual account shall be valued in accordance with the last valuation performed on the individual account immediately prior to the date on which the Participant's application for a monthly benefit is received by the Fund office.
- (D) The Plan Year sum of any partial distribution benefit amounts shall be equal to or greater than the quotient obtained by dividing the Participant's account balance by the Participant's applicable life expectancy. The amount to be distributed shall not be less than the quotient obtained by dividing the participant's benefit by the lesser of (1) the applicable life expectancy or (2) if the participant's spouse is not the designated beneficiary, the applicable divisor determined from the table set forth in Q&A-4 of Section 1.401(a)(9) - 2 of the IRS regulations. The minimum required distribution shall be calculated pursuant to Code Section 401(a)(9) and/or 26 C.F.R. § 1.401(a)(9)-1 and 26 C.F.R. § 1.401 (a)(9)-2. No Participant shall be permitted to elect a partial distribution benefit amount that violates Code Section 401(a)(9) and/or 26 C.F.R. §1.401(a)(9)-1 and 26 C.F.R. § 1.401 (a)(9)-2.
- (E) All partial distribution benefits made pursuant to this Section 4.08 shall be subject to the spousal consent provisions appearing in Article V of the Plan.
- (F) Except as provided for above, nothing in this Section 4.08 shall be deemed to prohibit or prevent a Participant from electing, at any time, a benefit and/or benefit form that the Participant is otherwise eligible for under the Plan.
- (G) Upon payment of any partial distribution benefit to a Participant by the Plan which results in a remaining individual account balance of less than \$5,000.00 at the end of the Plan year following such partial

distribution, the remaining balance shall automatically be paid to the Participant on the first day of the Plan year following such partial distribution.

ARTICLE 5

JOINT AND SURVIVOR PENSION

SECTION 5.01 JOINT AND SURVIVOR PENSION REQUIREMENTS

The provisions of this article will apply to any Participant who is credited with at least one Hour of Service with an Employer on or after August 23, 1984, and any other Participant to whom notice is required by Section 5.05.

SECTION 5.02 JOINT AND SURVIVOR PENSION

- (A) Unless an optional form of benefit is selected pursuant to Section 5.04 within the 90-day, period ending on the Benefit Starting Date, a Participant who has been married for at least one year as of the Benefit Starting Date or the Participant's death, whichever occurs earlier, will have the Individual Account paid in the form of a Joint and Survivor Pension. A Joint and Survivor Pension, also referred to in this Plan as a Qualified Joint and Survivor Annuity, is an annuity for the life of the Participant, with a survivor annuity for the life of the Spouse that is either 50% or 100% of the amount of the monthly amount of the annuity that would be payable during the joint lives of the Participant and the Spouse and that is the Actuarial Equivalent of the Individual Account. The percentage of the survivor annuity will be 50% unless the higher amount is elected by the Participant with the consent of the Spouse. For the purpose of this Plan, the terms Joint and Survivor Pension and Qualified Joint and Survivor Annuity are used interchangeably and have the same meaning.
- (B) In lieu of the Joint and Survivor Pension described in section 5.02(a) above, a Participant may elect to have his or her Individual Account paid in the form of a Qualified Optional Survivor Annuity which is an annuity for the life of the Participant, with a survivor annuity for the life of the Spouse that is either 75% or 100% of the monthly amount of the annuity that would be payable during the joint lives of the Participant and the Spouse and that is the Actuarial Equivalent of the Individual Account. Such an election must be made in a manner consistent with Section 5.05 of the Plan and with the consent of a Participant's Spouse.

SECTION 5.03 PRERETIREMENT SURVIVOR PENSION

- (A) When a Participant dies prior to retirement or withdrawal of the Participants Individual Account, the surviving Spouse will be eligible to receive distribution of the Participant's Individual Account.
- (B) A married Participant may reject the Preretirement Survivor Pension option (or revoke a previous rejection) at any time between the period beginning on the first day of the calendar year in which the Participant attains age 35 and ending on the date of the Participant's death. If a Participant has separated from Covered Employment prior to attaining age 35, rejection or revocation may be made by that Participant, with respect to benefits accrued prior to the date of separation only, beginning on the date of separation. The Spouse of a married Participant must consent to the election (or revocation) in writing as provided in Section 5.04. An election to reject will become irrevocable on the death of the Participant.

SECTION 5.04 BENEFIT ELECTIONS

- (A) Election Period. The period in which an election may be made to reject (or revoke a rejection) of a Preretirement Survivor Pension begins on the first day of the calendar year in which the Participant attains

age 35 and ends on the date of the Participant's death. If a Participant separates from service prior to the first day of the calendar year in which age 35 is attained, with respect to benefits accrued prior to separation, the election period shall begin on the date of separation.

- (B) Rejection of Option. A Participant and Spouse may reject the Joint and Survivor Pension or revoke a previous rejection at any time prior to the Benefit Starting Date. A Participant and Spouse will in any event have the right to exercise this choice during a 90-day election period prior to the Benefit Starting Date.
- (C) Pre-age 35 Waiver. A Participant who has not yet attained age 35 as of the end of any current calendar year may make a special qualified election to waive the Preretirement Survivor Pension only for the period beginning on the date of the election and ending on the first day of the calendar year in which the Participant will attain age 35. The election shall not be valid unless the Participant receives a written explanation of the Preretirement Survivor Pension in terms comparable to the explanation required under Section 5.05. Preretirement Survivor Pension coverage will be automatically reinstated as of the date on which the Participant attains age 35. Any new waiver on or after the Participant attains age 35 shall be subject to the full requirements of this article.
- (D) Requirements for Election. A Waiver of a Joint and Survivor Pension or a Preretirement Survivor Pension shall not be effective unless:
 - (1) The Participant's Spouse consents in writing to the election;
 - (2) The election designates a specific alternate beneficiary, or any class of beneficiaries or any contingent beneficiaries to receive the Individual Account, which may not be changed without spousal consent (or the Spouse expressly permits a change of designations by the Participant without any further spousal consent);
 - (3) The Spouse's consent acknowledges the effect of the election; and
 - (4) The Spouse's consent is witnessed by a Plan representative or a Notary Public.

If it is established to the satisfaction of the Fund Manager that written consent may not be obtained because there is no Spouse or the Spouse cannot be located, Spousal consent will not be necessary and any election made without consent will be deemed qualified. Further, if the Participant presents a court order specifying that the Participant is legally separated or that the Participant has been legally abandoned by Participant's Spouse, the Spouse's consent will not be required unless a Qualified Domestic Relations Order provides otherwise.

- (E) Spousal Consent. Any consent by a Spouse obtained under this Section (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to the consenting Spouse. A consent that permits designations by the Participant without any requirement of further consent by the consenting Spouse must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of these rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time prior to the commencement of benefits. The number of revocations is not limited. No consent obtained under this Section shall be valid unless the Participant has received notice as provided in this section.

SECTION 5.05 NOTICE REQUIREMENTS

- (A) In the case of a Joint and Survivor Pension, the Fund Manager shall provide each Participant no less than 30 days and no more than 180 days prior to the Benefit Starting Date a written explanation of:
- (1) The terms and conditions of a Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity;
 - (2) The Participant's right to make and the effect of an election to waive the Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity form of benefit;
 - (3) The effect of a Participant's election to waive the Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity form of benefit;
 - (4) The rights of a Participant's Spouse;
 - (5) The right to make, and the effect of, a revocation of a previous election to waive the Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity; and
 - (6) At any time that the Plan provides a subsidized benefit form, the relative values of the various optional forms of benefit under the Plan (which benefit values are subject to adjustment due to fluctuating asset values).

A Participant may waive, with his or her Spouse's consent, the 30-day period and commence receiving benefits after seven (7) days following receipt of the written explanation.

- (B) In the case of a Preretirement Survivor Pension, the Fund Manager shall provide each Participant within the applicable period for the Participant a written explanation of the Preretirement Survivor Pension in terms and in such a manner as would be comparable to the explanation provided for meeting the requirements of paragraph (a) of this section.
- (C) The applicable period for notice to a Participant is whichever of the following periods ends last:
- (1) The period beginning with the first day of the calendar year in which the Participant attains age 32 and ending with the close of the calendar year preceding the calendar year in which the Participant attains age 35;
 - (2) A reasonable period ending after the individual becomes a Participant; and
 - (3) A reasonable period ending after this article first applies to the Participant.

Notice will be provided in any event within a reasonable period ending after separation from Covered Employment in case of a Participant who separates from Covered Employment prior to attaining age 35. A reasonable period ending the enumerated events described in subparagraphs (2) and (3) above is the end of the two year period beginning one year prior to the date on which the applicable event occurs and ending one year after that date. In the case of a Participant who separates from Covered Employment prior to the calendar year in which age 35 is attained, notice shall be provided within the two year period beginning one year prior to separation and ending one year after separation. If a Participant thereafter returns to employment with the Employer, the applicable period for the Participant shall be redetermined. Annual or biennial notices in general mailings to all Participants will satisfy this requirement. For purposes of this section, a Participant will be deemed to be separated from Covered Employment at the end of any three consecutive calendar year period in which he or she does not work at least 500 Contributory Hours in at least one of three calendar years.

SECTION 5.06 ADDITIONAL CONDITIONS

- (A) A Joint and Survivor Pension (or Preretirement Survivor Pension) will not be effective if the Participant and Spouse were not legally married to each other throughout the one year period ending on the earliest of
- 1) The Participant's death, or
 - 2) The Participant's Benefit Starting Date.

If the Participant marries within one year prior to the Benefit Starting Date, and, on the date of the Participant's death, he or she has been married to that Spouse for the one-year period preceding his or her death, the Participant and Spouse will be treated as having been married throughout the one-year period ending on or prior to the Participant's Benefit Sharing Date. The Participant must notify the Plan in writing when he or she has been married for one year and provide evidence as the Trustees may require so that the Plan (unless not permitted by an annuity contract previously purchased) may adjust the Participant's benefit for payment as a Qualified Joint and Survivor Annuity. The Trust will have the right to adjust the Participant's benefit or the surviving Spouse's benefit for any excess amounts paid prior to notice.

- (B) The Trustees will be entitled to rely on the written representation last filed by the Participant prior to pension payments commenced as to whether the Participant is married. This reliance shall include the right to deny benefits to a person claiming to be the Spouse of a Participant in contradiction to the representation of the Participant until proof of legal marriage is established.
- (C) A former Spouse will be treated as the Spouse or surviving Spouse and a current Spouse will not be treated as the Spouse or surviving Spouse to the extent required by a Qualified Domestic Relations Order under Code Section 414(p).

SECTION 5.07 CONTINUATION OF THE JOINT AND SURVIVOR PENSION

The monthly amount of the Joint and Survivor Pension, once it has become payable, will not be increased if the Spouse is subsequently divorced from the Pensioner or if the Spouse predeceases the Pensioner.

SECTION 5.08 SPOUSAL CONSENT REQUIRED FOR WITHDRAWAL OF VOLUNTARY CONTRIBUTIONS

A spousal consent is required for any withdrawal of Voluntary After-Tax Contributions or Deductible Voluntary Contributions.

ARTICLE 6

PARTICIPANT LOANS

SECTION 6.01 LOANS TO PARTICIPANT

- (A) Subject to the approval of the Trustees, the Fund Manager will establish and administer a Participant Loan Program complying with Federal law and regulations applicable to loan provisions in a Defined Contribution Plan.

- (B) Specific additional rules applicable to the Participant Loan Program will be distributed in a supplementary notice to the Participant supplied at the same time of loan approval. These additional rules will be considered a part of the Plan.

SECTION 6.02 ELIGIBILITY

The Participant Loan Program:

- (A) Will be available to all Participants for whom an Individual Account has been established and not withdrawn or terminated.
- (B) Will not be made available to highly compensated employees or officers in an amount greater than the amount made available to other Participants with comparable Individual Account balances.
- (C) Will provide that any loan requires payment of a reasonable rate of interest. A loan will be considered to bear a reasonable rate of interest if the interest rate produces a return comparable to the interest rate charged by banks in the business of lending money in the local area for loans of a similar type and in similar circumstances in effect within a reasonable period (not more than two months) prior to the effective date of the loan, renewal of the loan, or extension of a loan period. Unless otherwise determined by action of the Board of Trustees, the loan rate will be based upon the prevailing "prime rate" published in Reuters or Wall Street Journal on the first Friday of the month prior to the month in which the loan is payable, plus 1 percent (100 basis points).
- (D) Will provide that any loan:
- 1) Must be adequately secured by the balance in the Participant's Individual Account and such Individual Account may be sold, foreclosed upon or otherwise disposed of upon default or repayment of the loan; and;
 - (2) The value and liquidity of the security is such that it may reasonably be anticipated that loss of principal or interest will not result from the loan.
- (E) Will be administered in accordance with this Article 6, any Plan rules or procedures adopted by the Trustees and applicable law.

SECTION 6.03 MINIMUM BALANCE

Loans will only be available to Participants who have a minimum Individual Account balance of at least \$5,000.

SECTION 6.04 ADDITIONAL CONDITIONS

The Fund Manager will not approve any loan if:

- (A) There is a reasonable possibility the loan will not be repaid;
- (B) The purpose of the loan is to transfer proceeds to a party in interest under circumstances that would render the loan a prohibited transaction; or
- (C) Such loan would violate provisions of the Internal Revenue Code and/or regulations promulgated thereunder.

SECTION 6.05 CREDITING OF INTEREST ON ACCOUNT

The Plan will not credit to the Individual Account of the borrower any interest received as a result of any loan. Any interest attributable to loans, or extension or renewal of loans, will become part of the assets of the Plan together with any additional expense recovered by the Plan attributable to collection efforts or charges attributable to the necessity of notifying government agencies that a taxable distribution has occurred as a result of any default. Recovered amounts will be included in the Valuation of the Plan Assets applicable to the period in which any interest or other charges and expenses are received by the Plan.

SECTION 6.06 APPLICATIONS

- (A) Loan Applications submitted with all necessary supporting documentation by the 10th calendar day of any month generally will be payable on the first business day of the following month. Only one loan will be permitted to be outstanding at one time.
- (B) Upon making an application for a loan, the Employee shall represent to the Trust that any payment made by the Board of Trustees pursuant to this Article 6 constitutes a bona fide loan and not a distribution of money from the Individual Account.

SECTION 6.07 LOAN PAYMENT SCHEDULE AND TERM

Repayment of any loan with interest will be on a regular basis not less frequently than monthly. The total period for repayment of the loan will be determined by the Fund Manager according to rules established by the Board of Trustees. The minimum loan period will be one (1) year and the maximum loan period will be five (5) years, except that any loan that is for the purpose (at the time the loan is made) of the purchase of a dwelling unit which within a reasonable time is to be used as the primary residence of the Participant may provide for a maximum loan period of ten (10) years. The minimum loan term may be modified by resolution of the Board of Trustees to be applied in a uniform and nondiscriminatory basis.

SECTION 6.08 PRIOR JUDGMENTS

No loan will be granted to any Participant against whom a court judgment has been rendered for failure to pay court ordered alimony or child support within the preceding five (5) years. A loan will not be granted in an amount or under circumstances that will impair the ability of the Plan to meet the requirements of a Qualified Domestic Relations Order, judicial restraining order or injunction, or order of attachment or execution.

SECTION 6.09 DEFAULT (DEEMED DISTRIBUTION)

A loan will be in default if any required payment on the loan is not received by the last day of the calendar quarter following the calendar quarter in which the required installment payment was due. The Fund Manager will immediately foreclose on any security to recover the principal, interest and any charges attributable to the breach of the terms of the loan and the Participant's Individual Account shall be reduced by such amounts. In the event any Participant defaults on any loan and it is necessary for the Fund Office to notify the Internal Revenue Service of a distribution, the Participant will not again be eligible for a loan under the provisions of this Plan until:

- (A) The expiration of ten (10) years from the date of default on a prior loan; and
- (B) The Participant repays to the Plan any amount treated as a distribution under Code Section 72(p) as a result of the prior default, plus interest at the original loan rate on that amount from the date on which that amount is deemed to have been distributed.

SECTION 6.10 MINIMUM AND MAXIMUM LOAN AMOUNT

- (A) The minimum loan that may be granted will be \$2,500, provided that this requirement may be modified by resolution of the Board of Trustees to be applied in a uniform and nondiscriminatory basis.
- (B) No loan will be made in excess of fifty percent (50%) of Participant's Individual Account balance.
- (C) No loan will be made in excess of the lesser of:
 - (1) \$50,000 (reduced by the excess (if any) of the highest outstanding balance of loans to the Participant during the one-year period ending on the day prior to the loan is made), or
 - (2) The greater of fifty percent (50%) of Participant's Individual Account balance or \$10,000.

For purpose of the above limitation, the rules of subsections (b), (c) and (m) of Code Section 414 shall apply.

- (D) Multiple concurrent loans to any Participant are not permitted.

SECTION 6.11 ADDITIONAL SECURITY

The Fund Manager has the authority to demand security in addition to a Participant's Individual Account balance.

SECTION 6.12 CONSENT TO LOANS

- (A) A Participant must obtain the consent of his or her Spouse, if any, to use, or to permit a Beneficiary to use, the account balance as security for the loan. Spousal consent must be in writing, acknowledge the effect of the loan, be witnessed by a Plan representative or acknowledged before a Notary Public and be obtained during the period beginning on the 90th day prior to the date on which the loan is to be secured by the account balance. A consent may be withdrawn at any time up to the 30th day before the securing of the loan by the account balance. If not so withdrawn, the consent will thereafter be binding upon the consenting Spouse or any subsequent Spouse with respect to the loan and the security therefore. A new consent will be required if the loan for which the account balance has been given as security is renegotiated, extended, renewed or otherwise revised.
- (B) When a distribution is to be made while the Participant's Individual Account secures the unpaid balance of a loan, including unpaid interest, the balance of the Individual Account first will be reduced to the extent of the security interest. The loan will be treated as repaid to the extent of the reduction. No benefit will be payable until the account balance is adjusted as provided in this paragraph.
- (C) A loan to a Beneficiary will also require the written consent of the Participant.

SECTION 6.13 BOARD OF TRUSTEES AS SOLE JUDGE OF STANDARDS

Except as delegated to the Fund Manager, the Board of Trustees shall be the sole and absolute judge of whether or not the conditions of this Article 6 are met.

SECTION 6.14 LOANS SECURED BY INDIVIDUAL ACCOUNTS

- (A) For loans issued prior to May 1, 2000, if an Individual Account is used as security for a loan, the loan shall be due and payable if the Participant dies, retires or otherwise terminates an interest in the Plan as

provided in Sections 2.15 or 3.02, or if a distribution commences because the Participant has reached the Required Commencement Date. Notwithstanding any provisions to the contrary, no distribution under Article 4 prior to the Required Commencement Date shall be made while any loan secured by the Participant's Individual Account under this Article 6 is unpaid. Provided, that on or after January 1, 2000, where a Participant using an Individual Account as security for a loan executes an amendment to the loan agreement by which the Participant agrees to reduce the loan balance, subject to a call for funds by the Fund Manager, to maintain an account-balance-to-loan ratio of 1.2, the loan shall not become due and payable upon the occurrence of the conditions described above. However, the loan will become due and payable immediately if, thirty (30) days following written notice to the Participant's last known address in the records of the Plan, the Participant fails to make payment to the Plan of the full amount required by the call for funds. The Participant may not supply the funds by taking a further distribution from the Individual Account. No distribution shall be made while the account-to-loan-balance ratio is below 1.2.

(B) For loans issued on or after May 1, 2000, when an Individual Account is used as security for a loan, and

- (1) The Participant retires as provided in Section 3.02(A); or
- (2) A distribution commences because the Participant has reached the Required Commencement Date,

the Participant shall be required, as a condition to the continued distribution of funds, to maintain an account-balance-to-loan ratio of 1.2. If at any time the account-balance-to-loan ratio falls below 1.2, the Fund Manager shall make a written call for funds to the Participant to reduce the loan balance. If, thirty (30) days following written notice to the Participant's last known address in the records of the Plan, the Participant has not provided the required funds to reduce the loan balance, the loan will become immediately due and payable. The Participant may not supply the funds by taking a further distribution from the Individual Account. No distribution shall be made while the account-balance-to-loan ratio is below 1.2.

- (C) For the purpose of paragraphs (A) and (B), the account-balance-to-loan ratio shall be the value of the Individual Account divided by the loan balance, including interest accrued to date. The value of the Individual Account shall be the value as determined under Section 2.05 as of the most recent Valuation Date, less the amount of any distributions made since the Valuation Date.
- (D) Upon a transfer of account balances to another plan under Section 2.15, a request for termination of an Individual Account under Section 3.02(B), or the death of a Participant, and prior to the transfer of funds or distribution of benefits to the terminating Participant or the Spouse or Beneficiary of the deceased Participant, the loan shall be due and payable.

ARTICLE 7

BENEFIT APPLICATIONS AND APPEALS

SECTION 7.01 APPLICATIONS

- (A) A benefit must be applied for in writing in a form and manner prescribed by the Trustees and filed with the Fund Office in advance of the Benefit Starting Date. Except as provided in Section 7.04 and satisfaction of all eligibility requirements, a benefit will first be payable for the first month after the month in which the application is accepted as complete.

- (B) Benefits will be suspended without action of the Trustees, special notice (except as provided in this section) or right of review (except as provided in Section 7.03) as to any Participant who attains Normal Retirement Age until the Participant makes the application required by this Section, supplies the information and proof required by Section 7.02, and the application is approved by the Trustees. The Fund Office will inform every Participant not receiving a benefit upon the Participant's attaining Normal Retirement Age of the suspension of benefits pending compliance with the requirements of this section. Notice may be given in a general mailing to all Participants by first class mail during the first calendar month of each calendar year, but in any calendar year in which such a mailing is not made, each Participant not receiving a benefit will be given special notice by personal delivery or first class mail during the first calendar month following the Participant's attainment of Normal Retirement Age.

SECTION 7.02 INFORMATION AND PROOF

Every Participant or Pensioner will furnish, at the request of the Trustees, any information or proof reasonably required to determine benefit rights. If any person makes a false statement material to an application or furnishes fraudulent information or proof material to a claim, or if any Participant or Pensioner fails to provide the notifications required, the Trustees will have the right to deny, suspend, or discontinue that portion of any benefit paid or payable based upon incorrect information, whether or not the person, in providing that information, acted in a manner that was willful or fraudulent. The Trustees will have the right to recover any benefit payments made (1) in reliance on any false or fraudulent statement, information or proof submitted by a Participant or Pensioner or (2) prior to the receipt of any required notifications, together with expenses and attorneys' fees incurred in effecting recovery.

SECTION 7.03 POWER OF TRUSTEES TO INTERPRET PLAN

- (A) The Board of Trustees has the power to interpret the provisions of this Plan and to determine all questions arising under the Plan. The Trustees will, subject to the requirements of the law, be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan, and decisions of the Trustees will be final and binding on all parties. The Board's decision shall be subject to judicial review only for abuse of discretion.
- (B) Wherever in the Plan the Trustees are given discretionary powers, the Trustees will exercise those powers in a uniform and nondiscriminatory manner.

SECTION 7.04 APPEALS PROCEDURE

- (A) Any Participant or Beneficiary whose application for benefits under the Plan has been denied in whole or in part or whose claim to benefits or against the Trust fund is otherwise denied will be notified in writing of the adverse determination. If a Participant and/or his or her beneficiaries apply for benefits and receive notice that the Plan Manager has denied his or her claim, in whole or in part, the Participant and/or his or her beneficiaries may petition to the Board of Trustees to review the action taken by the Plan Manager on his or her benefit application. The appeal petition must be in writing and should state clearly the reasons why the Participant's or Beneficiary's Claim should not be denied and should be accompanied by any pertinent documentary materials not already furnished to the Plan Manager and/or Trust Fund. The Participant and/or his or her beneficiary (ies) ("Claimant") may request a hearing on the appeal petition to receive and hear any evidence or argument that cannot be presented satisfactorily by correspondence, though a hearing will be granted only in unusual circumstances.
- (B) The appeal petition, which is normally submitted in the form of a letter, must be received by the Plan Manager within 60 days after the date shown on the notice denying you benefits or informing you of the amount of the pension awarded to you.

- (C) Upon good cause shown, the Trustees may permit the appeal petition to be amended or supplemented and will grant a hearing on the petition to receive and hear any evidence or argument that cannot be presented satisfactorily by correspondence. If the appeal petition is not filed within the required 60-day period, the right to a review of the denial is waived. Such a waiver will not, however, prevent the Claimant from establishing eligibility for benefits at a later date based on additional information and evidence which was not available to the Claimant at the time of the denial or hearing. The Board of Trustees may relieve an applicant or Claimant of any waiver for good cause if application for relief is made within one year after the date shown on the notice of denial. The appeal petition should be addressed to the Board of Trustees as follows:

Board of Trustees
IBEW Local 595 Money Purchase Plan
BeneSys Administrators
7180 Koll Center Parkway, Suite 200
Pleasanton, CA 94566

(D) The Plan shall

- (1) provide Claimant and/or his or her authorized representative the opportunity to submit written comments, documents, records, and other information relating to the claim for benefits;
 - (2) provide that Claimant and/or his or her authorized representative shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his or her claim for benefits; and
 - (3) provide for a review that takes into account all comments, documents, records, and other information submitted by Claimant and/or his or her authorized representative relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (E) Prior to a determination on the appeal petition, the Claimant and/or his or her authorized representative may have an opportunity to review necessary and pertinent documents upon which the denial in whole or in part is based and may submit written issues and comments pertinent to the appeal.
- (F) The Board of Trustees shall consider the Claimant's appeal of an adverse determination upon his or her benefit claim no later than its regular quarterly meeting, which immediately follows the receipt of the appeal petition, unless such notice was filed within thirty (30) days preceding the date of such meeting. If the appeal petition was received within thirty (30) days prior to the next regular quarterly meeting, the Board of Trustees may consider the appeal at the second regular quarterly meeting following the receipt of the appeal petition.
- (G) If special circumstances exist regarding a benefit claim, the Board of Trustees may take an extension of time, to the next regularly scheduled meeting, to review the claim, provided that the Claimant and/or his or her authorized representative are given a notice describing the special circumstances prior to the expiration of the original review period. However, in no case shall a determination on an appeal be made any later than the third regular meeting of the Board of Trustees following the Plan's receipt of the appeal petition.
- (H) After consideration of the appeal petition as set forth above, the Board of Trustees shall advise the Claimant and/or his or her authorized representative of its decision in writing within five (5) days following the meeting at which the appeal was considered. The decision of the Board of Trustees shall

set forth specific reasons for their conclusions and shall be written in a manner designed to be understood by you and shall, to the extent applicable, make references to the pertinent Plan provision(s) upon which the decision is based. The Board of Trustees shall have the discretionary authority to determine the eligibility for benefits of all Participants and/or to construe the terms of the Plan. A decision of the Board of Trustees with respect to the appeal petition for review shall be final and binding upon all parties, including the Claimant and any person claiming under the applicant or petitioner. The provisions of this section shall apply to and include any and every claim to benefits from the Plan, and any claim or right asserted under the Plan or against the Plan regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

- (I) The Board of Trustees may grant a hearing to receive any evidence or argument that cannot be satisfactorily presented by correspondence. In such event, the Board of Trustees shall notify the Claimant and/or his or her authorized representative of the date, time, and place set for a full hearing on such appeal by regular mail addressed to the Claimant and/or his or her authorized representative as provided in the appeal petition. In no case shall the date for the hearing be set for a time later than the third regular meeting of the Board of Trustees following the receipt of the original appeal petition.

A full written report shall be kept of the proceedings of the hearing.

- (1) In conducting the hearing, the Board of Trustees shall not be bound by the usual common law or statutory rules of evidence.
 - (2) The Claimant and/or his or her authorized representative shall have the right to review the written record of the hearing, make a copy of it and file objections to it.
 - (3) There shall be copies made of all documents and records introduced at the hearing, attached to the record of the hearing, and made a part of it.
 - (4) All information upon which the Board of Trustees based its original decision shall be disclosed to the Claimant and/or his or her authorized representative at the hearing.
 - (5) In the event that additional evidence is introduced by the Board of Trustees which was not made available to the Claimant and/or his or her authorized representative prior to the hearing, the Claimant shall be granted a continuance of as much time as he or she desires, not to exceed thirty (30) days.
 - (6) The Claimant and/or his or her authorized representative shall be afforded the opportunity of presenting any evidence on Claimant's behalf. If the Claimant and/or his or her authorized representative offers new evidence, the hearing may be adjourned for a period of not more than thirty (30) days so the Board of Trustees may, if they wish, investigate the accuracy of such new evidence or determine whether additional evidence should be introduced.
- (J) After consideration of the appeal petition and upon completion of the hearing, the Board of Trustees shall advise you or your authorized representative of its decision in writing within five (5) days following the hearing at which the appeal was considered. The decision of the Board of Trustees shall set forth specific reasons for their conclusion, shall be written in a manner designed to be understood by you and shall, to the extent applicable, make reference to the pertinent Plan provisions upon which the decision is based. The Board of Trustees shall have the discretionary authority to determine the eligibility for benefits of all Participants and/or to construe the terms of the Plan. A decision of the Board of Trustees with respect to the appeal petition for review shall be final and binding upon all parties, including the Claimant and any person claiming under the applicant or petitioner. The provisions of this section shall apply to and

include any and every claim to benefits from the Plan, and any claim or right asserted under the Plan or against the Plan regardless of the basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

- (K) The Trustees may delegate to a subcommittee authority to review any appeal petition, grant a hearing on a petition, accept an extension, or conduct a hearing or the performance of any other act that could be performed by the Board of Trustees under this section. Any action by an appointed subcommittee of the Board of Trustees will be considered to be an action by the Board of Trustees.
- (L) Compliance with the provisions of this Plan and any rules and regulations adopted by the Trustees will be a condition precedent to any legal action against the Trust or the Board of Trustees. The right of any person to receive a benefit under the Plan will be determined in accordance with the relevant provisions of the Plan and without regard to any failure of the Plan Manager or the Board of Trustees to satisfy any of the provisions of this Section 7.04.
- (M) In the event of any dispute concerning the interpretation, election or enforcement of any of the provisions of this Plan that has not been resolved pursuant to the appeals procedure above described, the dispute may be submitted to voluntary arbitration solely upon mutual agreement between the Trustees and any Claimant. The Issue or issues to be so arbitrated and the terms and conditions applicable to such arbitration must be mutually agreed upon between the parties to the arbitration.

SECTION 7.05 RETIREMENT

- (A) Before Normal Retirement Age. To be Retired prior to Normal Retirement Age is attained, a Participant or Pensioner must cease and refrain from work in Covered Employment or from employment for wages or profit anywhere in the United States:
 - (1) In work of the type performed by Employees covered by the Plan on the Pensioner's Benefit Starting Date;
 - (2) Which work requires directly or indirectly the use of the same skills employed by Employees on the Pensioner's Benefit Starting Date.
- (B) After Normal Retirement Age. To be Retired after Normal Retirement Age is attained, a Participant or Pensioner must refrain from employment of 40 hours or more during any calendar month:
 - (1) In the eleven counties comprising the San Francisco Bay Area: Alameda, Contra Costa, Solano, Sonoma, Marin, San Francisco, San Mateo, Santa Clara, Napa, San Joaquin and Calaveras Counties;
 - (2) In work of the type performed by Employees covered by the Plan on the Pensioner's Benefit Starting Date;
 - (3) Which work requires directly or indirectly the use of the same skills employed by Employees on the Pensioner's Benefit Starting Date.
- (C) For the purposes of paragraphs (a) and (b), work performed as an estimator or instructor, shall not be considered work of the type performed by Employees covered by the Plan.

- (D) After Required Commencement Date. Despite paragraph (b), commencing April 1 of the Calendar Year following the Calendar Year in which a Participant attains age 70 1/2, the Participant may be employed in any capacity and be considered retired and entitled to a pension under the Plan.

SECTION 7.06 SUSPENSION OF BENEFIT PAYMENTS

- (A) Before Normal Retirement Age. If a Pensioner is employed in work of the type described in Section 7.05(a), pension payments shall be suspended for a period equal to the number of months during which he or she is so employed. Pension payments shall also be suspended for the following additional periods that immediately follow the foregoing period:
- 1) Three months.
 - 2) At the discretion of the Trustees, up to 12 months in addition to the amounts under subparagraph (1) if the Pensioner fails to satisfy the notice requirements of Section 7.06(C).
- (B) After Normal Retirement Age. If a Pensioner becomes employed in work of the type described in Section 7.05(B) after Normal Retirement Age, pension payments shall be suspended for any calendar month of employment. After the Pensioner ceases employment, the pension shall commence with the first month following the cessation of employment of the type described in Section 7.05(b).
- (C) Notices.
- (1) Upon commencement of pension payments, the Trustees shall notify the Pensioner of the Plan rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Pensioner if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.
 - (2) A Pensioner shall notify the Plan in writing within 31 days after starting any work of a type that is or may be prohibited under the provisions of this Section 7.06, and without regard to the number of hours of work.
 - (3) If a Pensioner has worked in prohibited employment in any month after Normal Retirement Age and has failed to give timely notice to the Plan of employment, the Trustees shall presume that the Pensioner worked for at least 40 hours in the month and any subsequent month before the Pensioner gives notice that he or she has ceased prohibited employment. If a Pensioner has worked in prohibited employment in any month at a construction site, the Trustees shall presume that the Pensioner has been engaged in that employment since that Employer commenced the same work at the site. The Trustees shall act upon a presumption only where it is reasonable under the circumstances to do so. The Pensioner shall have the right to overcome such presumption by establishing that the work was not in fact an appropriate basis, under the Plan, for suspension of benefits.
 - (4) The Trustees shall inform all retirees at least once every 12 months of the reemployment notification requirements and the presumptions described in this paragraph.
 - (5) A Pensioner whose pension has been suspended shall notify the Plan when prohibited employment has ended. The Trustees shall have the right to hold back benefit payments until the notice is filed with the Plan.

- (6) A Pensioner may ask the Plan whether a particular employment will be prohibited. The Plan shall pro-vide the Pensioner with its determination within a reasonable time, subject to the Pensioner's cooperation in timely providing the Trustees with the information needed to make that determination. Any determination may be reviewed, modified or reversed by the Board of Trustees at any time, but no modification or reversal shall affect the Pensioner's right to receive Retirement benefits for any period prior to ten (10) days after the Fund Manager mails notice of the Trustees' decision. A request for review of that determination will not delay its effective date.
- (7) The Plan shall inform a Pensioner of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which benefits are withheld. Notice shall include a description of the specific reasons for the suspension, copy of the relevant portions of the Plan, reference to the applicable regulation of the U.S. Department of Labor, and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Pensioner to notify the Plan when prohibited employment ends.
- (D) Review. A Pensioner shall be entitled to a review of a determination suspending benefits by written request filed with the Trustees within 60 days of the notice of suspension.
- (E) Waiver of Suspension. The Trustees may, upon their own motion or on request of a Pensioner, waive suspension of benefits subject to such limitations as the Trustees in their sole discretion may determine, including any limitations based on the Pensioner's previous record of benefit suspensions or noncompliance with reported requirements under this Article.
- (F) Waiver During Emergency Manpower Shortage.
- (1) The Trustees may at their discretion and by resolution temporarily waive the operation of the suspension of benefits rules under paragraphs (a) and (b) of this Section 7.06. The waiver may be for up to three consecutive months upon receipt of certification from the Association and the Union that there exists in the jurisdiction of the Union a manpower emergency. A temporary waiver will allow a Pensioner to return to work under the Collective Bargaining Agreement without a suspension of benefits, but only during the period of the emergency manpower shortage specified in the resolution. A further resolution will be required to extend the period.
- (2) The Union must certify to the Fund Manager at least monthly the name of each Pensioner dispatched to work under the manpower emergency rules. Manpower emergency rules adopted by the Union and the Association may provide that no pension contributions are required for Pensioners working temporarily under those rules. Work performed by a Pensioner under a temporary waiver, when added to Hours of Service earned prior to retirement, may not exceed 1,000 hours in any 12- consecutive month period. The Pensioner performing work under a temporary emergency manpower waiver will not be entitled to an adjustment of credited service or benefit increase for any period of service for which no pension contributions are required for Pensioners working temporarily under manpower emergency rules. However, nothing in this subsection shall require a Pensioner returning to work to accept a waiver or a dispatch under emergency rules, and a Pensioner who notifies the Fund Manager and the Union immediately upon return to work that he or she elects to do so under the suspension of benefits rules shall be subject to all of the other provisions of this Section 7.06.
- (G) Resumption of Benefit Payments. Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar

month for which the Pensioner's benefit was suspended, provided the Pensioner has complied with the notification requirements of paragraph (C)(2) above.

SECTION 7.07 RETURN TO WORK

- (A) A Pensioner who returns to Covered Employment following Retirement will, upon subsequent Retirement, be entitled to a recomputation of the Individual Account based on any additional Contributions.
- (B) If a Pensioner has returned to Covered Employment after the Benefit Starting Date, he or she will not be entitled to a new election as to the Joint and Survivor Option. Provided, that if the Pensioner has returned to Covered Employment and has completed 1000 Hours of Service for which Contributions are required to be paid to this Plan, following dissolution of the Pensioner's marriage, the Pensioner may be entitled to a new election as to the Joint and Survivor Option with respect to Contributions earned following the return to Covered Employment, subject to the conditions of Section 5.06.

SECTION 7.08 INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY

In the event it is determined to the satisfaction of the Board of Trustees that a Pensioner or Beneficiary is unable to care for his or her affairs because of mental or physical incapacity, or is a minor for whom the Trust has not received an order of a court of competent jurisdiction appointing a legal guardian of the minor Beneficiary's estate, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of the Pensioner or Beneficiary, or to such person as the Trustees in their sole discretion find to be an object of the natural bounty of the Pensioner or Beneficiary, or withheld until appointment of a legally-appointed guardian or representative. Payment may be made in this manner, or withheld as the case may be, unless prior to payment, claim will have been made for payment by a legally-appointed guardian, committee, or other legal representative appropriate to receive payments on behalf of the Pensioner or Beneficiary. Any payment under this Section will, to the extent of payment, completely discharge the Board's liability with respect to the Participant or Beneficiary. In the event payment is withheld pursuant to this section, investment of the funds at issue will be made as set forth in section 10.01 of the Plan.

SECTION 7.09 NONASSIGNMENT OF BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDERS

- (A) No benefit or interest available hereunder will be subject to assignment or alienation, either voluntarily or involuntarily. Neither the Trust nor any of the assets thereof will be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution of process in any court or action or proceeding. The preceding sentences will also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order. Provided, however, that a payment made pursuant to a "Qualified Domestic Relations Order," which creates or recognizes the right of a Spouse, former Spouse, child, or other dependent of a Participant to receive all or part of the benefits payable to a Participant, is not a prohibited assignment or alienation under this section.
- (B) "Qualified Domestic Relations Order" means a judgment, decree, or order made pursuant to state law that creates or recognizes the existence of a Spouse, former Spouse, child or other dependent's rights to all or a portion of the benefits payable to a Participant under the Plan.

A domestic relations order entered prior to January 1, 1985, will be treated as a Qualified Domestic Relations Order if payment of benefits pursuant to the order had commenced as of the same date, and it may be treated as a Qualified Domestic Relations Order if payment or benefits had not commenced as of this date, even though the order does not satisfy the requirements of Code Section 414(p).

- (C) Notwithstanding anything in this Plan to the contrary, a Qualified Domestic Relations Order ("QDRO") may specifically provide that a former Spouse is to be treated as a surviving Spouse for the purpose of receiving survivor annuities, despite the fact that the former Spouse was not married to the Participant during the one year period prior to the Participant's Benefit Starting Date or the date of the Participant's death.
- (D) For purposes of this paragraph (D), to the extent that a former Spouse is treated as the current Spouse of the Participant by reason of a QDRO, any current Spouse will not be treated as the current Spouse. If the QDRO provides that the former Spouse will be treated as the Participant's current Spouse with respect to all of the Participant's benefits under the Plan, the former Spouse will be treated as the surviving Spouse unless the Participant obtains the former Spouse's consent to waive these benefits. The fact that a Participant remarried after divorcing a former Spouse is disregarded.
- (E) With respect to any waiver of benefits or change of Beneficiary required by this plan or by law, if the QDRO provides that the former Spouse is to be treated as the Participant's current Spouse only with respect to benefits that accrued prior to dissolution of marriage, then the former Spouse's consent will be needed by the Participant to waive those benefits that accrued prior to the dissolution. The Participant's current Spouse's consent will be needed to waive the remainder of the benefits.

SECTION 7.10 PLAN INTERPRETATION AND RESOLUTION OF DISPUTES

- (A) No Participant, Employee, Pensioner, Beneficiary or other person will have any right or claim to benefits under the Pension Plan, or any right or claim to payments from the Trust Fund, other than as specified herein. The Board of Trustees has the power to interpret the provisions of this Plan and to determine all questions arising under the Plan. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Trust Fund will be resolved by the Board under and pursuant to this Plan, and its decision of the dispute, right or claim will be final and binding upon all parties thereto as provided in Section 7.03.
- (B) No person may rely upon any interpretation by any individual Trustee, union officer or representative or Employer. Any question of interpretation should be directed, in writing, to the Fund Manager. The Fund Manager will have authority, subject to the policies established by the Trustees, to give a written interpretation of the provisions of the Plan to any Participant, Employee or Beneficiary, or the Fund Manager may refer questions of interpretation to the Trustees. However, only the Board of Trustees can act to approve a benefit application, and no statement of the Fund Manager, written or oral, may be the basis of any claim or benefits if such statement is in conflict with the written provisions of this Plan, or the Pension Trust Agreement.

SECTION 7.11 NO RIGHT TO ASSETS

- (A) No person other than the Trustees of the Pension Trust shall have any right, title or interest in any of the income or property of any funds received or held by or for the account of the Pension Trust, and no person shall have any vested right to benefits in an Individual Account except at the time or times and upon the terms and conditions herein provided.
- (B) The Trustees of the Plan and the Pension Trust shall have the right to recover from a Participant, Surviving Spouse, Alternate Payee or Beneficiary any amount that is an overpayment of benefits under this Plan. The Participant, Surviving Spouse, Alternative Payee or Beneficiary shall refund to the Plan the overpaid amount and any related interest or investment income. The Trustees shall also have the discretion to recover such overpayment via withholding of any future benefit(s) owed to said Participant, Surviving Spouse, Alternate Payee or Beneficiary. In addition, the Trustees of the Plan and the Pension Trust shall have the right to recover from any individual, whether a Participant, Surviving Spouse,

Alternate Payee, Beneficiary or otherwise, any erroneous payments made by the Plan to such individual. Such individual shall refund to the Plan the overpaid amount and any related interest or investment income, whether the error was that of the Plan or the individual recipient of the payment. In both instances (overpayment or erroneous payments), the Plan and Pension Trust shall be entitled to an equitable lien upon such benefits and payments and such monies shall be held in constructive trust for the benefit of the Plan and Pension Trust by the recipient of the payment (including, but not limited to any rollover accounts or Trust funds), whether the initial recipient or a subsequent recipient of such funds. The Trustees shall also have the right to recover any attorney's fees or costs incurred by the Plan in its efforts to recoup any losses due to any overpayment or erroneous payment.

SECTION 7.12 HOW AND TO WHOM PENSION PAYMENTS ARE MADE

In making payment, the Trustees will mail checks to the last known address of the Pensioner. Payment will fully discharge the Trust and Trustees from any adverse claims thereto unless, before payment is made, the Fund Office has received at its principal place of business written notice by or on behalf of some other person who claims to be entitled to the payment or some part thereof. In the event of adverse claims to payments, the Trust may deposit any amounts payable with a court of competent jurisdiction and allow the rights and obligations of the respective claimants to be determined judicially.

ARTICLE 8

ADDITIONAL LIMITATIONS

SECTION 8.01 MAXIMUM BENEFIT LIMITATIONS

(A) Basic limitation.

- (1) This subsection applies regardless of whether any Participant is or has ever been a Participant in another qualified plan maintained by any Employer contributing to this Plan. If any Participant is or has ever been a Participant in another qualified plan maintained by any Employer contributing to the Plan, or a welfare benefit fund (as defined in Code Section 419(e)) maintained by the Employer, or an individual medical account (as defined in Code Section 415(1)(2)) that provides an Annual Addition, subsection (b) is also applicable to that Participant's benefits.
- (2) The Annual Addition to the Individual Account of any Participant at any time will not exceed the Maximum Permissible Amount. If the Employer Contribution that would otherwise be contributed or allocated to the Participant's Individual Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount of Employer Contributions to the Participant's Individual Account will be reduced as provided in Sections 8.02 and 8.03 so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

(B) Aggregating Plans.

- (1) This subsection (b) applies to any Participant who is covered, or has ever been covered, by another defined contribution plan maintained by the Employer, including a qualified plan, or a welfare benefit fund, as defined in Code Section 419(e), or an individual medical account, as defined in Code Section 415(1)(2), that provides an Annual Addition as described in subsection (c).
- (2) If the Employer maintains, or at any time maintained, one or more qualified defined contribution plans covering any Participant in this plan, a welfare benefit fund, as defined in Code Section

419(e), or an individual medical account as defined in Code Section 415(1)(2), the sum of the Annual Additions otherwise payable for the Participant under this plan shall not exceed the Maximum Permissible Amount as provided in Section 8.01(j) in any Limitation Year.

- (3) Notwithstanding paragraphs (1) and (2), effective January 1, 2002, this Plan shall not be combined or aggregated with any other multiemployer plan for purposes of this Article.

(C) Annual Additions. The sum of the following amounts credited to a Participant's Individual Account for the Limitation Year are treated as "Annual Additions" to a defined contribution plan:

- (1) Employer contributions;
- (2) Employee contributions;
- (3) Forfeitures;
- (4) Amounts allocated to an individual medical account, as defined in Code Section 415(1)(2), which is part of a pension or annuity plan maintained by the Employer; and
- (5) Amounts derived from Contributions that are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code Section 419A(d)(3)) under a welfare benefit fund (as defined in Code Section 419(e)) maintained by the Employer.

Any excess amount applied under Section 8.03 in the Limitation Year to reduce employer contributions will be considered Annual Additions for the Limitation Year.

The following shall not constitute Annual Additions:

- (1) Restorative payments, as defined in Treasury Regulation Section 1.415(c)-1(b)(2)(ii)(C);
- (2) Direct transfers of a benefit or employee contributions from a qualified plan to this Plan;
- (3) Rollover contributions (as described in Code Sections 401(a)(31), 402 (c)(1), 403 (a) (4), 403(b)(8), 408 (d)(3) and 457 (e)(16));
- (4) Repayments of loans made to a Participant from the Plan;
- (5) Repayments of amounts described in Code Sections 411(a)(7)(B) and 411(a)(3)(D) or repayment of contributions to a governmental plan, as well as Employer restorations of benefits that are required pursuant to such repayments; and
- (6) Excess deferrals that are distributed in accordance with Treasury Regulation Section 1.402 (g)-1(e)(2) or (3).

(D) Compensation. For purposes of applying the limitations of Code Section 415, the term "Compensation" means a Participant's earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with an employer (including tips, bonuses, commissions and profit sharing). Effective January 1, 1998, Compensation shall also include elective deferrals under Code Sections 125, 402(g)(3), 402(h), 403(b), 457, and 408(p)(2)(A)(1). For limitation years beginning on or after February 1, 2001, for purposes of applying the limitations described in this Section 8.01 of the Plan, "Compensation" paid or made available during such

limitation years shall include elective amounts that are not includible in the gross income of the Participant by reasons of Code Section 132(f)(4). Effective February 1, 2008, for purposes of this Section, Compensation shall be as defined in Treasury Regulation Section 1.415(c)-2, exclusive of items and/or amounts listed in Treasury Regulation Section 1.415(c)-2(c). Compensation for purposes of this Section shall include amounts paid after termination to the extent permitted under Treasury Regulation Sections 1.415(c)-2(e)(2), 1.415(c)-2(e)(3)(i), 1.415(c)-2(e)(3)(ii) and 1.415(c)-2(e)(3)(iii)(A). Effective January 1, 2009, compensation for purposes of this Section shall also include differential wage payments (made by an Employer to an Employee) as defined under Code Section 3401(h)(2) for Employees performing qualified military service.

Compensation will not include the following:

- (1) Employer contributions to a plan of deferred compensation that are not included in the Employee's gross income in the taxable year in which contributed or employer contributions under a simplified employee pension plan to the extent contributions are deductible by the Employee, or any distributions from a plan of deferred compensation;
 - (2) Amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the 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 qualified stock option; and
 - (4) Other amounts that received special tax benefits, or contributions made by the Employer (whether or not under a salary reduction agreement) towards the purchase of an annuity described in Code Section 403(b) (whether or not the amounts are actually excludable from the gross income of the employee).
- (E) Compensation for a Limitation Year. For purposes of applying the limitations of this article, Compensation for a Limitation Year is the Compensation actually paid or includable in gross income during the Limitation Year. Notwithstanding the preceding sentence, Compensation for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Code Section 22(e)(3)) is the Compensation the Participant would have received for the Limitation Year if the participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled. This imputed Compensation for the disabled Participant may be taken into account only if the Participant is not a Highly Compensated Employee (as defined in Code Section 414(q)) and contributions made on behalf of the Participant are nonforfeitable when made.
- (F) Annual Compensation Limit. The provisions of Section 8.01(D) to the contrary notwithstanding, the annual compensation of each Participant taken into account under the Plan for any year shall not exceed the Annual Compensation Limit under Code Section 401(a)(17), as defined herein. For Plan Years prior to February 1, 1996, the Annual Compensation Limit was \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(8). For Plan Years beginning on or after February 1, 1996 and prior to December 31, 2001, the Annual Compensation Limit is \$150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(B). For Plan Years beginning on or after December 31, 2001, the Annual Compensation Limit is \$200,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(B). If, as a result of the application of these rules the adjusted Annual Compensation Limit is exceeded, then the limitation shall be prorated among the affected individuals' compensation determined under this Section prior to the application of this limitation.

- (G) Excess Amount. "Excess Amount" means the excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.
- (H) Special Definition of Employer. For purposes of this article, "Employer" will mean an Employer required to contribute to this Plan, and all members of a controlled group of corporations (as defined in Code Section 414(b), as modified by Code Section 415(h)), all commonly controlled trades or businesses (as defined in Code Section 414(c) as modified by Code Section 415(h)), or affiliated service groups (as defined in Code Section 414(m)) of which the Employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under Code Section 414(o).
- (I) Limitation Year. "Limitation Year" means the Plan Year. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different 12-consecutive month period, the new limitation year must begin on a date within the Limitation Year in which the amendment is made.
- (J) Maximum Permissible Amount.
- (1) "Maximum Permissible Amount" means the Maximum Annual Addition that may be contributed or allocated to a Participant's Individual Account under the Plan for any Limitation Year. The Maximum Permissible Amount shall not exceed the lesser of:
 - (a) \$40,000 (as indexed pursuant to Code Section 415), or
 - (b) 100 percent of the Participant's compensation for the Limitation Year.
 - (c) The amount determined subject to the limitations described in and computed in accordance with the provisions of Section 8.06, below.
 - (2) The Compensation limitation referred to in subparagraph (B) shall not apply to any contribution for medical benefits (within the meaning of Code Section 401(h) or Code Section 419A(f)(2)) that is otherwise treated as an Annual Addition under Code Sections 415(l)(1) or 419A(d)(2).
 - (3) If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Maximum Permissible Amount will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction:

Number of months in the short Limitation Year divided by 12.

SECTION 8.02 LIMITATION ON ANNUAL ADDITIONS FOR A SINGLE PLAN

If the Participant does not participate in, and has never participated in, another qualified defined contribution plan maintained by the Employer or a welfare benefit fund (as defined in Code Section 419(e)) maintained by the Employer, or an individual medical account (as defined in Code Section 415(1)(2)) maintained by the Employer, which provides an Annual Addition as defined in Section 8.01, the amount of Annual Additions that may be credited to the Participant's Individual Account for any Limitation Year will not exceed the lesser of the Maximum Permissible Amount determined under Section 8.1 or any other limitation contained in this plan. If the Employer Contribution that would otherwise be contributed or allocated to the Participant's Individual Account would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount of Employer Contributions to the Participant's Individual Account will be reduced as provided in Section 8.03 so that the Annual Additions for the Limitation Year will equal the Maximum Permissible Amount.

SECTION 8.03 RESPONSE TO EXCESS CONTRIBUTIONS TO A SINGLE PLAN

If pursuant to Sections 8.01, 8.02 or 8.04 or as a result of the allocation of forfeitures there is an excess amount, the excess will be disposed of as follows:

- (A) Any nondeductible voluntary Employee contributions, to the extent they would reduce the excess amount, will be returned to the Participant;
- (B) If after the application of paragraph (a) an excess amount still exists, and the Participant is covered by the Plan at the end of the Limitation Year, the excess amount in the Participant's Individual Account will be used to reduce Employer Contributions (including any allocation of forfeitures) for the Participant in the next Limitation Year and each succeeding Limitation Year if necessary.
- (C) If after the application of paragraph (a) an excess amount still exists, and the Participant is not covered by the Plan at the end of a Limitation Year, the excess amount will be held unallocated in a suspense account. The suspense account will be applied to reduce future Employer Contributions for all remaining Participants in the next Limitation Year, and each succeeding Limitation Year if necessary.
- (D) If a suspense account is in existence at any time during a Limitation Year pursuant to this section, it will not participate in the allocation of the Trust's investment gains and losses. If a suspense account is in existence at any time during a particular Limitation Year, all amounts in the suspense account must be allocated and real-located to Participants' accounts prior to any Employer or any Employee Contributions may be made to the Plan for that Limitation Year. Excess amounts may not be, distributed to Participants or former Participants.

SECTION 8.04 LIMITATION ON ANNUAL ADDITIONS FOR MULTIPLE PLANS

- (A) This Section applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund (as defined in Code Section 419(e)) maintained by the employer, or an individual medical account (as defined in Code Section 415(1)(2)) maintained by the Employer, which provides an Annual Addition as defined in Section 8.01 during any Limitation Year. Provided, that effective January 1, 2002, this Section does not apply to another plan maintained by the Employer that is a multiemployer plan. The Annual Additions that may be credited to a Participant's Individual Account under this Plan for any Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Individual Account under the other plans and welfare benefit funds for the same Limitation Year.
- (B) If the Annual Additions with respect to the Participant under the defined contributions plans and welfare benefit funds maintained by the Employer are less than the Maximum Permissible Amount and the Employer Contribution that would otherwise be contributed or allocated to the Participant's Individual Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under these other defined contribution and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Individual Account under this Plan for the Limitation Year.
- (C) For purposes of the previous paragraph, the excess amount will be deemed to consist of the Annual Additions last allocated, except that Annual Additions attributable to a welfare benefit fund or individual medical account will be deemed to have been allocated first regardless of the actual allocation date. If an

excess amount was allocated to a Participant on an allocation date of this Plan that coincides with an allocation date of another Plan, the excess amount attributed to this Plan will be the product of:

- (3) The total excess amount allocated as of such date, multiplied by
- (2) The ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all the other qualified defined contribution plans.

SECTION 8.05 ESTIMATED AND ACTUAL COMPENSATION

Before determining the Participant's actual Compensation for the Limitation Year, the Plan may determine the Maximum Permissible Amount for a Participant on the basis of a reasonable estimation of the Participant's Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the Maximum Permissible Amount for the Limitation Year will be determined on the basis of the Participant's actual Compensation for the Limitation Year

SECTION 8.06 CONDITIONAL RULES FOR TOP-HEAVY PLANS

- (A) Notwithstanding any other contrary provision of the Plan, if the Plan is or becomes Top-Heavy, as defined in this Section 8.06, with respect to any Employer, the provisions of this Section will supersede any conflicting provisions in the Plan. However, this Section 8.06 shall not apply with respect to any Employee of an Employer if the Employee qualifies as collectively-bargained under Code Section 416(g)(2)(B).
- (B) Definitions. For purposes of this Section 8.06:
 - (1) Key Employee.
 - (a) For Plan Years before December 31, 2001, the term "Key Employee" means any Employee or former Employee (and the beneficiaries of the Employee) who at any time during the Testing Period was:
 - (i) An officer of an Employer; if the individual's annual compensation exceeds 50 percent of the dollar limitation under Code Section 415(b)(1)(A);
 - (ii) An owner (or a person considered to be an owner under Code Section 318) of one of the ten largest interests in an Employer, if the individual's compensation exceeds 100 percent of the dollar limitation under Code Section 415(c)(1)(A);
 - (iii) A five-percent owner of the Employer; or
 - (iv) A 1-percent owner of the Employer who has an annual compensation of more than \$150,000.
 - (b) For Plan Years after December 31, 2001, the term "Key employee" means any Employee or former Employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was:

- (i) An officer of the employer having annual compensation greater than \$130,000 (as adjusted under IRC §416(i)(1) for Plan Years beginning after December 31, 2002),
- (ii) A 5-percent owner of the employer, or
- (iii) A 1-percent 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 IRC §416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

- (2) Non-Key Employee. A "non-Key Employee" is any Employee who is not a Key Employee.
- (3) Annual Compensation. For Plan Years before December 31, 2001, except as otherwise provided, annual compensation means compensation as defined in Code Section 415(c)(3), but including amounts contributed by the Top-Heavy Employer pursuant to a salary reduction agreement that are excludable from the Employee's gross income under Code Sections 125, 402(a)(8), 402(h) or 403(b). For Plan Years after December 31, 2001, annual compensation means compensation within the meaning of IRC §415(c)(3).
- (4) Determination Date. For any Plan Year subsequent to the first Plan Year, the "Determination Date" is the last day of the preceding Plan Year. For the first Plan Year, it is the last day of that year.
- (5) Testing Period. For Plan Years ending on or before December 31, 2001, the "Testing Period" is the Plan Year containing the Determination Date and the four preceding Plan Years. For Plan Years after December 31, 2001, the "Testing Period" is the Plan Year ending on the Determination Date.
- (6) Permissive Aggregation Group. "Permissive Aggregation Group" means the Required Aggregation Group of plans plus any other plan or plans of an Employer that, when considered as a group with the Required Aggregation Group, would continue to satisfy the requirements of Code Sections 401(a)(4) and 410.
- (7) Required Aggregation Group. "Required Aggregation Group" means:
 - (a) Each qualified plan of an Employer in which at least one Key Employee participates or participated at any time during the Testing Period (regardless of whether the plan has terminated), and
 - (b) Any other qualified plan of an Employer that enables a plan described in (A) to meet the requirements of Code Sections 401(a)(4) or 410.
- (8) Top-Heavy Plan. For any Plan Year beginning after December 31, 1983, this Plan will be "Top-Heavy" with respect to an Employer if any of the following conditions exists:
 - (a) If the Top-Heavy Ratio for an Employer exceeds 60 percent and the Employer does not contribute to any part of a Required Aggregation Group or Permissive Aggregation Group of plans.

- (b) If an Employer contributes to any part of a Required Aggregation Group of plans but does not contribute to any part of a Permissive Aggregation Group and the Top-Heavy Ratio for the group of plans exceeds 60 percent.
- (c) if an Employer contributes to part of a Required Aggregation Group and part of a Permissive Aggregation Group of plans and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60 percent.

(9) Top-Heavy Ratio.

- (a) If an Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and has not maintained any defined benefit plan during the Testing Period, the Top-Heavy Ratio for this Plan or with respect to the Employer for this Plan or for the Required or Permissive Aggregation Group is a fraction, the numerator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Key Employees of the Employer as of the Determination Date(s), and the denominator of which is the sum of the account balances for all Participants who are Employees of the Employer under the aggregated defined contribution plan or plans as of the Determination Date(s), all determined in accordance with Code Section 416 and the regulations thereunder. The account balances under a defined contribution plan in both the numerator and denominator of the Top-Heavy Ratio are increased for any distribution of an account balance made in the Testing Period. Provided, that for Plan Years after December 31, 2001:
 - (i) The numerator shall be increased by (A) the present values of account balances distributed during the Testing Period with respect to the Key Employee(s) under the Plan and any plan aggregated with the Plan under IRC Section 416(g)(2), (B) the present values of account balances distributed during the Testing Period to such Key Employee(s) under a terminated plan which, had it not been terminated, would have been aggregated with the plan under IRC Section 416(g)(2)(A)(i) and (C) the present values of account balances distributed to such Key Employee(s) during the four Plan Years preceding the Testing Period if the distribution was made for a reason other than severance from employment, death or disability.
 - (ii) The denominator shall be increased by (A) the present values of account balances distributed during the Testing Period with respect to Employees of the Employer under the Plan and any plan aggregated with the Plan under IRC Section 416(g)(2), (B) the present values of account balances distributed during the Testing Period to Employees of the Employer under a terminated plan which, had it not been terminated, would have been aggregated with the plan under IRC Section 416(g)(2)(A)(i); and (C) the present values of account balances distributed to such Employees of the Employer during the four Plan Years preceding the Testing Period if the distribution was made for a reason other than severance from employment, death or disability.
- (b) If an Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any Simplified Employee Pension Plan) that during the Testing Period has or has had any account balances, the Top Heavy Ratio with respect to the Employer for any Required or Permissive Aggregation Group as appropriate is a fraction, the numerator of which is the sum of (i) the present value of accrued benefits under the aggregated defined benefit plan

(ii) or plans for all Key Employees of the Employer, determined in accordance with (a) above, and the sum of account balances, under the aggregated defined contribution plan or plans for all Key Employees of the Employer as of the Determination Date(s), and the denominator of which is (iii) the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans, determined in accordance with (a) above, for all Participants who are Employees of the Employer and (iv) the sum of the account balances under the aggregated defined contribution plan or plans for all Participants who are Employees of the Employer as of the Determination Date(s), all determined in accordance with Code Section 416 and the regulations thereunder. The account balances under a defined contribution plan in both the numerator and denominator of the Top Heavy Ratio are increased for any distribution of an account balance made in the Testing Period. Provided, that for Plan Years after December 31, 2001:

- (i) The numerator shall be increased by (1) the present values of accrued benefits and the sum of account balances distributed during the Testing Period with respect to the Key Employee(s) under the Plan and any plan aggregated with the Plan under IRC Section 416(g)(2), (2) the present values of accrued benefits and the sum of account balances distributed during the Testing Period to such Key Employee(s) under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section IRC Section 416(g)(2)(A)(i) and (3) the present values of accrued benefits and the sum of account balances distributed to such Key Employee(s) during the four Plan Years preceding the Testing Period if the distribution was made for a reason other than severance from employment, death or disability.
- (ii) The denominator shall be increased by (1) the present values of accrued benefits and the sum of account balances distributed during the Testing Period with respect to Employees of the Employer under the Plan and any plan aggregated with the Plan under IRC Section 416(g)(2), (2) the present values of accrued benefits and the sum of account balances distributed during the Testing Period to Employees of the Employer under a terminated plan which, had it not been terminated, would have been aggregated with the plan under section RC Section 416(g)(2)(A)(i); and (3) the present values of accrued benefits and the sum of account balances distributed to such Employees of the Employer during the four Plan Years preceding the Testing Period if the distribution was made for a reason other than severance from employment, death or disability.
- (c) For purposes of (a) and (b) above, the value of account balances and the present value of accrued benefits will be determined as of the most recent Determination Date, except as provided in Code Section 416 and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant
 - (i) Who is not a Key Employee but who was a Key Employee in a prior year, or
 - (ii) Who has not been credited with at least one Hour of Service with any Employer maintaining the Plan at any time during the Testing Period,

will be disregarded. The calculation of the Top-Heavy Ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and the regulations thereunder. Deductible Employee contributions will not be taken into account for

purposes of computing the Top-Heavy Ratio. When aggregating plans, the value of account balances and accrued benefits will be calculated with reference to the Determination Date(s) that fall within the same Calendar Year. The accrued benefit of a Participant other than a Key Employee shall be determined under the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by an Employer, or if there is no such benefit, accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code Section 411(b)(1)(c).

(C) Minimum Allocation for Non-Key Employees. Except as otherwise provided in subparagraphs (3) and (4) below

- (1) For any Plan Year in which this Plan is Top-Heavy on account of the participation of any Employee of an Employer who is a Key Employee, the Employer Contributions on behalf of any Participant who is a non-Key Employee of the Employer during the Plan Year shall not be less than three percent of the Participant's compensation or, where this Plan is required to be included in an aggregation group with a defined benefit plan of the Employer that already satisfies the coverage or nondiscrimination rules in Code Section 401, not less than the highest Contribution Rate for any Key Employee for that year. The minimum allocation is determined without regard to any Social Security contribution. For purposes of computing the minimum allocation, compensation shall mean compensation as defined in Code Section 415(c)(3).
- (2) This minimum allocation shall be made even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for the year because of:
 - (a) The Participant's failure to complete 1,000 Hours of Service, or
 - (b) Compensation less than the stated amount.
- (3) The minimum allocation provision in (1) above shall not be required with respect to any Employee of an Employer if the Employee qualifies as collectively-bargained under Code Section 416(g)(2)(B).
- (4) The minimum allocation shall not apply to any Participant who was not employed by the Employer on the last day of the Plan Year.
- (5) The minimum allocation required (to the extent required to be nonforfeitable under Code Section 416(b) may not be forfeited under Code Sections 411(a)(3)(B) or 411(a)(3)(D).

(D) Assessment of Costs for Top Heavy Employers. If the Plan is or becomes Top Heavy in any Plan Year, the incremental cost incurred by the Plan under the provisions of this Section 8.06 for accrual of minimum benefits shall be assessed against the Employer or Employers who cause the Plan to become Top Heavy.

ARTICLE 9

DISTRIBUTION REQUIREMENTS

SECTION 9.01 GENERAL

Subject to the Joint and Survivor Pension rules of Article 5, the requirements of this Article 9 will apply to any distribution of a Participant's interest and will take precedence over any inconsistent provisions of this Plan. Unless otherwise specified, the provisions of this article apply to calendar years beginning after December 31, 1984. All distributions required under this article will be determined and made in accordance with Code Section 401(a)(9) and the implementing regulations.

SECTION 9.02 REQUIRED COMMENCEMENT DATE

The entire interest of a Participant must be distributed or begin to be distributed no later than the Participant's Required Commencement Date (see Section 4.02).

SECTION 9.03 DISTRIBUTION CALENDAR YEAR

As used in this article, the term "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning prior to the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Commencement Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin according to Section 4.05.

SECTION 9.04 LIMITS ON DISTRIBUTION PERIODS

As of the first Distribution Calendar Year, distributions, if not made in a single sum, may only be made over one of the following periods (or a combination thereof):

- (A) The life of the Participant,
- (B) The life of the Participant and a designated Beneficiary,
- (C) A period certain not extending beyond the life expectancy of the Participant, or
- (D) A period certain not extending beyond the joint and last survivor expectancy of the Participant and a designated Beneficiary.

For purposes of this Article 9, life expectancy (or joint and last survivor expectancy) is the life expectancy calculated using the age of the Participant (or designated Beneficiary) as of the Participant's (or designated Beneficiary's) birth-day in the first Distribution Calendar Year, or if annuity payments commence prior to the Required Commencement Date, in the year in which payments commence. (See Tables V and VI, expected return multiples, in Section 1.72-9 of the Income Tax Regulations)

SECTION 9.05 MINIMUM ANNUAL DISTRIBUTIONS

If the Participant's interest is to be distributed in other than a lump sum, the following minimum distribution rules will apply on or after the Required Commencement Date:

- (A) If a Participant's benefit is to be distributed over (1) a period not extending beyond the life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the Participant's designated Beneficiary, or (2) a period not extending beyond the life expectancy of the designated Beneficiary, the amount required to be distributed for each calendar year, beginning with distributions for the first Distribution Calendar Year, must at least equal the quotient obtained by dividing the Participant's benefit by the applicable life expectancy.
- (B) If the Participant's Spouse is not the designated Beneficiary, the method of distribution selected must assure that at least 50% of the present value of the amount available for distribution is paid within the life expectancy of the Participant.
- (C) The amount to be distributed each year, beginning with distributions for the first Distribution Calendar Year, will not be less than the quotient obtained by dividing the Participant's benefit by the lesser of (1) the applicable life expectancy or (2) if the Participant's Spouse is not the designated Beneficiary, the applicable divisor determined from the table presented in Q&A-4 of Section 1.401(a)(9)-2 of the Income Tax Regulations. Distributions after the death of the Participant will be distributed using the applicable life expectancy in Section 9.05(a) above as the relevant divisor without regard to Regulations Section 1.401(a)(9)-2.
- (D) The minimum distribution required for the Participant's first Distribution Calendar Year must be made on or prior to the Participant's Required Commencement Date. The minimum distribution for succeeding calendar years, including the minimum distribution for the Distribution Calendar Year in which the Employee's Required Commencement Date occurs, must be made on or prior to December 31 of the respective Distribution Calendar Year.
- (E) If the Participant's benefit is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the regulations thereunder.
- (F) Consent to Distributions. No distribution may be made when the Individual Account, including Employer and Employee Contributions, but not including accumulated deductible Employee Contributions, exceeds or ever exceeded \$5,000, unless the distribution is consented to in writing by the Participant or if the Participant is dead, any surviving Spouse. Provided, that the Trustees may commence distribution as provided in Section 4.02(d) when the Participant fails to submit an application for benefits by the Required Commencement Date. If the Participant is married and entitled to elect a Qualified Joint and Survivor Annuity, consent to a partial or total distribution by the Participant's Spouse is also required.
- (G) All distributions required under this article will be consistent with the Income Tax Regulations under Code Section 401(a)(9), including the minimum distribution incidental benefit requirement of Section 1.401(a)(9)-2 of the Income Tax Regulations.

SECTION 9.06 DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR

- (A) If the Participant's interest is to be paid in the form of annuity distributions under the plan, payments under the annuity will satisfy the following requirements:
 - (1) The annuity distributions must be paid in periodic payments made at intervals not longer than one year;

- (2) The distribution period must be over a life (or lives) or over a period certain not longer than a life expectancy (or joint life and last survivor expectancy) described in Code Section 401(a)(9)(A)(ii) or Code Section 401(a)(9)(B)(iii), whichever is applicable;
 - (3) The life expectancy (or joint life and last survivor expectancy) for purposes of determining the period certain will be determined without recalculation of life expectancy from year to year;
 - (4) Once payments have begun over a period certain, the period certain may not be lengthened even if the period certain is shorter than the maximum permitted;
 - (5) Payments must either be nonincreasing or increase only as follows:
 - (a) With any percentage increase in a specified and generally recognized cost-of-living index;
 - (b) To the extent of the reduction to the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in Section 9.04 above dies and the payments continue otherwise in accordance with that Section over the life of the Participant;
 - (c) To provide cash refunds of employee contributions upon the Participant's death;
 - (d) Because of an increase in benefits under the Plan; or
 - (e) Adjustment under any benefit suspension rules adopted in the Plan.
 - (6) If the annuity is a life annuity (or a life annuity with a period certain not exceeding 20 years), the amount that must be distributed on or prior to the Participant's Required Commencement Date (or, in the case of distributions after the death of the Participant, the date distributions are required to begin pursuant to Section 4.05) will be the payment that is required for one Payment Interval. The second payment need not be made until the end of the next Payment Interval even if that Payment Interval ends in the next calendar year. Payment Intervals are the periods for which payments are received, e.g., bimonthly, monthly, semi-annually, or annually.
 - (7) If the annuity is a period certain annuity without a life contingency (or is a life annuity with a period certain exceeding 20 years) periodic payments for each Distribution Calendar Year will be combined and treated as an annual amount. The amount that must be distributed by the Participant's Required Commencement Date (or, in the case of distributions after the death of the Participant, the date distribution are required to begin pursuant to Section 4.05) is the annual amount for the first Distribution Calendar Year. The annual amount for other Distribution Calendar Years, including the annual amount for the calendar year in which the Participant's Required Commencement Date (see Section 9.02) occurs, must be distributed on or prior to December 31 of the calendar year for which the distribution is required.
- (B) Annuities are subject to the following additional conditions:
- (1) Unless the Participant's Spouse is the designated Beneficiary, if the Participant's interest is being distributed in the form of a period certain annuity without a life contingency, the period certain as of the beginning of the first Distribution Calendar Year may not exceed the applicable period determined using the table presented in Q&A-5 of Section 1.401(a)(2)-2 of the Income Tax Regulation.

- (2) If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's Required Commencement Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table presented in Q&A-6 of Section 1.401(a)(9)-2 of the Income Tax Regulation.
- (C) If the form of distribution is an annuity made in accordance with this Section 9.06, any additional benefits accruing to the Participant after the Required Commencement Date will be distributed as a separate and identifiable component of the annuity beginning with the first Payment Interval ending in the calendar year immediately following the calendar year in which the account accrues.
- (D) Any part of the Participant's interest that is in the form of an individual account will be distributed in a manner satisfying the requirements of Code Section 401(a)(9) and the regulations thereunder.

SECTION 9.07 WITHHOLDING FROM ELIGIBLE ROLLOVER DISTRIBUTIONS

- (A) A person receiving a distribution that qualifies as an Eligible Rollover Distribution must elect to have the distribution paid directly from this Plan to an Eligible Retirement Plan in a Direct Rollover under Code Section 401(a)(31) or the distribution will be subject to a 20-percent income tax withholding under Code Section 3405(c). This Plan affords a person receiving an Eligible Rollover Distribution the opportunity to make an election for a Direct Rollover by written request to the Fund Manager within the time required by Section 9.07(j) provided the amount to be transferred in a Direct Rollover in any Plan Year is not less than \$200.
- (B) In some instances a loan default will qualify as an Eligible Rollover Distribution for which a Direct Rollover is impossible, in particular where the Plan offsets the account balance and treats the Participant as having received a distribution of an amount equal to the unpaid loan balance (see Section 5.12(b)). In those and other instances requiring similar treatment under regulations and rulings of the Commissioner of Internal Revenue, the Plan will withhold sufficient monies from any additional distribution to satisfy the withholding requirement for amounts already distributed.
- (C) Eligible Rollover Distribution. "Eligible Rollover Distribution" means any distribution of all or any portion of a Participant's Individual Account, except for the following:
- (1) Any distribution that is one of a series of substantially equal periodic payments made annually or more frequently over the following periods:
- (a) The life of the Participant or the joint lives of the Participant and the Participant's Spouse or (where permitted) designated Beneficiary;
 - (b) The life expectancy of the Participant or the joint life and last survivor expectancy of the Participant and the Participant's Spouse or (where permitted) designated Beneficiary; or
 - (c) A specified period of ten years or more;
- (2) Any distribution required under Section 9.05 of this Plan and Code Section 401(a)(9) relating to mini-mum distribution requirements;

- (3) For distributions made on or before December 31, 2001, the portion of any distribution that is not includible in gross income, such as the return of Voluntary After-Tax Contributions under Section 2.02. For purposes of distributions made after December 31, 2001, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income at the time of distribution. However, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible;
- (4) Corrective distributions of excess contributions under Section 8.03 of this Plan;
- (5) Loans treated as distributions under Code Section 72(p) because they exceed the maximum limits of Section 72(p)(2);
- (6) Loans in default that are deemed distributions, except where the Plan offsets the account balance and treats the Participant as having received a distribution of an amount equal to the unpaid loan balance (see Section 6.12(b));
- (7) Hardship distributions; or
- (8) Other exceptions designated by the Commissioner of Internal Revenue.

The term "Eligible Rollover Distribution" shall include any distribution to a designated beneficiary which would be treated as an eligible rollover distribution by reason of Code Section 402(c)(11), or Code Section 403(a)(4)(B), 403(b)(8)(B), or 457(e)(16)(B), if the requirements of subsection (c)(11) were satisfied.

(D) Direct Rollover. A "Direct Rollover" is an Eligible Rollover Distribution that is paid directly by this Plan to an Eligible Retirement Plan for the benefit of the person for whom the distribution is made.

(E) Eligible Retirement Plan.

- (1) For distributions made on or before December 31, 2001, "Eligible Retirement Plan" means an individual retirement plan or a qualified plan, except in the case of a distribution to a surviving Spouse, in which case only an individual retirement plan is treated as an eligible retirement plan. An individual retirement plan is an individual retirement account (IRA) described in Code Section 408(a) or an individual retirement annuity (other than an endowment contract) described in Code Section 408(b). A qualified plan is a qualified trust described in Code Section 401(a) or any annuity plan described in Code Section 403(a).
- (2) For distributions made after December 31, 2001:
 - (a) An Eligible Retirement Plan shall also mean an annuity contract described in Code Section 403(b) and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality for a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan.

- (b) For a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order (as defined in Code Section 414(p)), the definition of Eligible Retirement Plan shall no longer be limited to individual retirement plans and instead shall be the same as applies to a distribution to a Participant.
- (3) It is the sole responsibility of the person for whom the distribution is made, and not of the Plan, the Fund Manager or the Trustees, to determine whether a plan or person to whom the distribution is paid qualifies as an Eligible Retirement Plan under Code Section 402(c)(8)(B).
- (F) Substantially Equal Periodic Payments. Whether a series of payments is considered a series of substantially equal periodic payments over a specified period is determined at the time payments begin without regard to contingencies or modifications that have not yet occurred. A joint and survivor annuity with a survivor annuity amounting to less than 100% of the joint annuity will be treated as a series of substantially equal payments at the time payments commence. If the amount (or, if applicable, the method of calculating the amount) of the payments changes so that subsequent payments are not substantially equal to prior payments, a new determination must be made as to whether the remaining payments are a series of substantially equal periodic payments over a period specified in Section 9.07(C)(1).
- (G) Series of Payments Beginning Prior to January 1, 1993. Except as provided in the previous paragraph, if a series of periodic payments began prior to January 1, 1993, the determination of whether the post-December 31, 1992 payments are a series of substantially equal periodic payments over a specified period is made by taking into account all payments made, including payments made prior to January 1, 1993.
- (H) Payments Independent of Periodic Payments. Whenever the Plan permits a distribution in the form of a lump sum payment of a portion of the Individual Account, with payment of the remainder distributed in a series of payments, or otherwise permits payment in an amount substantially larger or smaller than other payments in a series, the single or unequal payments may be subject to treatment as independent of the payments in the series and qualify as Eligible Rollover Distributions where permitted by regulation or rulings of the Commissioner of Internal Revenue.
- (I) Notice to Participants. The Fund Manager is directed to provide each person receiving a distribution with a written explanation of the withholding requirements within a reasonable time prior to making an Eligible Rollover Distribution. Notice shall be in the form required by Code Section 402(f) and implementing regulations. Notice will be considered to be given within a reasonable time if given no earlier than 90 days and no later than 30 days prior to a distribution is made unless implementing regulations of rulings of the Commissioner of Internal Revenue provide for a different notice period. In the case of a series of distributions qualifying as Eligible Rollover Distributions, notice will be given prior to the first distribution and at least once annually for as long as the payments continue.
- (J) Election Period. An election to make a Direct Rollover must be made in writing delivered to the Fund Manager during the election period provided in Section 4.03(a) and will be subject to the requirements of Section 5.04 with respect to spousal consent. The election must specify the Eligible Retirement Plan to whom the distribution is to be paid. In the case of a Direct Rollover to an Eligible Retirement Plan other than an individual retirement plan, the Fund Manager may require the person making the election, as a condition of completing the election, to provide the Fund Manager with a written statement from the plan to whom the distribution is to be paid saying that it is willing to accept the distribution.
- (K) Election Applies to Subsequent Eligible Rollover Distributions. An election to make a Direct Rollover will apply to all subsequent payments that are part of an Eligible Rollover Distribution unless the person making the election delivers written notice to the Fund Manager of a desire to change the election prior to any subsequent payment to which the change is to apply.

- (L) Partial Rollovers. The Plan will permit a person making a Direct Rollover election to make a rollover of part of the Individual Account to an Eligible Retirement Plan and have the remainder of the Individual Account paid to the person making the election. A partial distribution must be in amount not less than \$500. Only one Direct Rollover will be permitted for each Eligible Rollover Distribution.
- (M) No Requirement to Accept Rollovers. The Fund Manager will not accept Direct Rollovers from any other plan except upon the direction of the Board of Trustees. The decision to accept Direct Rollovers in any instance shall be within the sole discretion of the Trustees, and the decision to accept rollovers in any instance may be terminated at any time. Rollovers will not be accepted in any case for a person who is not a Participant in this Plan prior to the date of the rollover. If accepted, rollovers must be in the form of cash.
- (N) Liabilities Not Transferred With Rollovers. No rollover is to be interpreted as a transfer of assets and liabilities. This Plan assumes no responsibility for the obligations of any other plan from which a Direct Rollover may be accepted other than to apply the amount of the rollover to the Individual Account of the Participant in whose interest the rollover is made. Similarly, acceptance of a rollover does not obligate this Plan to provide the same benefit options as the plan that made the rollover.
- (O) Rollovers By Non-Spouse Beneficiaries to Inherited Individual Retirement Plans. If, with respect to any portion of a distribution from the individual account of a deceased Participant, a direct trustee-to-trustee transfer is made to an individual retirement plan (as described in Section 402(c) (8)(B) of the Code) established for the purposes of receiving the distribution on behalf of an individual who is a properly designated beneficiary (as defined by Section 401 (a)(9)(E) of the Code) of the Participant and who is not the surviving spouse of the Participant, such transfer shall be treated as an eligible rollover distribution for purposes of this sub-section. The individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity.

ARTICLE 10

INVESTMENT AND MISCELLANEOUS PROVISIONS

SECTION 10.01 POWER OF TRUSTEES TO INVEST OR DELEGATE INVESTMENT OF PLAN ASSETS

- (A) The Trustees of the Plan are authorized to invest the Trust assets subject to limitations in the Trust Agreement and limitations imposed by applicable law. The investment functions may be delegated by the Trustees, in whole or in part, to a qualified investment advisor to the extent provided in the Trust Agreement. The Trustees may establish procedures by which Participants may elect among one or more portfolio options created and managed by a qualified investment advisor to whom investment authority has been delegated. Notwithstanding such elections, the qualified investment advisor shall determine the diversification and quality of investments in each portfolio in its sole discretion, consistent with the funding policy of the Trustees. Such procedures shall include the frequency of such elections, which shall not permit an election more often than once per quarter.
- (B) If the Plan offers Participants the opportunity of selecting from multiple investment options, and one of the options is a balanced fund of equity and fixed income securities, and any portion of a Participant's Individual Account is invested in an investment option other than the balanced fund when it is determined to the satisfaction of the Board of Trustees that a Participant or Beneficiary is unable to care for his affairs because of mental or physical incapacity, or is a minor for whom the Trust has not received an order of a court of competent jurisdiction appointing a legal guardian of the, minor Beneficiary's estate, and

payment of funds is withheld pursuant to section 7.08 of the Plan, the funds withheld shall be invested in the balanced fund. Any transfer of funds among investment options pursuant to this section shall take place on the next election date of the Plan (the date on which Participants may elect to reallocate investment of their Individual Accounts), where it will remain until it is distributed pursuant to the provisions of the Plan. This section will only apply if the disability preventing the Pensioner or Beneficiary from receiving the distribution is not expected to be relieved within twelve months.

SECTION 10.02 SEGREGATION OF PLAN ASSETS

The contributions to this Money Purchase Pension Plan will be segregated from contributions made to this Trust on behalf of any other pension plan. The assets of the Plan are to be administered, maintained, invested, and handled for the sole and exclusive benefit of the Participants and their Beneficiaries. Other than the lawful refund of money paid by an Employer by mistake in fact or law, paid within the time limits prescribed by law, there will be no reversion of any of the assets of this Plan to any Contributing Employer.

SECTION 10.03 PAYMENTS ARE LIMITED TO FUND ASSETS

- (A) The Trustees, the Trust, any Employer, the Union and the Association have not in any way guaranteed the Trust Fund against loss or depreciation, nor have any of the above guaranteed any payment to any person. Nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make Contributions as stipulated in its Collective Bargaining Agreement with the Union.
- (B) There will be no liability upon the Trustees, individually or collectively, or upon the Union, the Association or the respective Employers to provide the benefits established by this Money Purchase Pension Plan if the Pension Trust does not have assets to make the payments.

SECTION 10.04 REQUIREMENT OF IRS APPROVAL

This Plan is contingent and subject to obtaining initial approval by the District Director of Internal Revenue as may be necessary from time to time to establish the qualification for income tax purposes pursuant to Code Section 401 and as may be necessary to qualify for tax exemption under other applicable provisions of the Internal Revenue Code and ERISA, as amended. Any modification or amendment of this Plan will be made as necessary or appropriate to initially qualify or maintain qualification of the Plan.

SECTION 10.05 SEPARABILITY OF PROVISIONS

In the event any provision of the Plan is held illegal or invalid for any reason, said illegality or invalidity will not affect the remaining parts of the Plan, but this instrument will be construed and enforced as if said provision had never been included.

SECTION 10.06 GOVERNING LAW

This Plan and the portions of the Trust applicable to this Plan will be construed, administered and governed in all respects under and by ERISA and applicable federal law. The Plan will be construed, administered and governed by the laws of the State of California only to the extent applicable and where not in conflict with or preempted by applicable federal laws or regulations. If any provision is susceptible to more than one interpretation, it shall be interpreted in a manner that is consistent with the Plan and Trust being a qualified Employee Pension Benefit Plan as defined in ERISA.

SECTION 10.07 HEADINGS

Headings in this instrument are inserted for convenience of reference only. They constitute no part of this Plan.

SECTION 10.08 SINGULAR INCLUDES PLURAL, ETC.

Whenever appropriate, words used herein in the singular may include the plural, or the plural may be read as the singular, and the masculine may include the feminine.

ARTICLE 11

AMENDMENT, MERGER AND TERMINATION

SECTION 11.01 TRUSTEES' POWER TO AMEND PLAN

- (A) This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement. However, no amendment (including a change in the actuarial basis for determining optional or early retirement benefits) may decrease the accrued benefit of any Participant, except:
- (1) As necessary to establish or maintain the qualification of the Plan or Trust Fund under the Internal Revenue Code and to maintain compliance of the Plan with requirements of ERISA, or
 - (2) If the amendment meets the requirements of Section 302(c)(8) of ERISA and Code Section 412(c)(8), and the Secretary of Labor has been notified of the amendment and has either approved of it, or, within 90 days after the date on which notice was filed, the Secretary failed to disapprove.

Furthermore, no amendment to the Plan will have the effect of decreasing a Participant's vested interest determined without regard to the amendment as of the later of the date the amendment is adopted, or the date it becomes effective. A Participant's Individual Account may be reduced, however, as a result of the valuation performed under Article 2.

- (B) An amendment may not change the schedule on the basis of which a Participant acquires a nonforfeitable right, unless each Participant who has at least three Years of Credited Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving a nonforfeitable right on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following dates:
- (1) When the amendment was adopted,
 - (2) When the amendment became effective, or
 - (3) When the Participant was given written notice of the amendment.
- (C) Notwithstanding any provision in this Article 11 to the contrary, effective June 7, 2001, an amendment may not reduce the rate of future benefit accruals, or eliminate or significantly reduce early retirement benefits or retirement-type subsidies, unless written notice is provided to all individuals whose rate of future benefit accrual under the Plan may reasonably be expected to be significantly reduced by such plan amendment. The notice must be made within a reasonable time before the effective date of the plan amendment and must include sufficient information that would enable the individual to understand the impact of the plan amendment on his or her benefits.

- (D) For purposes of this section, a Plan amendment that has the effect of eliminating or reducing an optional form of benefit, with respect to benefits attributable to service prior to the amendment, will be treated as reducing accrued benefits. In the case of a retirement subsidy, the preceding sentence will apply only with respect to a Participant who satisfied (either prior to or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement subsidy is a subsidy that continues after retirement, but does not include a disability benefit, a medical benefit, or a death benefit.
- (E) For purposes of this section, the term "Year of Credited Service" means a 12-consecutive month computation period during which the Employee completes at least 1,000 Hours of Service.

SECTION 11.02 MERGER OF PLANS

- (A) Application. The following shall apply in the case of any merger or consolidation of the Plan with, or transfer, in whole or in part, of the assets and liabilities of the Plan to any other pension plan. This Section 11.02 does not apply to transfers of Contributions under the Electrical Industry Pension Reciprocal Agreement, consolidation of individual accounts under Section 2.15, or Eligible Rollover Distributions subject to Section 9.07.
- (B) Benefits Following Merger. The amount of benefit that a Participant will be entitled to receive upon a termination of the Plan immediately after the merger, consolidation, or transfer in whole or in part, of the assets and liabilities of the Plan to any other pension plan will be no less than the benefit the Participant would have been entitled to receive immediately prior to the merger, consolidation, or transfer if the Plan had then been terminated. In addition, Participants who had a vested right in an account balance under a qualified pension plan that is merged with, consolidated or transferred, in whole or in part, with this Plan will be entitled to exercise the same benefit options as were available under their prior plan to the extent of their account balances under that prior plan (or a lesser amount, if the account balance declines due to investment losses or other charges to the account) as of the date of the merger, consolidation or transfer. Benefits based on contributions and earnings in excess of that balance will be determined under this Plan.

SECTION 11.03 TERMINATION OF THE PLAN

- (A) Right to Terminate. If not precluded by the terms of the Collective Bargaining Agreement, the Trustees will have the right to discontinue or terminate this Plan in whole or in part. The rights of all affected Participants and former Participants in their Individual Accounts will be nonforfeitable.
- (B) Providing for Trust Expenses. The assets remaining upon termination of the Plan will be distributed among the Participants after providing for the expenses of the Plan and Plan termination.
- (C) Distribution of Individual Accounts. Each Participant will receive the balance in the Individual Deductible Voluntary Contribution Account and Non-Deductible Voluntary Contribution Account. The balance of assets will be distributed among Participants, and each Participant will receive that part of the total remaining assets in the same ratio as the Individual Account bears to the aggregate amount of the Individual Accounts of all Participants.
- (D) No Reversion of Assets. No part of the assets will be returned to any Employer.
- (E) Establishment of Reserve Fund. In the event that a Participant cannot be located and no claim is made by him for payment of the Individual Account within ninety (90) days following the sending of notice by registered mail to the Participant's last known address the Trustees may in their discretion to the extent permitted by law, attempt to purchase a commercial annuity contract for the benefit of the Participant. If the Trustees are unable to purchase a commercial annuity contract, they may, in their discretion, to the

extent permitted by law, allocate the share of the Participant or Participants who cannot be located to a reserve fund. The reserve fund will be maintained by the IBEW Local 595 Pension Trust for a period of five (5) years. Any claim of a Participant submitted during the five (5) year period will be paid in the same amount as if the distribution had been made at the date payment was made to known Participants upon termination of the Plan. Provided, that the expenses of maintaining the reserve fund may be first deducted from the balance of monies in the reserve fund, in which case, if the assets remaining after payment of expenses are insufficient to pay the Individual Accounts, the remaining assets will be allocated ratably among the remaining Individual Accounts.

- (F) Distribution of Unpaid Amounts. Upon expiration of said five (5) year period, if the Participant has not during said period made claim to the amount due to him or her in the reserve fund, the share, less any expenses incurred in maintaining the portion of the reserve fund, accounting therefor, and mailing distributions thereof as provided herein, attributable to the amount otherwise due to the Participant, is hereby declared forfeited and shall be distributed ratably on the basis of the relative amount of the Individual Accounts in each of the Individual Accounts immediately prior to Termination. If the amount is insufficient to cover the costs of an accounting and pro rata distribution of the reserve fund, the amount will be retained by the IBEW Local 595 Pension Trust as part of the assets of the Trust and allocated to the IBEW Local 595 Pension Plan. This form of distribution will only be permitted if consistent with applicable law or regulations in effect at the time of termination.

ARTICLE 12

EFFECTIVE DATES

Except where expressly stated to the contrary, the effective date of this Fifth Amended and Revised Money Purchase Pension Plan shall be January 1, 2015.

The undersigned hereby certify that the Fifth Amended and Revised Money Purchase Pension Plan for the IBEW Local 595 Pension Trust was adopted by the Board of Trustees in writing on January 27, 2015.

Executed: Daniel O. Chuello
Co-Chairperson

Executed: Gregory J. Amato
Co-Chairperson

APPENDIX A

Electrical Industry Pension Reciprocal Agreement

The Electrical Industry Pension Reciprocal Agreement ("Reciprocal Agreement") is mentioned in several places in the Pension Plan. The Reciprocal Agreement is a vehicle for portability of pension contributions in the unionized electrical industry. It is not, however, a part of the Pension Plan, and it may be amended from time to time without action of the Trustees. Its text is provided here for informational purposes only.

This ELECTRICAL INDUSTRY PENSION RECIPROCAL AGREEMENT is entered into by the trustees of defined benefit and defined contribution pension funds which provide pension benefits for employees in the electrical construction industry who are represented for the purpose of collective bargaining by one or more local unions affiliated with the International Brotherhood of Electrical Workers (IBEW).

WITNESSETH:

WHEREAS, many employees in the electrical construction industry may be employed from time to time in the jurisdiction of different IBEW affiliated local unions and have employer contributions made to different pension funds; and

WHEREAS, due to this division of contributions among different pension funds, many employees may lose pension benefits or may not be able to accumulate all benefits in one pension fund; and

WHEREAS, this loss could be avoided by a reciprocal arrangement among electrical industry pension funds whereby employees could choose to have monies transferred and accumulated in a home pension fund; and

WHEREAS, the trustees of each pension fund signatory hereto believe that such reciprocity would greatly promote the interests and well-being of the fund's participants;

NOW, THEREFORE, the trustees of each signatory fund adopt the ELECTRICAL INDUSTRY PENSION RECIPROCAL AGREEMENT and, in consideration of the mutual promises among the signatory funds, agree as follows:

DEFINITIONS AND EFFECTIVE DATE

SECTION 1. DEFINITIONS

Wherever capitalized in this Agreement, the following words shall have the meaning indicated:

- a. **Agreement:** The Electrical Industry Pension Reciprocal Agreement.
- b. **Participating Fund:** A jointly administered pension fund which is a defined contribution plan (as described in Title 1, Section 3, Paragraph (34) of ERISA) or a defined benefit plan (as defined in Title 1, Section 3, Paragraph (35) of ERISA) which is signatory to this Agreement and covers employment within the jurisdiction of an IBEW local union.
- c. **Home Fund or Funds:** An employee's Home Fund(s) shall be determined as follows:

- (i) The Participating Fund or Funds in which the employee is a participant or has credited service and which is operative with the jurisdiction of the IBEW local union of which the employee is a member; or
 - (ii) If the employee is not a member of an IBEW local union, the employee's IBEX local union does not have a pension fund, or the employee is not a participant in or has credited service in his local union's fund, then his Home Fund will be the Participating Fund or Funds in which he currently is a participant or has credited service at the time he files an authorization form requesting reciprocity.
- d. **Employer Contributions or Contributions:** The payment which an employer is required by the terms of a collective bargaining agreement to make to a Participating Fund for the purpose of providing a plan of benefits for employees.
 - e. **Permanent Employee:** An employee employed within the jurisdiction of the IBEW local union of which he is a member or within the jurisdiction of his Home Fund.
 - f. **Temporary Employee:** An employee employed temporarily outside the jurisdiction of his Home Fund and within the jurisdiction of another Participating Fund. However, if an employee is a member of an IBEW local union and is a participant or has credited service in the pension fund of that local union, the employee will not be covered by the terms of this Agreement unless such fund is signatory to this Agreement.
 - g. **Monies:** An amount equivalent to the Contributions received by a Participating Fund on behalf of a Temporary Employee.
 - h. **Reciprocal Administrative Office:** The international Office of the IBEX shall be the Reciprocal Administrative Office. All correspondence shall be addressed to:

RECIPROCAL ADMINISTRATOR
IBEW
1125 15th Street, N.W.
Washington, D.C. 20005

- i. **ERISA:** The Employee Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. Sec. 1001, et seq., as amended, and the rules and regulations established pursuant to the Act.

SECTION 2. EFFECTIVE DATE AND PARTIES TO AGREEMENT

Any pension fund desiring to become party to this Agreement shall so notify the Reciprocal Administrative Office by sending a copy of a properly adopted and signed Agreement to the Reciprocal Administrative Office by certified mail. The effective date of this Agreement as to such a Fund shall be the first day of the month following the date the above described copy is received by the Reciprocal Administrative Office. The date this Agreement becomes operative as between any two Participating Funds shall be the effective date of this Agreement for each such Fund if they are the same, or the later of the two effective dates if they are not the same. Each Participating Fund which becomes a party to this Agreement is entering into this Agreement as of the appropriate effective date with all other present and future Participating Funds. No party shall be obligated to transfer any Monies received prior to its effective date under this Agreement.

ADMINISTRATION

SECTION 3. FUNCTIONS OF THE RECIPROCAL ADMINISTRATIVE OFFICE

The Reciprocal Administrative Office shall be responsible for receiving signed Agreements and notifications of termination from Participating Funds. The Reciprocal Administrative Office shall also prepare all approved forms, prepare and circulate proposed amendments to the Agreement and determine when an amendment has passed, maintain a listing of current Participating Funds, forward all material to Participating Funds, and assist Participating Funds in whatever manner possible consistent with this Agreement. It is expressly understood and agreed that the functions of the Reciprocal Administrative Office are ministerial in nature, serving primarily as a clearinghouse for the exchange of information and approved forms, and the Reciprocal Administrative Office has no discretionary authority or responsibility over the administration, control, or assets of any fund which participates in this Agreement.

SECTION 4. EXCHANGE OF INFORMATION

Each Participating Fund agrees to cooperate in the exchange of relevant information and shall comply promptly with a reasonable written request of the Reciprocal Administrative Office for information or data necessary to carry out this Agreement. Each Participating Fund shall keep the Reciprocal Administrative Office advised of its current contribution rate and supply it with a current copy of the Participating Fund's summary plan description, Employer Identification Number and Plan Number. Each Participating Fund shall place notice of its participation in this Agreement in its summary plan description as soon as practical after becoming signatory to the Agreement.

SECTION 5. ACTIONS NECESSARY TO IMPLEMENT AGREEMENT

The trustees of each Participating Fund agree to take all actions, including amendments to plan documents and the establishment of new practices or procedures, necessary to fully implement this Agreement.

OPERATION OF RECIPROCAL AGREEMENT

SECTION 6. HOW TEMPORARY EMPLOYEE ELECTS RECIPROCITY

If a Temporary Employee is employed within the area of a Participating Fund, he may file a request with the Participating Fund to have an amount of money equal to the Contributions made on his behalf transferred to his Home Fund. Such a request submitted by a Temporary Employee must meet the following requirements:

- a. It must be on an approved authorization form and signed by the Temporary Employee; and
- b. It shall release the trustees of the Participating Fund from any claim, by the employee or anyone making claim through him, based on the Contributions made after such authorization.

SECTION 7. EFFECT OF ELECTION ON PARTICIPATING FUND

When a Participating Fund receives a properly completed request for a transfer of Monies to a Temporary Employee's Home Fund, it shall keep a separate account of the collections of Employer Contributions due for the work of the Temporary Employee. The Participating Fund shall transfer to the Temporary Employee's Home Fund an amount of money equal to the Contributions received on behalf of the Temporary Employee for work performed from the first day of the month in which the signed authorization form is received by either the administrator of the Participating Fund or by a person designated by the Participating Fund to receive such authorization forms. An earlier effective date for the transfer of Monies may be established by the trustees of a Participating Fund.

SECTION 8. AMOUNT TRANSFERRED TO HOME FUND

The Participating Fund shall transfer to the Temporary Employee's Home Fund an amount of money equal to all Contributions received. There shall be no administrative fee charged by a Participating Fund for the transfer or for any other reason, except as authorized by an amendment to this Plan pursuant to the provisions of Section 23 of this Agreement.

SECTION 9. IDENTIFICATION OF HOME FUND TO RECEIVE TRANSFERS

If the Temporary Employee has two Home Funds, a defined benefit fund and a defined contribution fund, the Participating Fund shall transfer all Monies to whichever Home Fund is the same type as the Participating Fund (defined benefit to defined benefit -- defined contribution to defined contribution).

If the Temporary Employee has only one Home Fund, the Participating Fund or Funds shall transfer all Monies to that Fund.

SECTION 10. TIME OF TRANSFER

The initial transfer of Monies by a Participating Fund to the Temporary Employee's Home Fund shall be made as soon as feasible, but not later than sixty (60) days following receipt of the authorization form. Subsequent transfers of Monies to the Home Fund shall be made on at least a monthly basis.

SECTION 11. INFORMATION SUBMITTED WITH TRANSFER

Each Participating Fund shall, at the time of making the monthly transfer, submit to the Home Fund a report which shall include the following information for each Temporary Employee:

- a. Name;
- b. Social Security Number;
- c. Number of hours contributed for in the month; and
- d. The total Monies being transferred.

SECTION 12. EFFECT OF TRANSFERS ON PBGC PREMIUM

For purposes of the Pension Benefit Guaranty Corporation (PBGC), the Temporary Employee shall not be considered a Participant in the Participating Fund if Monies are transferred to the Temporary Employee's Home Fund.

SECTION 13. HOW TEMPORARY EMPLOYEE STOPS TRANSFERS

Should a Temporary Employee desire to stop the transfer of Monies from a Participating Fund to his Home Fund, he must request such in writing. Such a request shall become effective on the last day of the month in which it is received by the administrator of the Participating Fund. A copy of such request must be sent to the Temporary Employee's Home Fund by the Participating Fund. A Temporary Employee who files a request for a cessation of the transfer of Monies shall not be eligible to select a new Home Fund and have money transferred pursuant to this Agreement, so long as he works in the area of the Participating Fund to which he requested a cessation of the transfer of Monies.

SECTION 14. WHEN RECIPROCITY IS NOT IN EFFECT

Where a Participating Fund receives Contributions for a Temporary Employee, such Contributions shall not be transferred, but shall be applied in accordance with the Participating Fund's provisions, if:

- a. The Temporary Employee has not completed and filed an authorization form, as provided in Section 6;
- b. Ninety (90) days have passed since an authorization form was completed by the Temporary Employee without Contributions being received on his behalf, except where the lapse is due to an employer delinquency; or
- c. No Home Fund has been established by the Temporary Employee under this Agreement.

SECTION 15. TREATMENT OF MONIES RECEIVED BY HOME FUND

All Monies forwarded pursuant to this Agreement to the trustees of the Home Fund of a Temporary Employee shall be treated as the equivalent of Contributions to that Home Fund and shall be applied in accordance with said Home Fund's provisions. Neither the Participating Fund nor its trustees forwarding Monies to the Home Fund shall have any responsibility for the application of the Monies by the Home Fund.

SECTION 16. CREDITING SERVICE IN HOME FUND

The manner of crediting Monies and hours received by a Home Fund on behalf of its participants temporarily employed elsewhere shall be as follows:

- a. Vesting Service — All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted as vesting service by the Home Fund on an hour-for-hour basis, as required by ERISA. However, if the same hours are reported by more than one Participating Fund the Home Fund shall not be required to credit such hours more than once. A year of vesting service shall be whatever each plan decides, so long as it meets the requirements of ERISA.
- b. Benefit Accrual — All hours worked in any Participating Fund for which Monies are transferred pursuant to this Agreement shall be counted for benefit accrual purposes by the Home Fund on an equitable basis, considering the relationship between the contribution rate in the Participating Fund and the contribution rate in the Home Fund. For example, the benefit accrual rate for each hour for which Monies are transferred may be proportional to the Home Fund's regular benefit accrual rate based on the relationship between the Home Fund contribution rate and the contribution rate received from the Participating Fund. Where benefit accrual is not based on hours but on the amount of contributions received on a Participant's behalf, all Monies transferred shall be credited to his account for benefit accrual purposes.

SECTION 17. LIABILITY FOR CONTRIBUTIONS

No Participating Fund shall be liable to any other Participating Fund for any sum whatsoever except to the extent Contributions made on Temporary Employees are in fact collected. All Participating Funds shall make every reasonable effort to collect all Contributions due, as required by ERISA. The trustees of each Participating Fund agree to cause investigation to be made upon request of the trustees of any other Participating Fund to determine whether Contributions as required have been made on behalf of Temporary Employees. However, a Temporary Employee's Home Fund shall have not responsibility to take any action to enforce the terms of any collective bargaining agreement requiring Contributions to another Participating Fund.

SECTION 18. EMPLOYER LIMITATION

No employer shall be considered a contributing employer in any Participating Fund or Funds other than the Fund or Funds to which he is bound to contribute pursuant to the terms of a collective bargaining agreement which he has signed or assented to.

SECTION 19. WAIVER OF LIABILITY

It is expressly understood and agreed that none of the Participating Funds assumes any of the liabilities or obligations of the other Participating Funds. Each Participating Fund shall be liable solely and exclusively for pension benefits due under its own plan. No Participating Fund shall be liable for the acts or omissions of another Participating Fund.

SECTION 20. NO IBEW LIABILITY

Neither the IBEW nor its officers, employees or agents shall in any way be responsible or liable for the payment of benefits, the transfer of Monies, the accuracy of reports, or for any acts and omissions of any Participating Fund; nor shall they have any financial or legal liability with regard to transactions between Participating Funds pursuant to this Agreement or its administration.

SECTION 21. ACCEPTANCE OF WRITTEN DOCUMENTS

The trustees of Participating Funds shall be fully protected in acting upon any instrument, certificate, report, or paper believed by them to be genuine; and the trustees of each Participating Fund shall be under no duty to make any investigation or inquiry as to any statement in any such writing or as to the authority of the person making such statement, but may accept the same as conclusive evidence of the accuracy of the statement contained therein and the authority to make it.

OTHER PROVISIONS

SECTION 22. EFFECT ON OTHER RECIPROCAL AGREEMENTS

This Agreement shall supersede any existing or future "money-follows-the-man" type of reciprocal agreement in effect between two or more Participating Funds requiring transfers of money to a Home Fund.

SECTION 23. AMENDMENT PROCEDURES

This Agreement may be amended at any time by the written approval of a proposed amendment by a simple majority of all Participating Funds. The Reciprocal Administrative Office shall prepare and circulate proposed amendments, tabulate all votes on amendments, and report the results to the Participating Funds.

SECTION 24. PLAN TERMINATION OR LOSS OF TAX-EXEMPT STATUS

In the event a Participating Fund shall terminate its plan or lose its tax-exempt status, its participation in this Agreement shall automatically terminate. It shall be the responsibility of that Fund to notify the Reciprocal Administrative Office of said termination or loss of tax-exempt status. Notice in writing, by certified mail, shall be given prior to or immediately following the date of either occurrence.

SECTION 25. TERMINATION OF RECIPROCAL AGREEMENT

Any Participating Fund may terminate its participation in this Agreement by giving written notice, by certified mail, to the Reciprocal Administrative Office if the notice is received at least one hundred and eighty (180) days prior to the end of

any calendar year. In such event, termination shall become effective with respect to Contributions attributable to work performed in the calendar year during which such notice of termination is given.

SECTION 26. RESOLUTION OF DISPUTES

Any dispute, disagreement, or question between Participating Funds arising out of this Agreement shall first be referred to the Reciprocal Administrative Office and notice shall be given to any other parties to the dispute. If the dispute is not satisfactorily resolved within sixty (60) days from the time notice thereof shall have been given to all parties, it may be submitted to an arbitrator, if requested in writing by either party, for binding determination. The arbitrator, the time and the location of the arbitration hearing may be selected by mutual agreement by the Participating Funds who are parties to the dispute, or, in the event that the disputing parties cannot mutually agree on the selection of an arbitrator, the time, and the location of the hearing, either party may request in writing that the Reciprocal Administrative Office select an arbitrator, the time, and the location of the hearings. Should a party not be present before the arbitrator at the time and location so determined, the hearing nevertheless shall proceed and an award be made. The expense of the arbitration shall be borne equally by the parties. The award of the arbitrator shall be final, binding, and conclusive upon the parties to the dispute and it may be enforced in any court of competent jurisdiction, including the United States court or state court in and for the district or county within which such award was made. The arbitrator shall not have the authority to modify or amend this Agreement.

Any notice given pursuant to this Section must be mailed to the regular post office address of the Participating Fund to which it is sent, by certified mail, return receipt requested, and a copy sent to the Reciprocal Administrative Office.

SECTION 27. SEPARABILITY

In the event that any of the provisions of this Agreement shall be adjudicated invalid or unenforceable, such adjudication shall not affect or impair the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

SECTION 28. APPLICABLE LAW

This Agreement shall be construed and enforced according to federal law and, where not preempted by federal law, the laws of the District of Columbia.

APPENDIX B

PROCEDURES FOR DETERMINING THE QUALIFIED STATUS OF DOMESTIC RELATIONS ORDERS AND ADMINISTERING DOMESTIC RELATIONS ORDERS DISTRIBUTIONS UNDER SUCH ORDERS

Pursuant to the Employee Retirement Income Security Act, as amended by the Retirement Equity Act of 1984 ("ERISA"), the Board of Trustees of the IBEW Local 595 Pension Trust adopts these rules and procedures for determining the qualified status of domestic relations orders and administering distributions under such orders which affect the interest of Plan Participants in the IBEW Local 595 Pension Plan ("Pension Plan") and the IBEW Local 595 Money Purchase Pension Plan ("Money Purchase Plan"). The Trustees shall comply with a Qualified Domestic Relations Order as set forth herein and as required by ERISA. In the event of any conflict between these procedures and the Pension Plan or the Money Purchase Plan, the Plan documents will control.

A) PROCEDURE FOR HANDLING PROPOSED ORDERS OR INQUIRIES

1i) Written Request of Plan Office. Inquiries and/or questions concerning the potential interest of a current or former spouse, child or other Alternate Payee should be made in writing to the Fund Manager at P.O. Box 3420, San Ramon, CA 94583. This includes a request to formally join the Pension Plan in a dissolution/divorce proceeding (i.e. a Joinder Request) and/or submission of any proposed order for review. A Participant or potential Alternate Payee may make a written request to the Fund Manager for a determination of the Participant's interest in either of the Plans, and related information as may be reasonably necessary to prepare a Qualified Domestic Relations Order (QDRO). Absent a joinder, the Administrator may require the requesting party to provide information or evidence reasonably demonstrating that a QDRO is being prepared on behalf of the requester. Alternatively, the Administrator may accept the Participant's written authorization of the release of this information.

Upon written request, the Fund Manager will provide general information on the Plans (e.g., Summary Plan Descriptions or Plan documents).

2) Trust Counsel Review. The Fund Manager will forward to Trust legal counsel any Joinder Request, proposed order and any related correspondence or information relating to a pending dissolution or support order. The Plan's referral to Trust counsel shall include information on the Participant's accrued benefit in the Pension Plan and the Money Purchase Plan Individual Account balance as of the most recent valuation date.

Trust counsel will be responsible for responding to Joinder Requests with the appropriate court, and for contacting the Participant and Alternate Payee (or their attorneys) regarding the Joinder Request, proposed order, or file-endorsed order. Trust counsel will make the determination on behalf of the Trust as to whether an order is a Qualified Domestic Relations Order (QDRO) as defined in ERISA. It is not necessary for the Trust to be a signatory to any such Order. Trust counsel will notify the parties and the Fund Manager if an order is a QDRO.

Trust counsel will also provide Participants, potential Alternate Payees, and Beneficiaries with a copy of these procedures and a sample order, as circumstances require. The Participant, potential Alternate Payee and Beneficiaries are responsible for providing the Plan with a current mailing address.

3) Submission of Certified Copy of Order. Even though Trust counsel may have approved of a proposed order, the Plans may not follow such proposed order until the Plans receive a copy of the file-endorsed order (i.e., signed or stamped by the Judge and filed with the Court Clerk). Thus, parties should submit to the Fund Manager such a final order immediately after Court approval. Trust counsel will then review the file-endorsed order and confirm in writing whether the order is a QDRO, based on the Plan's general standards.

4) Joinder Request. If, upon serving the Trust with a Joinder Request relating to a dissolution or other action between a Participant and his or her spouse, a potential Alternate Payee or Participant indicates that he or she seeks to restrain benefit payments to the Participant while the Alternate Payee's interest is being determined, the Trust will withhold, fifty percent (50%) of the Participant's interest that is attributable to contributions made during the term of the marriage as follows:

- a) For a reasonable period prior to the date that the Participant becomes eligible to receive benefits distributions, to allow time for the parties to prepare and submit a QDRO;
- b) If the Participant is eligible to receive benefit payments from the Money Purchase Pension Plan, the Trust may withhold the potential Alternate Payee's interest for eighteen (18) months after benefits potentially due to the Participant become payable, to allow time for the parties to prepare and submit a QDRO. This period may be extended with an applicable court order while the action described above is pending;
- c) If the Participant is eligible to receive benefit payments from the defined benefit Pension Plan, the Trust may continue to make benefit payments as such payments become due, less any amount potentially due to the Alternate Payee for eighteen (18) months, to allow the parties to prepare and submit a QDRO. At the end of the eighteen month period if a valid QDRO has not been produced any amounts withheld by the Pension Plan for potential payment to the Alternate Payee shall be paid to the Participant. If a valid QDRO is produced after the close of the eighteen (18) month withholding period, the benefits payable pursuant to the QDRO will be applied prospectively only.
- d) Alternatively, the Trust may comply with a court order or written agreement by the parties regarding some other formula for withholding or partial distribution to the Participant, while the above action is pending.

5. DROs and Proposed QDROs.

If a Domestic Relations Order (DRO) or proposed QDRO includes a specific amount from either of the Plans in the Trust assignable to the Alternate Payee, the Plans may withhold that amount, rather than the amount stated above.

6. Ambiguous and Silent Domestic Relations Orders that are not QDROs

a) Pension Plan:

Silent orders: If a domestic relations order presented to the Plan is silent, the Trust will pay the benefits to the person or persons who would have been entitled to such amounts if there were no order. A domestic relations order is silent under this provision if it does not reasonably purport to

entitle an Alternate Payee to payment of some portion of the Participant's benefits under the Pension Plan. The Plan has discretion to determine whether the domestic relations order is silent.

Ambiguous Orders: If it is determined that a domestic relations order presented to the Plan is ambiguous, the Plan and Trust counsel will take reasonable actions necessary to comply with their duties under federal law. Such reasonable precautions may include requesting further documentation or court orders from the Participant or potential Alternate Payee; providing the Participant or potential Alternate Payee with these procedures and a sample order; requiring the Participant or Alternate Payee to hold the Plan harmless before receiving benefits; and other similar precautions. The Trust will pay benefits as they become due to the person(s) who would have been entitled to such benefits if there had been no such order. A domestic relations order is ambiguous under this provision if it both (1) does not clearly have the purpose of assigning benefits from the IBEW Local 595 Pension Plan to an Alternate Payee, and (2) is not silent under this provision. A domestic relations order may be ambiguous based on its own contents, or it may be ambiguous due to facts known to the Plan. An ambiguous order is by definition not a QDRO. The Plan has discretion to determine whether the domestic relations order is ambiguous.

b) **Money Purchase Plan:**

Silent orders: If a domestic relations order presented to the Plan is silent with respect to benefits under the IBEW Local 595 Money Purchase Plan, the Trust will pay the benefits to the person or persons who would have been entitled to such amounts if there were no order. A domestic relations order is silent under this provision if it does not reasonably purport to entitle an Alternate Payee to payment of some portion of the Participant's benefits under the Money Purchase Plan. The Plan has discretion to determine whether the domestic relations order is silent.

Ambiguous orders: If it is determined that a domestic relations order presented to the Plan is ambiguous, the Plan and Trust counsel will take reasonable precautions within their duties under federal law, to avoid distributing benefits to the Participant that may be due to the potential Alternate Payee. Such reasonable precautions may include requesting further documentation or court orders from the Participant or potential Alternate Payee; providing the Participant or potential Alternate Payee with these procedures and a sample order; segregating a portion of benefits from the Participant for a reasonable period, ending no later than eighteen (18) months after payments would be required to be made under the Plan if there had been no order; segregating benefits pending litigation; requiring the Participant or Alternate Payee to hold the Plan harmless before receiving benefits; and other similar precautions. The eighteen (18) month period mentioned above begins again each time a new domestic relations order is submitted. A domestic relations order is ambiguous under this provision if it both (1) does not clearly have the purpose of assigning benefits from the IBEW Local 595 Money Purchase Pension Plan to an Alternate Payee, and (2) is not silent under this provision. A domestic relations order may be ambiguous based on its own contents, or it may be ambiguous due to facts known to the Plan. An ambiguous order is by definition not a QDRO. The Plan has discretion to determine whether the domestic relations order is ambiguous.

B) DETERMINING WHETHER ORDER IS A QUALIFIED ORDER

1) Qualified Domestic Relations Order. A Domestic Relations Order (DRO) is a court judgment, decree or order (including approval of a property settlement agreement) that (1) relates to the payment of child support, alimony or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant and (2) is made pursuant to a state domestic relations law. A *proposed* domestic relations order is not a DRO.

Pursuant to federal law, a Domestic Relations Order becomes a *Qualified* Domestic Relations Order (QDRO) if it (1) creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable to a Participant under the Pension and/or Money Purchase Plan, (2) specifies certain information as described in subsection 3 below, (3) does not alter the amount or form of either/both Plans' benefits; and does not purport to waive a benefit or right under the Pension and/or Money Purchase Plan.

2)ii) Compliance with ERISA. The Trustees shall comply with a QDRO as required by ERISA and any lawful regulations issued thereunder.

3) Contents of a Qualified Domestic Relations Order

a) Requirements for Both Plans. For an order to be a QDRO it must clearly specify at least the following information:

- i) Name and last known mailing address of the Participant and of each Alternate Payee covered by the order (social security numbers and dates of birth may be provided under separate cover for privacy purposes);
- ii) The Alternate Payee's amount or share of the Participant's interest in the Plan or a formula for determining such a benefit;
- iii) The correct name of each Plan to which the order applies: "IBEW Local 595 Pension Plan" and/or the "IBEW Local 595 Money Purchase Pension Plan";
- iv) The number of payments or date payments to the Alternate Payee are to commence and terminate (e.g., duration of Alternate Payee's life), if applicable;

b) The order may not:

- i) Require the Plans to provide any type or form of benefit, or any option, not otherwise provided under the Plan;
- ii) Require the Plans to provide increased benefits (determined on the basis of actuarial value); and
- iii) Require the payment of benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO.
- iv) Require any benefits to be paid unless the Participant has a vested benefit under the Plan;

c) Optional provisions for the Pension Plan. Regarding the Pension Plan, the order may specify:

- i) The number of Benefit Units earned during the marriage through December 31, 1993;
- ii) That for the period after December 31, 1993, the benefit is based on the contributions paid on the Participant's behalf, multiplied by the Plan's applicable percentage;
- iii) If the Alternate Payee who is a former spouse is to be considered the Surviving Spouse for purposes of the community property portion of Participant's pension;

d) Optional provisions for the Money Purchase Pension Plan. Regarding the Money Purchase Pension Plan, the order may specify:

- i) The value of the Alternate Payee's share of the Participant's interest in the Participant's Individual Account balance;
- ii) That the Alternate Payee's share will be segregated and an Individual Account established in such Alternate Payee's name;
- iii) That the Alternate Payee's Individual Account, once established, will be entitled to future earnings and appreciation in the value of the assets minus any expenses and depreciation in value of the assets;
- iv) That the Alternate Payee will have total control over the Individual Account established in said Alternate Payee's name, including the right to designate Beneficiaries, to the extent allowed by the benefit option selected;
- v) That the Participant will have total control over the remaining interest in his or her Individual Account in the Plan and that the Alternate Payee will not have any right to the Participant's portion, including as a future Beneficiary before or after the Participant's death (unless the Participant subsequently designates the Alternate Payee as a Beneficiary).

e) Other recommended provisions. The order may contain the following provisions:

i) Address Changes. The order may provide that each party will advise the Plan of any address change;

ii) Date of Marriage and Separation;

iii) Distribution Even If Participant Working. If the Participant works past the Plan's earliest retirement date, the order may provide that the Alternate Payee is entitled to receive his or her portion of the Participant's interest in the Pension Plan at the earliest retirement age or any time thereafter but not later than the earlier of the Participant's benefit commencement date or the Participant's Normal Retirement Date.

iv) Disability. Disability benefits are left to the discretion of the parties. For example, the order must set forth how, if at all, the disability benefits which commence prior to the early retirement age are to be treated; and/or how the disability benefits which exceed the value of early retirement benefits (before normal retirement age) are to be treated.

v) Surviving Spouse Designee. If the Participant dies prior to retirement, the order may provide that the Alternate Payee (if a former Spouse) is to be considered the Surviving Spouse for purposes of the Preretirement Survivor Annuity or any death benefits as to the community property portion of such benefits.

4) Special Rules: Order Affecting Participant Still Working

The Trust shall comply with a QDRO if the Order requires that the benefits of a Participant who has reached retirement age be paid to an Alternate Payee at a time when benefits are not payable to the Participant because the Participant has not yet retired or separated from service.

However, prior to the date when the Participant retires or otherwise begins receiving benefits, the Alternate Payee will not be entitled to receive any subsidized form of benefit or retiree increases to which the Participant may become entitled.

In the absence of specific provisions to the contrary in the QDRO, the benefit of an Alternate Payee who commences receiving benefits prior to the date on which the Participant retires will not be redetermined (i) upon the retirement of the Participant to account for the Alternate Payee's marital property share of any subsidized form of benefit to which the Participant may become entitled as a result of the date of the Participant's retirement, or (ii) to account for the Alternative Payee's marital property share of any benefit increase later approved by the Trustees affecting the value of accrued benefits earned prior to termination of the Participant's marriage.

5)iii) Segregation for Determination Period

Except in the circumstances described below, during the period in which the issue of whether a domestic relations order is a QDRO is being determined (by the Plan Administrator or a court, or otherwise), the Plans will not distribute the amounts that would be payable to the Alternate Payee during such period if the order is determined to be a QDRO.

If a domestic relations order is determined to be a QDRO within eighteen (18) months after the first payment would be required to be made under the QDRO, the Plans are to pay the amounts withheld to the Alternate Payee entitled to receive them.

If the Fund Manager determines that the order is not a QDRO or, after the eighteen (18) month period described above has expired, has not resolved the issue of whether the order is qualified, the withheld amounts may be paid to the Participant and his or her Beneficiary as described in the Plans. Any determination that an order is a QDRO which is made after the close of the eighteen (18) month period described above shall be applied prospectively only.

6) Waiver of Entitlement to Alternate Payee Benefits

Any attempt to by a potential Alternate Payee or Alternate Payee to waive any portion of a benefit conferred upon him or her by a Domestic Relations Order must be provided to the Plan in the form of an amended Domestic Relations Order. The Pension Plan and the Money Purchase Pension Plan will not accept such waivers contained in a Qualified Domestic Relations Order or any other written document unless in the form of a Domestic Relations Order.

7) Lump Sum Distribution/Age 70 1/2 Requirement

If the Participant or Alternate Payee is entitled to a benefit from the Pension Plan with an actuarial present value of \$5,000 or less, and he or she requests such a distribution, the Trustees shall pay the benefit in one lump-sum distribution.

Notwithstanding any provision in the order, benefits will commence being paid to the Alternate Payee (who is a former spouse) no later than the required commencement date of the Participant. Generally, the required commencement date of the Participant is the first day of April of the Calendar Year following the later of:

- (1) the Calendar Year in which the Participant attains age 70 1/2, or
- (2) the Calendar Year in which the Participant elects to retire in accordance with the Plan.

C) NOTICE TO PARTICIPANTS AND ALTERNATE PAYEES OF DOMESTIC RELATIONS ORDER

Within a reasonable period of time after receipt of a domestic relations order affecting a Participant's interest in the Plan, the Trust, through Trust counsel, shall notify the Participant and the Alternate Payee of receipt of the order and the Plan's procedures for determining whether the order is Qualified. It is the responsibility of the Participant and the Alternate Payee to provide the Plan with a current mailing address. The Plan will determine, within a reasonable time after receipt of any such order, whether the order is a QDRO and notify the Participant and the Alternate Payee of the determination.

Domestic relations orders generally result from stipulations or property settlement agreements. If an order is not the product of a stipulated agreement, the Participant or Alternate Payee may object to any initial determination by the Plan that the order is a valid QDRO. To do this, the objecting party must notify the Fund Manager in writing within 60 days after receiving an initial determination that such order is a QDRO, with the specific grounds for the dispute, and must provide court documentation showing that they are taking legal steps to contest the order. If the Participant and/or Alternate Payee fail to so notify the Fund Manager and the Trust's legal counsel within the 60-day period, they will be deemed to have consented to the qualified status of the order.

The respective Plan's claims and appeal procedure applies to a determination whether an order is a QDRO, the interpretation of such an order, and any other related issue.

D) . COSTS AND ATTORNEYS' FEES ASSESSED

The Plan may assess the costs and attorneys' fees incurred in administering the QDRO against the Participant's interest in the IBEW Local 595 Money Purchase Pension Plan to be shared equally by the parties, unless an alternative division is set forth in a QDRO. The amount of such costs and attorney's fees shall be \$400 per QDRO (such fee will include review of draft orders prior to filing with a court).

Such fees and costs shall be deducted from the respective individual's MPP accounts at the time of approval of the QDRO and segregation of the parties' respective interests made to each party, unless a party provides an alternate method of payment approved by the Plan. In the event that a beneficiary receives the benefits in lieu of the Participant or Alternate Payee, the fees and costs will be deducted from the payments made to such beneficiary.

E. MODIFICATION TO THE PROCEDURES FOR ADMINISTERING DOMESTIC RELATIONS ORDERS

The Trustees have the right to amend or modify these Procedures without notice to any party. The Trustees will make available a copy of the amended or modified Procedures to each party of a domestic relations order pending for determination.

APPENDIX C

Procedures for Transfers of Accounts

Many employees in the electrical construction industry have money purchase accounts that were created before reciprocal transfers of monthly benefit contributions were permitted under the Electrical Industry Reciprocal Agreement. Some of the participating employees have individual accounts in defined contribution plans maintained by both the IBEW Local 595 Pension Trust and the retirement plan of one of the local unions affiliated with the International Brotherhood of Electrical Workers (IBEW). Consolidation of accounts would result in a savings to participating employees where their accounts are charged with administrative expenses in more than one pension fund. It would also result in a savings with respect to the cost of purchasing annuities with the account balances on retirement, and provide other benefits and conveniences.

The following conditions are adopted for the interfund transfer of defined contribution plan individual account balances upon the request of participating employees:

SECTION 1.0 DEFINITIONS

SECTION 1.1. "Cooperating Funds" means the IBEW Local 595 Pension Trust and the retirement plan of any local union affiliated with the International Brotherhood of Electrical Workers (IBEW) that is authorized to perform inter- fund transfers in a manner consistent with the conditions of this Appendix C.

SECTION 1.2. "Participant" means a person who has fulfilled the eligibility requirements to commence participation in the defined contribution plans of both of the Cooperating Funds and for whom an individual account has been established in each of those plans.

SECTION 1.3. "Home Plan" means the defined contribution plan maintained by the Participant's Home Fund, as that term is defined in the Electrical Industry Reciprocal Agreement.

SECTION 1.4. "Transferring Plan" means the defined contribution plan from which a Participant requests transfer of an individual account pursuant to an "Election to Transfer."

SECTION 1.5. "Election to Transfer" means a written request to transfer a Participant's account meeting all of the requirements of this Appendix C.

SECTION 1.6. "Trust" means the IBEW Local 595 Money Purchase Pension Trust.

SECTION 2.0 TERMS OF TRANSFERS OF ACCOUNT BALANCES

SECTION 2.1. A Participant in Cooperating Funds may request to transfer the balance of an individual account in the Transferring Plan to the Participant's account in his or her Home Plan at any time in writing to the fund manager of the Transferring Plan. Completion of the transfer shall be subject to the written consent of the Transferring Plan and the Home Plan. However, no such request will be honored after the Participant attains age 70 1/2 or at any other time when the Participant's interest in the Home Plan is subject to the minimum annual distribution requirements of Section 401(a)(9) of the Internal Revenue Code and the implementing regulations.

SECTION 2.2. The Trustees shall provide by rule for a reasonable time in which this Plan shall liquidate assets and complete the transfer, which in any event shall not be more than sixty (60) days following receipt of the consent of the Cooperating Plan and satisfaction of the other conditions for transfer under this Appendix C unless the

Participant expressly consents to a later transfer date. If this Plan is the Transferring Plan, the fund manager shall (1) notify the fund manager of the Participant's Home Plan of an intended transfer; (2) notify the Participant of the consequences of transferring funds prior to the valuation date of the Transferring Fund, including the loss of credit for income accruals; (3) at the time of the transfer, provide the Home Plan with a copy of the complete contribution history for the Participant by plan year so that the Home Plan will have sufficient information to permit it to determine at any time whether it is in compliance with the requirements Of Code Sections 401(a)(26), 410(b) and 415; and (4) provide copies of the Election to Transfer, all consents to the transfer executed by the Participant's Spouse and any party-beneficiary to a Qualified Domestic Relations Order ("QDRO"), and a copy of any QDRO affecting the interest of the Participant.

SECTION 2.3. If this Plan is the Home Plan, the fund manager shall request the fund manager of the Transferring Plan to provide this Plan, at the time of the transfer, with a copy of the complete contribution history for the Participant by plan year so that this Plan will have sufficient information to permit it to determine at any time whether it is in compliance with the requirements of Internal Revenue Code Sections 401(a)(26), 410(b) and 415, copies of all consents to the transfer executed by the Participant's Spouse and any party-beneficiary to a Qualified Domestic Relations Order ("QDRO"), and a copy of any QDRO affecting the interest of the Participant.

SECTION 2.4. All transfers shall be direct interfund transfers of cash by check or wire transfer. No monies will be paid directly to any Participant. Securities may not be transferred.

SECTION 2.5. No more than one account transfer between the same Cooperating Funds will be permitted to a Participant during any five consecutive (5) calendar year period. Partial transfers will not be permitted.

SECTION 2.6. Ali Elections to Transfer qualifying as eligible rollover distributions shall be required to meet the requirements of Section 401(a)(31) and 3405(c) of the Internal Revenue Code and the implementing regulations, including notice and election periods.

SECTION 2.7. There shall be no administrative charge to the Participant to complete the transfer, except that if the Participant requests a wire transfer, the bank charge for the wire transfer may be charged against and deducted from the amount transferred.

SECTION 2.8. The trustees of the Trust may take all actions, including exchanging information and establishing procedures, necessary to implement these provisions.

SECTION 2.9. The Trust shall have no responsibility to a Participant for any loss of income on account of:

- a. The election of a Participant to effect a transfer prior to any valuation date;
- b. The necessity of liquidating any plan assets to complete the transfer;
- c. The result of the funds being in transit, or during a reasonable processing period not exceeding five (5) business days prior to the release of funds by the Transferring Plan or five (5) business days following receipt of funds by the Home Plan; or
- d. The failure of any Cooperating Fund to provide any notice, obtain any consent, or take any other action with respect to the transfer.

SECTION 2.10. If a Participant is married, no transfer will be allowed except with the execution of a spousal consent form according to the rules of the Transferring Fund. If the individual account is subject to a QDRO, the consent of all parties to the proceeding in which the QDRO was issued is required. The Trust may also require, as dictated by the form of the QDRO, that the Participant obtain consent of the issuing court.

SECTION 2.11. If this Plan is the Home Plan, it will have no obligation under any benefit election or beneficiary designation executed by the Participant with a Transferring Plan, whether or not copies of those elections or beneficiary designations are provided by the Transferring Plan. Only elections, waivers and beneficiary designations executed by the Participant directly with the Trust will bind the Trust.

SECTION 2.12. No transfer under these provisions is to be interpreted as a transfer of assets and liabilities. To the extent that this Plan is the Home Plan, the Trust assumes no responsibility for the obligations of a Transferring Plan other than to apply the transferred funds to the individual account of the Participant in whose interest the transfer is made. Similarly, acceptance of a rollover does not obligate the Trust when it is the Home Plan to provide the same benefit options as the Transferring Plan.

SECTION 2.13. The Trust may refuse to accept any Election to Transfer that violates any requirement of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the implementing regulations, or any rule promulgated by the Commissioner of Internal Revenue or the United States Department of Labor.

SECTION 2.14. No transfer will be permitted while the Participant has any outstanding loan secured by the Participant's account in the Transferring Plan, or while the account is subject to any order of attachment, writ of execution, Internal Revenue Service lien, or other legal process.

SECTION 2.15. These provisions are not superseded by, and shall operate notwithstanding, Section 22 of the Electrical Industry Reciprocal Agreement