

**INDIANA STATE COUNCIL OF CARPENTERS  
PENSION FUND PENSION PLAN**

**As Amended and Restated Effective April 1, 2014**

**INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN**  
**AS AMENDED AND RESTATED EFFECTIVE APRIL 1, 2010**

PREFACE.....	1
PREAMBLE .....	1
ARTICLE I DEFINITIONS .....	I-1
SECTION 1 ACCRUED BENEFIT: .....	I-1
SECTION 2 ACTUARIAL PRESENT VALUE:.....	I-1
SECTION 3 BENEFICIARY: .....	I-2
SECTION 4 BREAK IN SERVICE: .....	I-2
SECTION 5 COLLECTIVE BARGAINING AGREEMENT: .....	I-3
SECTION 6 COMPENSATION: .....	I-3
SECTION 7 COVERED SERVICE: .....	I-4
SECTION 8 CREDITED SERVICE: .....	I-5
SECTION 9 EARLY RETIREMENT AGE:.....	I-5
SECTION 10 EMPLOYEE: .....	I-5
SECTION 11 EMPLOYER: .....	I-6
SECTION 12 EMPLOYER CONTRIBUTIONS: .....	I-6
SECTION 13 ERISA: .....	I-6
SECTION 14 GENDER: .....	I-6
SECTION 15 HOUR OF SERVICE: .....	I-6
SECTION 16 MERGER DATE: .....	I-7
SECTION 17 NON-VESTED PARTICIPANT: .....	I-8
SECTION 18 NORMAL RETIREMENT AGE:.....	I-8
SECTION 19 PARTICIPANT: .....	I-8
SECTION 20 PLAN: .....	I-9
SECTION 21 PLAN YEAR: .....	I-9
SECTION 22 PREDECESSOR PLAN: .....	I-9

SECTION 23 QUALIFIED ELECTION:.....	I-9
SECTION 24 RESTATEMENT DATE: .....	I-10
SECTION 25 SPOUSE OR SURVIVING SPOUSE: .....	I-10
SECTION 26 TOTAL DISABILITY: .....	I-10
SECTION 27 TRUST AGREEMENT: .....	I-11
SECTION 28 TRUST FUND: .....	I-11
SECTION 29 TRUSTEES:.....	I-11
SECTION 30 UNION:.....	I-11
SECTION 31 VESTED PARTICIPANT: .....	I-11
SECTION 32 VESTING SERVICE:.....	I-11
SECTION 33 REHABILITATION PLAN:.....	I-11
ARTICLE II NORMAL RETIREMENT BENEFITS .....	II-1
SECTION 1 ELIGIBILITY FOR NORMAL RETIREMENT BENEFITS: .....	II-1
SECTION 2 WHEN PAID: .....	II-1
SECTION 3 COMPUTATION OF NORMAL BENEFITS: .....	II-1
SECTION 4 FUTURE SERVICE CREDIT: .....	II-1
SECTION 5 LATE RETIREMENT BENEFITS: .....	II-3
SECTION 6 SEPARATION FROM COVERED SERVICE: .....	II-3
SECTION 7 SPECIAL BENEFITS:.....	II-3
ARTICLE III EARLY RETIREMENT BENEFITS .....	III-1
SECTION 1 ELIGIBILITY FOR EARLY RETIREMENT BENEFITS: .....	III-1
SECTION 2 COMPUTATION OF EARLY RETIREMENT BENEFITS: .....	III-2
SECTION 3 WHEN PAID: .....	III-3
ARTICLE IV TOTAL DISABILITY BENEFITS .....	IV-1
SECTION 1 ELIGIBILITY AND BENEFIT: .....	IV-1
SECTION 2 WHEN PAID: .....	IV-1

SECTION 3 RECOVERY OF DISABLED PARTICIPANT: .....	IV-1
SECTION 4 TERMINATION OF BENEFITS FOR TOTAL DISABILITY: .....	IV-1
ARTICLE V OPTIONAL FORMS OF RETIREMENT BENEFIT .....	V-1
SECTION 1 ELIGIBILITY FOR OPTIONAL FORMS OF RETIREMENT BENEFITS: .....	V-1
SECTION 2 AMOUNT OF OPTIONAL RETIREMENT BENEFIT: .....	V-1
SECTION 3 OPTIONAL FORMS: .....	V-1
ARTICLE VI 50% QUALIFIED JOINT AND SURVIVOR BENEFIT .....	VI-1
SECTION 1 PREAMBLE: .....	VI-1
SECTION 2 UPON RETIREMENT: .....	VI-1
SECTION 3 BEFORE RETIREMENT: .....	VI-1
SECTION 4 ADDITIONAL CONDITIONS: .....	VI-3
SECTION 5 NOTICE REQUIREMENTS: .....	VI-4
ARTICLE VII DEATH BENEFITS .....	VII-1
SECTION 1 PRE-RETIREMENT DEATH BENEFIT: .....	VII-1
SECTION 2 POST-RETIREMENT DEATH BENEFITS: .....	VII-1
SECTION 3 WHEN PAID: .....	VII-1
SECTION 4 BENEFICIARY DESIGNATION: .....	VII-1
SECTION 5 NO BENEFICIARY DESIGNATION: .....	VII-1
SECTION 6 VESTED STATUS-OR NONFORFEITABILITY: .....	VII-2
ARTICLE VIII ADMINISTRATION OF THE PLAN .....	VIII-1
SECTION 1 RESPONSIBILITY FOR ADMINISTRATION: .....	VIII-1
SECTION 2 PRESERVATION OF BENEFITS: .....	VIII-1
SECTION 3 ONLY RIGHTS SPECIFICALLY GRANTED: .....	VIII-1
SECTION 4 BENEFITS NOT ASSIGNABLE: .....	VIII-1
SECTION 5 BENEFIT PAYMENTS: .....	VIII-2
SECTION 6 VESTED STATUS OR NONFORFEITABILITY: .....	VIII-3

SECTION 7 INFORMATION REQUIRED: .....	VIII-4
SECTION 8 RETIREMENT: .....	VIII-4
SECTION 9 SUSPENSION OF BENEFITS:.....	VIII-4
SECTION 10 BENEFIT PAYMENTS FOLLOWING SUSPENSION:.....	VIII-9
SECTION 11 MENTALLY DISABLED APPLICANT:.....	VIII-10
SECTION 12 LUMP-SUM PAYMENT: .....	VIII-10
SECTION 13 NO EMPLOYER RIGHT TO FUND:.....	VIII-10
SECTION 14 LIMITATION ON BENEFITS:.....	VIII-10
SECTION 15 DIRECT ROLLOVERS OF PLAN DISTRIBUTIONS:.....	VIII-16
SECTION 16 TOP HEAVY PROVISIONS: .....	VIII-18
SECTION 17 OVERPAYMENTS: .....	VIII-22
ARTICLE IX FUNDING OF BENEFITS.....	IX-1
SECTION 1 SOURCE OF CONTRIBUTIONS: .....	IX-1
SECTION 2 BENEFITS LIMITED TO THE CAPACITY OF THE FUND:.....	IX-1
SECTION 3 ACTUARIAL VALUATIONS AND PLAN REVIEW: .....	IX-1
SECTION 4 FUNDING STATUS, BENEFIT LIMITATIONS AND NOTIFICATIONS: .....	IX-1
SECTION 5 FRESH START WITHDRAWAL LIABILITY RULE: .....	IX-1
SECTION 6 FREE LOOK WITHDRAWAL LIABILITY RULE:.....	IX-2
ARTICLE X BENEFIT APPLICATION, ELECTION, AND APPEAL PROCEDURE .....	X-1
SECTION 1 APPLICATIONS: .....	X-1
SECTION 2 RIGHT OF APPEAL: .....	X-1
SECTION 3 TRUSTEES' DISCRETION: .....	X-1
ARTICLE XI AMENDMENTS AND TERMINATION OF THE PENSION PLAN.....	XI-1
SECTION 1 PLAN AMENDMENTS: .....	XI-1
SECTION 2 TERMINATION OF THE PLAN: .....	XI-2
SECTION 3 PROCEDURES IN EVENT OF TERMINATION: .....	XI-2

SECTION 4 LIABILITY OF EMPLOYER UPON TERMINATION:.....	XI-3
SECTION 5 MERGERS AND CONSOLIDATIONS: .....	XI-3
ARTICLE XII PARTIAL PENSIONS .....	XII-1
SECTION 1 PURPOSE:.....	XII-1
SECTION 2 RELATED PENSION CREDITS:.....	XII-1
SECTION 3 COMBINED PENSION CREDITS:.....	XII-1
SECTION 4 TRANSFER OF CONTRIBUTIONS:.....	XII-1
SECTION 5 ELIGIBILITY FOR BENEFITS:.....	XII-2
SECTION 6 ELECTION OF PENSION: .....	XII-2
SECTION 7 PARTIAL PENSION AMOUNT: .....	XII-2
SECTION 8 PAYMENT OF PARTIAL PENSIONS: .....	XII-2
SECTION 9 OTHER BENEFITS: .....	XII-2
SECTION 10 BENEFIT INCREASES: .....	XII-2
SECTION 11 APPLICATION PROCEDURE:.....	XII-3
SECTION 12 BREAKS IN SERVICE:.....	XII-3
ARTICLE XIII TRANSFER OF CONTRIBUTIONS .....	XIII-1
SECTION 1 PURPOSE:.....	XIII-1
SECTION 2 COOPERATING PENSION FUND:.....	XIII-1
SECTION 3 HOME PENSION FUND: .....	XIII-1
SECTION 4 EMPLOYEE AUTHORIZATION: .....	XIII-1
SECTION 5 TRANSFER OF CONTRIBUTIONS:.....	XIII-2
SECTION 6 BREAKS IN SERVICE:.....	XIII-2
SECTION 7 PAYMENT OF PENSION: .....	XIII-2
SECTION 8 COLLECTION OF CONTRIBUTIONS: .....	XIII-2
SECTION 9 CHANGE IN HOME PENSION FUND: .....	XIII-3
ARTICLE XIV DISTRIBUTION REQUIREMENTS.....	XIV-1

SECTION 1 GENERAL DISTRIBUTION REQUIREMENTS: .....	XIV-1
SECTION 2 TIME AND MANNER OF DISTRIBUTION: .....	XIV-1
SECTION 3 DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR: .....	XIV-3
SECTION 4 REQUIREMENTS FOR ANNUITY DISTRIBUTIONS THAT COMMENCE DURING PARTICIPANT'S LIFETIME: .....	XIV-4
SECTION 5 REQUIREMENTS FOR MINIMUM DISTRIBUTIONS AFTER THE PARTICIPANT'S DEATH: .....	XIV-5
SECTION 6 DEFINITIONS: .....	XIV-6
ARTICLE XV ADOPTION OF PLAN .....	XV-1
APPENDIX A - EARLY RETIREMENT REDUCTION FACTORS	
Schedule A - .....	A-1
Schedule B - .....	A-2
Schedule C - .....	A-3
Schedule D - .....	A-4
Schedule E - .....	A-5
Schedule F - .....	A-6
Schedule K - .....	A-7
APPENDIX B - ACTUARIAL FACTORS FOR FORMS OF BENEFIT (Normal Form ten (10) Years Certain Prior to August 1, 2010)	
Schedule C and D .....	B-1
Schedule E .....	B-2
Schedule F - .....	B-3
Schedule G .....	B-4
APPENDIX C - ACTUARIAL FACTORS FOR FORMS OF BENEFIT (Normal Form - Single Life Annuity on and After August 1, 2010) .....	
Conversion Factors On and After August 1, 2010 for:	
(1) Life Annuity to a Certain Life Annuity .....	C-1
(2) Life Annuity to a 50% Joint and Survivor Annuity .....	C-2
(3) Life Annuity to a 66 2/3% Joint and Survivor Annuity .....	C-4
(4) Life Annuity to a 75% Joint and Survivor Annuity .....	C-6
(5) Life Annuity to a 100% Joint and Survivor Annuity .....	C-8

APPENDIX D - ACTUARIAL REDUCTIONS UPON RESUMPTION OF BENEFIT  
PAYMENTS AFTER SUSPENSION .....

Schedule H ..... D-1

APPENDIX E - INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND  
PENSION PLAN REHABILITATION PLAN ADOPTED JUNE 24, 2010

Rehabilitation Plan adopted June 24, 2010 .....E-1

Provisions Amended by Rehabilitation Plan .....E-2



**INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN**  
**AS AMENDED AND RESTATED EFFECTIVE APRIL 1, 2010**

**PREFACE**

WHEREAS, Article XIII, Section 1 of the Indiana State Council of Carpenters Pension Fund Pension Plan (the "Plan") provides that the Plan may be amended by the Board of Trustees in order to meet the requirements of Code sections 401(a) and 501(a) and ERISA to maintain this Plan as a "Qualified Plan" and "Trust", and

WHEREAS, it is the desire of the Trustees to amend the Plan to, among other things, comply with recent changes and guidance under the 2013 Cumulative List of changes in Plan Qualification Requirements (IRS Notice 2013-84), and

WHEREAS, said Plan has been amended from time to time, and

NOW THEREFORE, the Plan shall be amended and restated as follows:

**PREAMBLE**

Effective as of April 1, 1965 the Board of Trustees of Indiana State Council of Carpenters Pension Fund (the "Fund") adopted the Plan and executed an Agreement and Declaration of Trust to provide retirement benefits for its member employees.

After several amendments, the Plan was restated in 1976. The Trustees amended the Plan on several occasions thereafter and again restated it effective April 1, 1989. This instrument again restated the Plan in its entirety to be generally effective as of April 1, 1997.

The Trustees of the Fund amended and restated the Plan to comply with changes to Code section 401(a) as required under the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") effective April 1, 2002 and subsequent legislation, including but not limited to the final Treasury Regulations under Code section 401(a)(9), the final Treasury Regulations under Code section 415 and the Pension Protection Act of 2006 ("PPA").

The Trustees of the Fund now further amend and restate the Plan effective as of April 1, 2014, except for those provisions which explicitly state a different effective date, to reflect the amendments adopted to, among other items, comply with the 2013 Cumulative List of changes in plan qualification requirements (Notice 2013-84). Except as otherwise expressly provided, the terms of the Plan as in effect at the time an individual terminates employment shall be controlling with respect to that individual.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE I DEFINITIONS

SECTION 1 ACCRUED BENEFIT:

The term "Accrued Benefit" shall mean the monthly benefit payable at Normal Retirement Age that has been earned according to the benefit formula in Article II, Section 3.

SECTION 2 ACTUARIAL PRESENT VALUE:

For all benefits not subject to Code section 417(e) and where factors have not been specified or the basis for determining is not otherwise stated, the Actuarial Present Value of a benefit shall be determined using an interest rate of 7% per annum compounded annually and the mortality assumption shall be based on the 1983 Group Annuity Table weighted 50% male and 50% female. Actuarial factors tables are set forth in Appendix B and C. Effective on and after December 31, 2002, the mortality assumption shall be the Mortality Table specified by the Internal Revenue Service in Revenue Ruling 2001-62 (or such mortality table that is subsequently specified by the Internal Revenue Service pursuant to Code section 417(e)). For purposes of determining a single lump sum value, an interest rate equal to the annual rate on 30-year Treasury securities (or such other rate as may be specified by the Internal Revenue Service for purposes of carrying out the calculations required by Code section 417(e)) for the month of March preceding the Plan Year for which the determination is being made as specified by the Commissioner in Revenue Rulings, Notices, or other guidelines, published in the Internal Revenue Bulletin shall be utilized. "Actuarial Equivalence" means two benefits of equal actuarial present value based on the actuarial factors and assumptions specified in the provision in which that phrase is used or, if not otherwise specified, based on the assumptions described in this section.

Effective for Plan Years beginning on or after April 1, 2008, notwithstanding any other Plan provision to the contrary, in determining the actuarial equivalent amount for purposes of satisfying the requirements of Code section 417(e) as set forth in this Section 2, the following provisions shall apply:

A. Applicable Interest.

The applicable interest rate is the adjusted first, second and third segment rates applied under rules similar to the rules of Code section 430(h)(2)(C) for the month of March preceding the Plan Year in which the distribution will occur. The adjusted first, second and third segment rates are the first, second and third segment rates determined pursuant to Code section 417(e)(3)(D) with the applicable percentage under Code section 430(h)(2)(G) determined in accordance with the following table:

Plan Years Beginning In:	Applicable Percentage:
2008	20%
2009	40%
2010	60%
2011	80%
2012 and later	100%

B. Applicable Mortality Assumptions.

Effective for Plan Years on and after April 1, 2008, the applicable mortality table means the mortality table under Code section 417(e)(3) modified as appropriate by the Secretary of Treasury based on the mortality table specified for the Plan Year by the Secretary and, except as otherwise stated in Treasury guidance, determined under subparagraph (A) of Code section 430(h)(3) (without regard to subparagraph (C) or (D) of such section). Effective April 1, 2009, the preceding mortality table is used as the applicable mortality table for purposes of adjusting any benefit or limitation under Code section 415(b)(2)(B), (C) or (D) as set forth in Section 14 of Article VIII of the Plan.

SECTION 3 BENEFICIARY:

The term "Beneficiary" shall mean a person designated by the Participant, or by terms of the Plan, who is or may become entitled to a benefit.

SECTION 4 BREAK IN SERVICE:

The term "Break in Service" shall occur when a Non-Vested Participant has not been credited with sufficient Hours of Service to remain active in this Plan.

A. Plan Years Ending Prior to the Merger Date:

A Non-Vested Participant will incur a one (1) year Break in Service pursuant to provisions of this Plan.

B. Plan Years Beginning On or After the Merger Date:

A Non-Vested Participant shall incur a one (1) year Break in Service as of the last day of any Plan Year in which he fails to earn one (1) year of Credited Service.

Solely for the purpose of determining whether a one (1) year Break in Service has occurred, the absence of a Participant by reason of (a) pregnancy, (b) birth of a child of the Participant, (c) placement of a child with a Participant in connection with the Participant's adoption of the child, or (d) care for such child for a period beginning immediately after such birth or placement shall be credited as Hours of Service to the extent that Hours of Service would have been credited but for such absence (or, where that cannot be determined, eight (8) Hours of Service per day of absence) to a maximum of five hundred one (501) hours for each such pregnancy, childbirth, or placement. The hours credited shall be applied to the Plan Year in which such absence begins, if doing so will prevent the Participant from incurring a one (1) year Break in Service in that Plan Year; otherwise, they shall be applied to the next Plan Year. The Trustees may require, as a condition for granting such credit, that the Participant establish in timely fashion and to the satisfaction of the Trustees that the Participant is entitled to such credit.

A Non-Vested Participant shall incur a Permanent Break in Service if the number of consecutive one (1) year Breaks in Service equal or exceed the greater of: (a) his years of Vesting Service, or (b) five (5).

- C. It shall not be considered a Break in Service if a Participant is unable to maintain continuity because of a totally disabling injury or illness or qualified military service pursuant to Code section 414(u), provided the Administration Office is notified of such accident or illness or service in a form satisfactory to the Trustees.

#### SECTION 5 COLLECTIVE BARGAINING AGREEMENT:

The term "Collective Bargaining Agreement" shall mean a Collective Bargaining Agreement existing between an Employer and the Union, including all amendments thereto executed from time to time, which requires the Employer to make contributions to the Pension Fund on behalf of its Employees. Notwithstanding, an Employer may also participate under the Plan pursuant to written participation agreement approved by the Trustees that requires an Employer to make contributions to the Pension Fund on behalf of its Employees.

#### SECTION 6 COMPENSATION:

To the extent applicable to the Plan, the term "Compensation" means wages, salaries, fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with an Employer maintaining the Plan to the extent that amounts are includable in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, reimbursements or other expense allowances under a nonaccountable plan (as described in Treasury Regulation section 1.62-2(c) and foreign earned income (as defined in Code section 911(b)), whether or not excludible from gross income under Code section 911, without regard to the exclusions from gross income in Code sections 872, 894, 911, 931 and 933; and excluding the following:

- A. Contributions (other than elective contributions described in Code section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i) or 457(b)) made by the Employer to a plan of deferred compensation (whether or not qualified) to the extent that the contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as compensation, regardless of whether such amounts are includible in the gross income of the Employee when distributed. Notwithstanding the foregoing sentence, any amounts received by an Employee pursuant to a nonqualified, unfunded deferred compensation plan are considered as compensation in the year the amounts are actually received, but only to the extent such amounts are includible in the Employee's gross income;
- B. Amounts realized from the exercise of a nonstatutory 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;
- C. Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option as defined in Treasury Regulation section 1.421-1(b); and
- D. Other amounts which receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includable in the gross income and not salary reduction amounts under Code section 125).

For any self-employed individual, "Compensation" will mean earned income. Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year.

Compensation shall also include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includible in the gross income of the Employee under Code section 402(g)(3) and any amount which is contributed or deferred by the Employer at the election of the Employee and not includible in the gross income of the Employee by reason of Code section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457.

If a determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable "Annual Compensation" limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

If Compensation for any prior determination period is taken into account in determining a Participant's benefits for the current Plan Year, the Compensation for such prior determination period is subject to the applicable "Annual Compensation" limit in effect for that prior period. For this purpose, in determining benefits in Plan Years beginning on or after January 1, 1989, the "Annual Compensation" limit in effect for determination periods beginning before that date is \$200,000. In addition, in determining benefits in Plan Years beginning on or after January 1, 1994, the "Annual Compensation" limit in effect for determination periods beginning before that date is \$150,000.

The "Annual Compensation" of each Participant taken into account in determining benefit accruals for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for increases in cost of living in accordance with Code section 401(a)(17)(c). As of January 1, 2014, the annual compensation limit is \$260,000, as indexed. "Annual Compensation" means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period).

To the extent required by law and as applicable to this Plan, effective January 1, 2009, Compensation shall include regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation. For limitation years on or after July 1, 2007, Compensation shall include payments made by the later of 2-1/2 months after severance from employment with an Employer and any affiliated Employer, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the Employee while the Employee continued in employment with the Employer.

#### SECTION 7 COVERED SERVICE:

The term "Covered Service" shall mean service for which an Employer is required to make contributions to the Fund on behalf of an Employee in accordance with the terms of a Collective Bargaining Agreement or any other approved written agreement.

Notwithstanding any provision of this Plan to the contrary, effective December 12, 1994, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u). A Participant who is in qualified military service will be treated as receiving Compensation during the period of military service equal to the compensation the Participant would have received during the twelve (12) month period immediately preceding the military service (or, if shorter, the period of employment immediately preceding the military service).

Notwithstanding any provisions of the Plan to the contrary and to the extent provided for in the Heroes Earnings Assistance and Relief Act of 2008 (the "HEART Act") the following provisions apply:

- A. If a Participant dies on or after January 1, 2007, while performing qualified military service with reemployment rights described in Code section 414(u), where the Participant cannot return to Covered Service on account of his or her death, the Beneficiary(ies) of the Participant shall be entitled to any survivor benefits (other than benefit accruals relating to the period of qualified military service unless otherwise specifically stated) provided under the Plan as if the Participant had been reemployed on the day prior to death and then severed Covered Service on account of death.
- B. A Participant who leaves employment with an Employer to perform military service and who would otherwise qualify for reemployment rights under applicable federal law but is not timely reemployed (or does not make himself available for reemployment) within the time limits established by applicable federal law due to death or disability while in that military service on or after January 1, 2007 shall be treated as having been reemployed on the day preceding the date of death or disability, and then having terminated employment on the next following date for purposes of granting benefits and service credit as provided by Code section 414(u).
- C. Qualified military service for the purpose of the above provisions is determined under Code section 414(u).

Effective as of September 1, 2007, all obligations for contributions and benefits under Code section 414(u) shall be satisfied by the Fund.

#### SECTION 8 CREDITED SERVICE:

The term "Credited Service" shall mean the number of years for which a Participant receives credit for employment with an Employer. Commencing the first day of the Plan Year in which an Employee is deemed a Participant, years of Credited Service shall be taken into account to determine his eligibility for benefits provided by this Plan. Participants shall receive one (1) year of Credited Service for each Plan Year beginning on or after the Merger Date in which they work two hundred (200) or more hours in Covered Service for an Employer.

For Vested Participants who retire on or after March 1, 2000 who worked under Collective Bargaining Agreements between Employers and Locals 133, 912, 1016, 1664 and 1775 of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO at the time the Central Indiana District Council of Carpenters negotiated their contributions into the Indiana Carpenters Pension Fund, Hours of Service credited for purposes of the Indiana Carpenters Pension Fund shall also apply for purposes of determining eligibility and benefits in this Plan.

#### SECTION 9 EARLY RETIREMENT AGE:

The term "Early Retirement Age" shall mean the age prior to the Participant's Normal Retirement Age when he reaches at least age fifty-five (55) and is credited with five (5) years of Credited Service.

#### SECTION 10 EMPLOYEE:

The term "Employee" shall mean all persons on whose account an Employer is or has been required to make contributions into the Trust Fund or is eligible for benefits as provided by the Plan, including

business representatives of the Union and any employees of the Union while employed in a paid capacity by the Union or affiliate thereof, and whose behalf the Union contributes to the Trust Fund at the same rate as the other participating Employers.

#### SECTION 11 EMPLOYER:

The term "Employer" shall mean an Employer who participates in this Plan, through membership in, or by being represented in collective bargaining by an Employer Association, or otherwise, and who is bound by a Collective Bargaining Agreement with the Union or other written agreement with the Trustees providing for the payment of contributions to this Fund.

It is understood and agreed that any Employer becoming an Employer under this Plan agrees to abide by all provisions, rules and regulations set forth in any agreement involving the Trust Agreement by and between an Employer Association and the Unions whose members shall be employed by it and recognizes and agrees that the Employer Associations are and shall be its representative in connection with this Trust Agreement.

#### SECTION 12 EMPLOYER CONTRIBUTIONS:

The term "Employer Contributions" shall mean payments to the Fund by an Employer as required under an applicable Collective Bargaining Agreement, other written agreement between the Union and the Employer or other written agreement between the Trustees and Employer. The Rehabilitation Plan requires certain contributions that shall not be considered contributions for benefit accrual purposes prior to April 1, 2013. On and after April 1, 2013, all Employer Contributions are credited for benefit accrual purposes in accordance with the Rehabilitation Plan.

#### SECTION 13 ERISA:

The term "ERISA" shall mean the Employment Retirement Income Security Act of 1974, as amended from time to time, and interpreted by applicable regulations and rulings.

#### SECTION 14 GENDER:

Whenever the masculine pronoun is used herein it shall include the feminine and when the singular pronoun is used it shall include the plural and conversely.

#### SECTION 15 HOUR OF SERVICE:

The term "Hour of Service" shall mean:

- A. Each hour for which an Employee is paid or entitled to payment by the Employer for the performance of duties during the applicable computation period. These hours shall be credited to the Employee for the computation period in which the duties were performed; and
- B. Each hour for which an Employee is paid, or entitled to payment by an Employer, either directly or indirectly, 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. No more than 501 Hours of Service shall be credited under this paragraph for any single continuous period (whether or not such

period occurs in a single computation period). Hours under this paragraph shall be interpreted and credited pursuant to Department of Labor Regulations section 2530.200b-2, which is incorporated by this reference; and

- C. Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer. The same Hours of Service shall not be credited both under paragraph A or paragraph B, as the case may be, and under this paragraph C. 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.
- D. 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 an Employer is a member, and any other entity required to be aggregated with an Employer pursuant to Code section 414(o). Hours of Service will also be credited for any individual considered an Employee for purposes of this Plan under Code section 414(n) or Code section 414(o).
- E. Solely for purposes of determining whether a Break in Service, as defined in Section 4, for participation and vesting purposes has occurred in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, eight (8) Hours of Service per day of such absence. For purposes of this paragraph E, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited (1) in the computation period in which the absence begins if the crediting is necessary to prevent the Participant from receiving credit for less than five hundred one (501) Hours of Service, or (2) in all other cases, in the following computation period.
- F. Service will be determined on the basis of actual hours for which an Employee is paid or entitled to payment.
- G. Where the Employer maintains the plan of a predecessor Employer, service for such predecessor Employer shall be treated as service for the Employer.

#### SECTION 16. MERGER DATE:

The term "Merger Date" shall mean April 1, 1989 for participants of the Indiana State Council of Carpenters Pension Fund and former participants of the Wabash Valley District Council of Carpenters Pension Plan, the Employees Pension Trust, Carpenters Local No. 413 and the Evansville Area Carpenters Pension Plan. The term "Merger Date" shall mean January 1, 1990 for former participants of the United Brotherhood of Carpenters and Joiners of America Local 232 of Fort Wayne, Indiana Pension Plan.



#### SECTION 17 NON-VESTED PARTICIPANT:

The term "Non-Vested Participant" shall mean a Participant who has less than five (5) years of Vesting Service.

#### SECTION 18 NORMAL RETIREMENT AGE:

The term "Normal Retirement Age" for Participants retiring after April 1, 1998 shall mean:

- A. For benefits accrued before June 1, 2006:
  - 1. The Participant is at least age 65 and has completed at least 5 years of Credited Service; or
  - 2. The Participant is at least age 62 and has completed at least 10 years of Credited Service; or
  - 3. The Participant is at least age 55 and has completed at least 30 years of Credited Service.
- B. For benefits accrued on and after June 1, 2006 and before April 1, 2014:
  - 1. The Participant is at least age 65 and has completed at least five years of Credited Service; or
  - 2. The Participant is at least age 62 and has completed at least 20 years of Credited Service; or
  - 3. The Participant is at least age 55 and has completed at least 30 years of Credited Service.
- C. For benefits accrued on and after April 1, 2014, the Participant is at least age 65 and has completed at least 5 years of Credited Service.
- D. In the event a Participant does not meet the requirements of any paragraph A-C above, the Participant's Normal Retirement Age shall be no later than the later of the time the Participant attains age 65 or the fifth anniversary of the time the Participant commenced participation in the Plan, except that years which may be disregarded under Code section 410(a)(5)(D), shall be disregarded in determining when participation commenced.

#### SECTION 19 PARTICIPANT:

- A. The term "Participant" shall mean an Employee or former Employee of an Employer who is or may become eligible to receive a benefit from the Plan. An Employee included under the prior provisions of this Plan or any other plan which merged into this Plan on or after the Merger Date shall be considered a Participant in the Plan as of the date on which Employer Contributions were first made to such Plan on his behalf, but periods preceding a Permanent Break in Service as determined under the provisions of such Plans effective for the Plan Year ending immediately prior to the Merger Date shall be disregarded.

- B. An Employee who commences employment with an Employer on or after the Merger Date shall become a Participant on the first day of a Plan Year during which he completes at least two hundred (200) Hours of Service as hereafter defined.
- C. Once an Employee becomes a Participant, he shall remain a Participant until the earlier of his date of death or, if he is a Non-Vested Employee, until such time as he incurs a one (1) year Break in-Service.
- D. Once a Non-Vested Employee ceases to be a Participant, he must meet the eligibility requirements of this section as if he were a new Employee first beginning to work with an Employer in order to again be a Participant.

#### SECTION 20 PLAN:

The term "Plan" shall mean the Indiana State Council of Carpenters Pension Fund Pension Plan hereinafter set forth and described.

#### SECTION 21 PLAN YEAR:

The term "Plan Year" shall mean the twelve (12) month period beginning April 1 and ending the following March 31.

#### SECTION 22 PREDECESSOR PLAN:

The Indiana State Council of Carpenters Pension Plan, the Wabash Valley District Council of Carpenters Pension Plan, the Employees Pension Trust, Carpenters Local No. 413 and the Evansville Area Carpenters Pension Plan, all as they existed prior to April 1, 1989, and the United Brotherhood of Carpenters and Joiners of America Local 232 of Fort Wayne, Indiana Pension Plan as it existed prior to January 1, 1990.

#### SECTION 23 QUALIFIED ELECTION:

The term "Qualified Election" means a waiver of a 50% Qualified Joint and Survivor Benefit, also referred to as the 50% Joint and Survivor Annuity or 50% Joint and Survivor Benefit, (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit, also referred to as the 66-2/3% Joint and Survivor Annuity or 66-2/3% Joint and Survivor Benefit) or a Pre-retirement Surviving Spouse Benefit pursuant to Article VI, Section 3 in the form of a 50% Qualified Joint and Survivor Benefit (prior to June 1, 2006, a 66-2/3% Qualified Joint and Survivor Benefit). Any such waiver shall not be effective unless:

- A. The Participant's Spouse consents in writing to the election;
- B. The election designates a specific Beneficiary including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without consent of Participant's Spouse (or the Spouse expressly permits designations by the Participant without any further consent of the Spouse);
- C. The Spouse's consent acknowledges the effect of the election; and
- D. The Spouse's consent is witnessed by a notary public.

Additionally, a Participant's waiver of the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit) shall not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Plan representative that there is no Spouse or that the Spouse cannot be located, a waiver will be deemed a Qualified Election.

Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such 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 such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time before the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in Article VI, Section 5 below.

#### SECTION 24 RESTATEMENT DATE:

The term "Restatement Date" shall mean April 1, 2014, the date on which the provisions of this amended and restated Plan became effective, and shall cover all instances in which a Participant shall retire on or after that date, unless otherwise specifically indicated.

#### SECTION 25 SPOUSE OR SURVIVING SPOUSE:

The term "Spouse or Surviving Spouse", prior to June 26, 2013, shall mean a Participant's lawful opposite-sex spouse. The Plan recognizes a spouse to the extent required under guidance issued by the Treasury Department, provided that a former Spouse will be treated as the Spouse or Surviving Spouse to the extent provided under a Qualified Domestic Relations Order (a "QDRO") as described in Code section 414(p). Effective June 26, 2013, the Plan recognizes the marriage of a Participant to a same-sex spouse that was valid in the state where it was entered into regardless of whether the Participant is domiciled in a state that recognizes same-sex marriages.

#### SECTION 26 TOTAL DISABILITY:

A Participant will be deemed to have a "Total Disability" either upon a finding by the Social Security Administration or a determination by the medical consultant retained by the Trustees that such Participant is (or, in the case of determinations made by the Trustees' medical consultant, should be) entitled to disability benefits under the Social Security Act, as it now exists or as it is amended hereafter. A Participant must provide evidence that he or she has applied to the Social Security Administration for a disability benefit before the application for Total Disability Benefits is submitted to the medical consultant. No Participant, however, shall be deemed to be totally disabled for purposes of the Plan if his incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise or resulted therefrom or resulted from an intentional self-inflicted injury.

The Trustees may require that a Participant receiving a Total Disability Benefit submit documentation acceptable to the Trustees or submit to periodic examinations by the medical consultant to permit the Trustees to verify that the Participant continues to be totally disabled and eligible for a benefit.

#### SECTION 27 TRUST AGREEMENT:

The term "Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the Indiana State Council of Carpenters Pension Fund effective April 1, 1965, and that instrument as from time to time amended.

#### SECTION 28 TRUST FUND:

The term "Trust Fund" or "Fund" shall mean the Indiana State Council of Carpenters Pension Fund.

#### SECTION 29 TRUSTEES:

The term "Trustees" shall mean the Employer Trustees and the Union Trustees, collectively, as appointed under the Trust Agreement, and as constituted from time to time in accordance with the provisions of the Trust Agreement and who have authority to control and manage the operation and administration of the Fund and who also have authority to control and manage the Trust. The terms "Trustees," "Board of Trustees" or "Trustee" as used herein shall mean the Trustees or one of the Trustees as the context may require.

#### SECTION 30 UNION:

The term "Union" shall mean the Local Unions or District Councils of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO, which have in effect with any Employer Associations or with any Employers, written agreements or Collective Bargaining Agreements providing for the payment of contributions to this Fund.

#### SECTION 31 VESTED PARTICIPANT:

The term "Vested Participant" shall mean a Participant who has at least five (5) years of Vesting Service.

#### SECTION 32 VESTING SERVICE:

A Participant shall earn years of service for vesting purposes as follows:

- A. One (1) year of Vesting Service shall be given for each Plan Year for which a Participant earns a year of Credited Service.
- B. One (1) year of Vesting Service shall be given for each Plan Year for which the Participant has at least one thousand (1000) Hours of Service.
- C. Only one (1) year of Vesting Service will be given for each Plan Year.

#### SECTION 33 REHABILITATION PLAN:

In accordance with the Pension Protection Act of 2006 and Code section 432(e) and as incorporated herein by reference, a plan to improve funding that provides benefit design changes and/or contribution changes described in the Preferred Schedule or Default Schedule of the Rehabilitation Plan adopted June 24, 2010 by the Trustees and as subsequently amended and updated. If any of the terms of the Plan are inconsistent with the Rehabilitation Plan, the terms of the Rehabilitation Plan shall apply.

# INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

## ARTICLE II NORMAL RETIREMENT BENEFITS

### SECTION 1 ELIGIBILITY FOR NORMAL RETIREMENT BENEFITS:

A Participant shall be eligible for Normal Retirement Benefits provided that the Participant is at least age sixty-five (65) and has completed five (5) years of Credited Service. The normal form of payment is described under Article V, Section 3.

### SECTION 2 WHEN PAID:

A Participant who meets the eligibility conditions for Normal Retirement Benefits as set forth in Section 1 above shall become entitled to Normal Retirement Benefits as of the first day of the month next following receipt of his application by the Trustees.

For retirements prior to August 1, 2010 under the normal form of payment for such date, should the Participant die after the date retirement benefits begin, but before he has received payments for one hundred twenty (120) months, the remaining payments for the balance of the certain period shall be paid, as due, to his named Beneficiary in the same amount that the Participant was receiving prior to his death, provided the provisions of Article VI are not in effect.

### SECTION 3 COMPUTATION OF NORMAL BENEFITS:

A Participant's monthly Normal Retirement Benefit shall be the sum of his accumulated Accrued Benefit as of the Merger Date, from any Predecessor Plan, if any, and his Future Service Credit, as in effect on the date of his separation from Covered Service, whether by retirement or pre-retirement termination of employment.

Effective April 1, 1998, Future Service Credit as described below in Section 4 otherwise required for a Plan Year containing or following the Participant's Normal Retirement Age will be reduced by the actuarial equivalent of total benefit distributions made to the Participant by the close of each Plan Year, but in no event shall the Future Service Credit be less than zero.

### SECTION 4 FUTURE SERVICE CREDIT:

Effective April 1, 1998, a Participant's Future Service Credit shall be computed by multiplying the annual Employer Contributions made on behalf of such Participant on or after the Merger Date and through March 31, 2004 by 3.7%. If a Participant who has not retired on or before April 1, 1998 completes two hundred (200) or more Hours of Service in a Plan Year beginning on or after April 1, 1998, his Future Service Credit shall be computed by multiplying the annual Employer Contributions made on behalf of such Participant on or after the Merger Date and through March 31, 2004 by 4.0%. If a Participant who has not retired on or before April 1, 2001 completes two hundred (200) or more Hours of Service in a Plan Year beginning on or after April 1, 2001, his Future Service Credit shall be computed by multiplying the annual Employer Contributions made on behalf of such Participant on or after the Merger Date and through March 31, 2004 by 4.1%. Beginning April 1, 2004 through May 31, 2006, a Participant's Future Service Credit shall be computed by multiplying the annual Employer Contributions made on behalf of such Participant by 3%. Only Employer Contributions for the Participant for a Plan Year in which the Participant has earned a Year of Credited Service shall be taken into account for purposes of this computation.

Effective June 1, 2006, Future Service Credit shall be computed by multiplying the Employer Contributions paid or owed on behalf of a Participant in a Plan Year by 2.75% in a Plan Year in which a Participant earned a year of Credited Service, with the exception of \$0.22 for each hour of Employer Contributions due for work performed on and after June 1, 2006 to satisfy accrued liabilities, and these contributions will not be applied towards earning Future Service Credit or any other benefit accrual under the Plan. Effective for Employer Contributions due for work performed on and after April 1, 2008, the Plan shall allocate an additional \$0.38 from each hour of Employer Contributions (\$0.60 per hour in total) to satisfy accrued liabilities, and these contributions will not be applied towards earning Future Service Credit or other benefit accrual under the Plan. Effective for Employer Contributions due for work performed on and after August 1, 2009, the Plan shall allocate an additional \$0.75 from each hour of Employer Contributions (\$1.35 per hour in total) to satisfy accrued liabilities, and these contributions will not be applied towards earning Future Service Credit or other benefit accrual under the Plan. Notwithstanding the foregoing, effective August 1, 2009, if the rate in the zone is less than the current commercial carpenter journeyman rate, the unallocated amount deducted will be the pro rata amount if the unallocated contribution to the current commercial journeyman's rate, or \$1.35, over the current commercial journeyman's rate.

On and after August 1, 2010, Future Service Credit in accordance with the Rehabilitation Plan shall be computed by multiplying the Employer Contribution paid or owed on behalf of a Participant in a Plan Year by 2.0% in a Plan Year in which a Participant earned a year of Credited Service, with the exception of the following hourly contributions that shall be allocated to satisfy accrued liabilities:

\$2.35 for each hour of Employer Contributions due for work performed on and after August 1, 2010 through July 31, 2011.

\$3.15 for each hour of Employer Contributions due for work performed on and after August 1, 2011 through July 31, 2012.

\$3.95 for each hour of Employer Contributions due for work performed on and after August 1, 2012 through March 31, 2013.

The contributions specified above will not be applied towards earning Future Service Credit or any other benefit under the Plan.

Notwithstanding the foregoing, effective August 1, 2010, if the hourly rate an Employer contributes is less than the standard journeyman hourly rate, the amount not applied towards earning Future Service Credit or any other benefit under the Plan will be prorated as follows: (the hourly rate for work performed effective as specified above divided by the hourly standard journeyman rate) multiplied by the Employer's hourly contribution rate.

On and after April 1, 2013, Future Service Credit, in accordance with the Rehabilitation Plan, shall be computed by multiplying the Employer Contributions paid or owed on behalf of a Participant in a Plan Year by 0.80% in a Plan Year in which the Participant earned a year of Credited Service. Each hour of Employer Contributions due for work performed on and after April 1, 2013 shall be applied towards earning Future Service Credit or other benefit accrual under the Plan.

A Participant's Future Service Credit shall be based on Employer Contributions made or required to be made on behalf of the Participant.

#### SECTION 5 LATE RETIREMENT BENEFITS:

A Participant whose Effective Date of pension, as defined in Article VIII, Section 5, is a date after he attains Normal Retirement Age shall have his Normal Retirement Benefit actuarially adjusted to take into account such Late Retirement Date except for periods in which his benefit is suspended under Article VIII, Section 9. The benefit shall be actuarially increased by the Plan's Actuarial Present Value factors that apply to benefits that are not subject to Code section 417(e).

#### SECTION 6 SEPARATION FROM COVERED SERVICE:

For Participants who separate from Covered Service prior to retirement, benefit accruals for Covered Service prior to such separation (and subsequent to any prior separation) will be calculated based on the plan of benefits in effect at the time of such separation. This provision shall not apply to a Participant who incurs a Permanent Break in Service as defined in Article I, Section 4.

#### SECTION 7 SPECIAL BENEFITS:

Effective February 1, 2001, all Participants and Beneficiaries receiving benefits at that time received a \$75.00 per month benefit increase and, any payee who was receiving a quarterly payment began receiving monthly payments.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE III EARLY RETIREMENT BENEFITS

SECTION 1 ELIGIBILITY FOR EARLY RETIREMENT BENEFITS:

A Participant shall be eligible for Early Retirement Benefits provided:

- A. That the Participant has attained Early Retirement Age, and the Participant last earned one (1) Hour of Service before the Merger Date;
- B. For a Participant who has attained Early Retirement Age as defined in the Plan, the Participant last earned at least one (1) Hour of Service on or after the Merger Date and before April 1, 1995, and has less than ten (10) years of Credited Service;
- C. For a Participant who has attained Early Retirement Age as defined in the Plan, the Participant last earned at least one (1) Hour of Service on or after the Merger Date and before April 1, 1995, and has at least ten (10) years of Credited Service;
- D. For a Participant who has attained Early Retirement Age as defined in the Plan, the Participant has earned at least one (1) Hour of Service on or after April 1, 1995 and before June 1, 2006, and has less than ten (10) years of Credited Service;
- E. For a Participant who has attained Early Retirement Age as defined in the Plan, the Participant has earned at least one (1) Hour of Service on or after April 1, 1995 and before June 1, 2006, and has at least ten (10) years of Credited Service; or
- F. For a Participant who has attained Early Retirement Age as defined in the Plan, the Participant has earned at least two hundred (200) Hours of Service in a Plan Year on or after April 1, 1997 and before June 1, 2006, and at least ten (10) years of Credited Service; or
- G. For a Participant who has attained Early Retirement Age as defined in the Plan, the Participant has earned at least one (1) Hour of Service on or after June 1, 2006 and before April 1, 2014 and has less than twenty (20) years of Credited Service; or
- H. For a Participant who has attained Early Retirement Age as defined under the Plan, the Participant has earned at least one (1) Hour of Service on or after June 1, 2006 and before April 1, 2014 and has at least twenty (20) years of Credited Service; or
- I. For a Participant who has attained Early Retirement Age as defined under the Plan, the Participant has earned at least one (1) Hour of Service on or after April 1, 2014 and has at least five (5) years of Credited Service; or
- J. For a Participant who has attained Early Retirement Age as defined under the Plan, the Participant has earned at least one (1) Hour of Service on or after April 1, 2014 and has at least thirty (30) years of Credited Service; and
- K. That the Participant shall have applied for and elected an Early Retirement Benefit on a form prescribed by the Trustees and the Trustees shall have approved said application.



## SECTION 2 COMPUTATION OF EARLY RETIREMENT BENEFITS:

The Early Retirement Benefit is a Participant's Accrued Benefit reduced for age at retirement based on the provisions of the Predecessor Plan, if applicable to the Participant, and this Plan.

- A. For a Participant who meets the requirements of paragraph A of Section 1 above, the Early Retirement Benefit shall be the Normal Retirement Benefit as defined in Article II, reduced or increased for each full month that the Participant's age at early retirement precedes the Normal Retirement Age, in accordance with Schedule K attached hereto in Appendix A.
- B. For a Participant who meets the requirements of paragraph B of Section 1 above, the Early Retirement Benefit shall be the sum of his Normal Retirement Benefit accrued before the Merger Date reduced or increased for each month that the Participant's age at early retirement precedes Normal Retirement Age in accordance with Schedule K attached hereto in Appendix A, plus his Normal Retirement Benefit accrued after the Merger Date reduced for each month that the Participant's age at early retirement precedes Normal Retirement Age in accordance with Schedule A attached hereto in Appendix A.
- C. For a Participant who meets the requirements of paragraph C of Section 1 above, the Early Retirement Benefit shall be the sum of his Normal Retirement Benefit accrued before the Merger Date reduced or increased for each month that the Participant's age at early retirement precedes Normal Retirement Age in accordance with Schedule K attached hereto in Appendix A, plus his Normal Retirement Benefit accrued after the Merger Date reduced for each month that the Participant's age at early retirement precedes age sixty-two (62) in accordance with Schedule B attached hereto in Appendix A.
- D. For a Participant who meets the requirements of paragraph D of Section 1 above, the Early Retirement Benefit shall be his total accrued Normal Retirement Benefit reduced for each month that the Participant's age at early retirement precedes Normal Retirement Age in accordance with Schedule C attached hereto in Appendix A.
- E. For a Participant who meets the requirements of paragraph E of Section 1 above, the Early Retirement Benefit shall be his total accrued Normal Retirement Benefit reduced or increased for each month that the Participant's age at early retirement precedes age sixty-two (62) or sixty-five (65) in accordance with the greater benefit provided in Schedule D or Schedule K attached hereto in Appendix A.
- F. For a Participant who meets the requirements of paragraph F of Section 1 above, the Early Retirement Benefit shall be his total accrued Normal Retirement Benefit reduced or increased for each month that the Participant's age at early retirement precedes age sixty-two (62) or sixty-five (65) in accordance with the greater benefit provided in Schedule K or Schedule E attached hereto in Appendix A.

For Accrued Benefits earned after May 31, 2006 and before April 1, 2014, the Early Retirement Benefit is determined as follows:

- G. If the Participant has less than twenty (20) years of Credited Service, the Normal Retirement Benefit is reduced six (6) percent per year for the first five (5) years prior

to Normal Retirement Age and five (5) percent per year for the next five (5) years. For a Participant who meets the requirement of paragraph G of Section 1 above, the Early Retirement benefit shall be his total accrued Normal Retirement Benefit reduced for each month that the Participant's age at early retirement age precedes age sixty-five (65) in accordance with Schedule C attached hereto in Appendix A.

- H. If the Participant has twenty (20) or more years of Credited Service but less than thirty (30) years of Credited Service, the Normal Retirement Benefit is reduced four (4) percent per year for all years prior to Normal Retirement Age. For a Participant who meets the requirement of paragraph H of Section 1 above, the Early Retirement benefit shall be his total accrued Normal Retirement Benefit reduced for each month that the Participant's age at early retirement age precedes age sixty-two (62) in accordance with Schedule F in Appendix A.

For Accrued Benefits earned on and after April 1, 2014, the Early Retirement Benefit is determined as follows:

- I. For a Participant who meets the requirement of paragraph I of Section 1 above, the Early Retirement Benefit shall be his total accrued Normal Retirement Benefit reduced one-half (1/2) percent for each month (six (6) percent per year) that the Participant's age at early retirement age precedes Normal Retirement Age.
- J. If the Participant has thirty (30) or more years of Credited Service, the Normal Retirement Benefit is unreduced for all years prior to Normal Retirement Age. For a Participant who meets the requirement of paragraph J of Section 1 above, the Early Retirement Benefit shall be his total accrued Normal Retirement Benefit unreduced regardless of the number of months that the Participant's age at early retirement age precedes his Normal Retirement Age.

For all Participants that commence pension benefit payments on or after April 1, 2014, the Early Retirement Benefit is determined as follows:

- K. Notwithstanding the foregoing provisions of this Section 2, for a Participant who commences pension benefit payments on or after April 1, 2014 and who meets the requirement of any paragraph A-I of Section 1 above (but excluding a Participant who meets the requirement of paragraph J of Section 1 above), the Early Retirement Benefit shall be his total accrued Normal Retirement Benefit reduced one-half (1/2) percent for each month (six (6) percent per year) that the Participant's age at early retirement age precedes the age applicable to the Participant in accordance with the corresponding paragraph A-I of this Section 2 (including any applicable Schedules attached hereto in Appendix A) regardless of when the Participant earned his Accrued Benefits.

### SECTION 3 WHEN PAID:

A Participant who meets the eligibility requirements for Early Retirement Benefits as set forth in this Article III shall become entitled to Early Retirement Benefits as of the first day of the month next following receipt of his application by the Trustees.

## INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

### ARTICLE IV TOTAL DISABILITY BENEFITS

#### SECTION 1 ELIGIBILITY AND BENEFIT:

A Participant who is totally disabled in accordance with Article I, Section 26, shall be eligible to receive a Total Disability Benefit equal to his Normal Retirement Benefit provided that:

- A. The Total Disability shall have occurred before the Participant has received any Normal or Early Retirement Benefits; and
- B. The Participant shall have had at least five (5) years of Credited Service; and
- C. The Participant shall have had two hundred (200) hours of Credited Service in the Plan Year of the Total Disability or in the immediately preceding Plan Year. Those Vested Participants, however, who worked under Collective Bargaining Agreements between Employers and Locals 133, 912, 1016, 1664 and 1775 of the United Brotherhood of Carpenters and Joiners of America, AFL-CIO at the time the Central Indiana District Council of Carpenters negotiated their contributions into the Indiana Carpenters Pension Fund, shall have had two hundred (200) hours of Credited service with this Plan or the Indiana Carpenters Pension Fund Plan in the Plan Year of the Total Disability or in the immediately preceding Plan Year.

#### SECTION 2 WHEN PAID:

A Participant who meets the eligibility conditions for Total Disability Benefits, as set forth in Section 1 above, upon approval by the Trustees of an application submitted to the Trustees in a form satisfactory to them, shall become entitled to Total Disability Benefits as of the first day of the month next following receipt of his application by the Trustees. The Trustees shall have the power to require a Participant claiming under this Article to be examined by a physician selected by the Trustees.

#### SECTION 3 RECOVERY OF DISABLED PARTICIPANT:

In the event a Participant who has Total Disability recovers and subsequently retires, benefits shall resume the first month following the Participant's Early or Normal Retirement Date. The benefits payable upon such subsequent retirement shall be calculated as if the Participant were then first retired but shall be based upon his Past and Future Service Credits at his latest retirement.

#### SECTION 4 TERMINATION OF BENEFITS FOR TOTAL DISABILITY:

Total Disability Benefits shall be terminated:

- A. If the Participant engages in an occupation or employment (except for rehabilitation as determined by the Trustees) for remuneration or profit which would be inconsistent with the finding of Total Disability; or
- B. If the Trustees determine on the basis of medical findings that the Participant has sufficiently recovered to resume a regular occupation or employment for profit or remuneration; or

- C. If the Participant refuses to undergo a medical examination requested by the Trustees, provided, however, that the Participant may not be required to undergo a medical examination more often than twice a year; or
- D. Upon the Participant's attainment of age sixty-two (62); or
- E. As of the first day of the month following the death of the Participant.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE V OPTIONAL FORMS OF RETIREMENT BENEFIT

SECTION 1 ELIGIBILITY FOR OPTIONAL FORMS OF RETIREMENT BENEFITS:

A Participant shall be eligible for an optional form of retirement benefit described in Article V, Section 3 provided:

- A. The Participant shall be eligible for Normal or Early Retirement Benefits; and
- B. The Participant and Spouse, if applicable, have applied for and elected an optional retirement benefit on a form prescribed by the Trustees and the Trustees shall have approved the application.

SECTION 2 AMOUNT OF OPTIONAL RETIREMENT BENEFIT:

The amount and duration of retirement benefit payments shall depend upon which optional form of retirement benefit is elected. Any Participant electing an optional form of retirement benefit shall, after retirement, be paid a monthly benefit that shall be at least actuarially equivalent to the Normal or Early Retirement Benefit to which the Participant is otherwise entitled.

SECTION 3 OPTIONAL FORMS:

The normal payment form of an unmarried Participant's retirement benefit shall be a Straight Life Annuity for retirements on and after August 1, 2010 in accordance with the Rehabilitation Plan) (prior to August 1, 2010, an annuity for life with a ten (10) year Period Certain). The normal payment form of an married Participant's retirement benefit shall be a 50% Qualified Joint and Survivor Benefit for retirements on and after April 1, 2011 (prior to April 1, 2011, 66-2/3% Qualified Joint and Survivor Benefit). On and after August 1, 2010, optional payment forms will be actuarially adjusted to reflect their value to a relative Straight Life Annuity only. If the Participant elects an optional form of retirement benefit, the normal form of retirement benefit shall be adjusted as follows:

A. Straight Life Annuity:

A "Straight Life Annuity" provides the Participant with a benefit that is adjusted in accordance with Schedule C in Appendix B attached hereto for use prior to August 1, 2010 and the Schedules in Appendix C on and after August 1, 2010. Once the Participant dies, there will be no payments paid to any Beneficiary. (On and after August 1, 2010, the Straight Life Annuity is the normal form for an unmarried Participant in accordance with the Rehabilitation Plan.)

B. Period Certain:

A "Period Certain" provides the Participant with a benefit that is adjusted in accordance with Schedule D attached hereto in Appendix B prior to August 1, 2010 and in accordance with the Schedules in Appendix C on and after August 1, 2010, for as long as he lives. Should the Participant die before the Period Certain has ended, the same amount of monthly benefit will be paid to the Participant's Beneficiary until the earlier of the end of the Period Certain or the last monthly benefit payment date prior to the Beneficiary's death.

If the Participant dies after the Period Certain has ended, then no payments will be made to any Beneficiary. It is necessary for the Participant to specify the Period Certain he wants, prior to receiving any retirement benefits, either five (5), ten (10), fifteen (15), or twenty (20) years.

If there is no Beneficiary, the remainder of the unpaid monthly payments shall be converted to its Actuarial Present Value and paid in a lump sum as provided in Article VII, Section 5. Notwithstanding, subject to Article VIII Section 12, on and after July 2, 2010, the Plan shall not pay a lump sum benefit under this provision in accordance with the Rehabilitation Plan.

C. Joint and Survivors:

This form of benefits is only available to a married Participant and Spouse and provides a benefit that is adjusted in accordance with Appendix B (prior to August 1, 2010) or Appendix C (on and after August 1, 2010) or attached hereto, as long as he lives. When the Participant dies, his Spouse will continue to receive a monthly benefit, in an amount specified in the Participant selection. If the Spouse dies prior to the death of the Participant, no Death Benefit will be paid. The Participant shall specify the percentage his Spouse is to receive, fifty percent (50%), sixty-six and two-thirds percent (66-2/3%), seventy-five percent (75%) (on and after April 1, 2009) or one hundred percent (100%) of his retirement benefit.

The above notwithstanding, this benefit will not be allowed unless the benefit paid to the Participant is at least 50% of the benefit available to the Participant at the time of his retirement.

# INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

## ARTICLE VI 50% QUALIFIED JOINT AND SURVIVOR BENEFIT

### SECTION 1 PREAMBLE:

The 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit) provides a lifetime benefit for a married Participant plus a lifetime benefit for the Surviving Spouse, starting after the death of the Participant. The monthly amount to be paid to the Surviving Spouse is 50% (prior to April 1, 2011, 66-2/3%) of the monthly amount paid to the Participant. The monthly amount of the Participant's benefit is reduced from the Normal Retirement Benefit or Early Retirement Benefit otherwise payable in accordance with the Schedules in Appendix B or Appendix C, as applicable, which are attached hereto.

### SECTION 2 UPON RETIREMENT:

Unless an optional form of benefit is selected pursuant to a Qualified Election within the one hundred and eighty day (180) period (prior to September 1, 2007, ninety day (90) period) ending on the date benefit payments would commence, a married Participant's pension will be paid in the form of a 50% Qualified Joint and Survivor Annuity (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Annuity), or, if selected by the Participant, a 75% Qualified Joint and Survivor Annuity as described in Article V, Section 5 (on and after April 1, 2009), and an unmarried Participant's pension will be paid in the form of a Straight Life Annuity on and after August 1, 2010 in accordance with the Rehabilitation Plan (10 year Period Certain annuity prior to August 1, 2010). The Participant may elect to have such annuity distributed upon attainment of the Early Retirement Age under the Plan. The 50% Qualified Joint and Survivor Annuity (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Annuity) and the 75% Qualified Joint and Survivor Annuity effective April 1, 2009 are an immediate annuity for the life of the Participant with a survivor annuity for the life of the Spouse equal to 50% (prior to April 1, 2011, 66-2/3%) and 75% (on and after April 1, 2009), respectively, of the amount of the annuity which is payable during the joint lives of the Participant and the Spouse to whom the Participant has been married to at least one year prior to the date of his death).

### SECTION 3 BEFORE RETIREMENT:

- A. If a Participant who has a Spouse who he or she has been married to at least one year prior to the date of death dies before his pension payments start, but at a time when he had earned a vested right to a pension, a Pre-retirement Surviving Spouse Benefit shall be to his Surviving Spouse.
- B. If the Participant described in paragraph A above died at a time when he would have been eligible to begin receiving payment of a pension (on or after age 55), the Surviving Spouse shall be entitled to a lifetime surviving benefit determined as if he had retired on a 50% Qualified Joint and Survivor Benefit (prior to June 1, 2006, a 66-2/3% Qualified Joint and Survivor Benefit) the day before he died. For the purpose of determining the amount of the Pre-retirement Surviving Spouse Benefit, it shall be assumed that a Participant who died prior to attainment of age 55 (age 60 prior to June 1, 2006) is age 55 (age 60 prior to June 1, 2006) and that a Participant who died after age 55 (age 60 prior to June 1, 2006) is his attained age at death. The Pre-retirement Surviving Spouse Benefit under this Paragraph B shall commence with the month following the month in which the Participant died if the Participant dies on or after age 55.

- C. If the Participant described in paragraph A above died before he would have been eligible to begin receiving pension payments had he retired (before age 55), the Surviving Spouse shall be entitled to a Pre-retirement Surviving Spouse Benefit determined as if the Participant had separated from service under the Plan on the earlier of the date he last worked in Covered Service or the date of his death, had survived up to age 55 (age 60 prior to June 1, 2006), retired at that age with an immediate 50% Qualified Joint and Survivor Benefit (prior to June 1, 2006, a 66-2/3% Qualified Joint and Survivor Benefit), and died the next day. The Pre-retirement Surviving Spouse Benefit shall commence under this Paragraph C immediately following the date of death (with the month following the month in which the Participant died prior to June 1, 2006) and shall be determined as if the Participant had attained age 55 (age 60 prior to June 1, 2006) at the time of death with an appropriate reduction for age as set forth in Article III, Section 2. The amount payable under this reduced actuarially equivalent benefit for a Surviving Spouse is 50% (prior to June 1, 2006, 66-2/3%) of what the Participant's pension amount would have been, after adjustment, if any, for the early retirement at age 55 and for the 50% Qualified Joint and Survivor Benefit (prior to June 1, 2006, the 66-2/3% Qualified Joint and Survivor Benefit) form. The amount shall be determined under the terms of the Plan in effect when the Participant last worked in Covered Service, unless otherwise expressly specified.
- D. Effective as of August 1, 2010, and subject to the Rehabilitation Plan, a Participant's accrued benefit amount shall be actuarially adjusted, upon Qualified Election of a Pre-retirement Surviving Spouse Benefit in accordance with the following table:

Age Range	Percent Reduction Per Month Covered
60 months between age 35 and age 40	0.001%
60 months between age 40 and 45	0.002%
60 months between age 45 and age 50	0.003%
60 months between age 50 and age 55	0.006%
60 months between age 55 and 60	0.012%
60 months between age 60 and age 65	0.033%

A married Participant may make a Qualified Election to waive the Pre-retirement Survivor Spouse Benefit. The election period begins on the first day of the Plan 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 Plan Year in which age 35 is attained, with respect to benefits accrued prior to separation, the election period shall be on the date of separation. A Participant who will not yet attain age 35 as of the end of any current Plan Year may make a special Qualified Election to waive the Preretirement Survivor Spouse Benefit for the period beginning on the date of such election and ending on the first day of the Plan Year in which the Participant will attain age 35. Such election will not be valid unless the



Participant receives a written explanation of the Pre-retirement Surviving Spouse Benefit in accordance with Section 5 of this Article VI. Qualified coverage under the Pre-retirement Surviving Spouse Benefit will be automatically reinstated as of the first day of the Plan Year in which the Participant attains age 35. Any new waiver on or after such date shall be subject to the full requirements of a Qualified Election and this Article VI. Participants who do not file a valid waiver of the Pre-retirement Surviving Spouse Benefit will be considered covered under the Pre-retirement Surviving Spouse Benefit (and subject to the reductions in the table above) until a valid waiver is filed with the Plan. The reductions in the above table apply even if the Participant later chooses to later waive the Pre-retirement Surviving Spouse Benefit or the Participant is no longer married to his or her current Spouse either through death or divorce. However, no additional reductions are assessed as of the first day of the month after the waiver is filed with the Plan.

#### SECTION 4 ADDITIONAL CONDITIONS:

Payment of the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit) as the normal form of benefit for a married Participant and the Pre-retirement Surviving Spouse Benefit as described in Section 3 above is subject to the following conditions:

- A. A 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit) shall be effective in the case of the Surviving Spouse of a Participant who is not a pensioner only if the Spouse was married to the Participant throughout the year preceding the Participant's death.
- B. A 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit) and the Pre-retirement Surviving Spouse Benefit shall be effective in the case of the Surviving Spouse of a pensioner only if the pensioner and Spouse were married to each other on the Effective Date of the Participant's pension and for at least a one-year period before the pensioner's death. If the pensioner does not meet the requirements of this sub-section, the payment will revert to the normal form.
- C. Subject to the requirements for documentation described in Article VI, Section 2 above, the Employee or Beneficiary must file, before his effective date of pension, a written representation on which the Trustees are entitled to rely, concerning that Employee's marital status which, if false, gives the Trustees the discretionary right to adjust the dollar amount of the pension payments to the alleged Surviving Spouse so as to recoup any excess benefits which may have been erroneously paid.
- D. The monthly amount of the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit), once it has become effective, shall not be increased if the Spouse predeceases the Participant or in the event of a divorce.
- E. The rights of a prior Spouse or other family member to any share of a Participant's pension, as set forth under a QDRO, shall take precedence over any claims of the Participant's Spouse at the time of retirement or death.

## SECTION 5 NOTICE REQUIREMENTS:

- A. In the case of a 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit) the Trustees shall provide no less than thirty (30) days and no more than one hundred and eighty (180) days period (prior to September 1, 2007, ninety (90) days) prior to the annuity starting date of each Participant a written explanation of:
- (1) The terms and conditions of a 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit) and the terms and conditions of the 75% Qualified Optional Survivor Annuity (on and after April 1, 2009);
  - (2) The Participant's right to make and the effect of an election to waive the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit) form of benefit;
  - (3) The rights of a Participant's Spouse;
  - (4) The right to make and the effect of a revocation of a previous election to waive the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit); and
  - (5) The relative values of the various optional retirement benefits under the Plan as provided in Treasury Regulations section 1.417(a)-3.

The annuity starting date for a distribution in a form other than a 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit) may be less than 30 days after the receipt of the written explanation described in the preceding paragraph provided: (a) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit) and elect (with spousal consent) a form of distribution other than a 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit); (b) the Participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the seven (7) day period that begins the day after the explanation of the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit) is provided to the Participant; and (c) the annuity starting date is a date after the date that the written explanation was provided to the Participant.

Effective for Plan Years beginning on and after April 1, 2007, the Participant shall also receive an explanation of his or her right to defer distribution, as well as the consequence of his or her failure to defer the distribution, before making such election.

- B. In case of a Pre-retirement Surviving Spouse Benefit pursuant to Section 3 above, the Trustees shall provide each Participant within the applicable period for such Participant a written explanation of the Pre-retirement Survivor Spouse Benefit in

such terms and in such manner as would be comparable to the explanation provided for meeting the requirement of paragraph A above.

The applicable period for a Participant is whichever of the following periods ends last:

- (1) The period beginning with the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35);
- (2) A reasonable period ending after the individual becomes a Participant;
- (3) A reasonable period ending after paragraph C below ceases to apply to the Participant; or
- (4) A reasonable period ending after this Article VI first applies to the Participant.

Notwithstanding the foregoing, notice must be provided within a reasonable period ending after separation from service in the case of a Participant who separates from service before attaining age thirty-five (35).

For purposes of applying the preceding paragraph; a reasonable period ending after the enumerated events described in (2), (3), and (4) above is the end of the two-year period beginning one year prior to the date the applicable event occurs, and ending one year after that date. In the case of a Participant who separates from service before the Plan Year in which age thirty-five (35) is attained, notice shall be provided within the two (2) year period beginning one (1) year prior to separation and ending one (1) year after separation. If such a Participant thereafter returns to employment with the employer, the applicable period for such Participant shall be redetermined.

C. Notwithstanding the other requirements of this Section 5, the respective notices prescribed by this Section need not be given to a Participant only in those cases where:

- (1) The Plan "fully subsidizes" the cost of a 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit) or Pre-retirement Surviving Spouse Benefit; and
- (2) The Plan does not allow the Participant to waive the 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, the 66-2/3% Qualified Joint and Survivor Benefit ) or Pre-retirement Surviving Spouse Benefit and does not allow a married Participant to designate a non-spouse Beneficiary.

For purposes of this Section 5, the Plan fully subsidizes the costs of a benefit if no increase in cost, or decrease in benefits to the Participant may result from the Participant's failure to elect another benefit. Prior to the time the Plan allows the Participant to waive the Pre-retirement Surviving Spouse Benefit, the Plan may not charge the Participant for the cost of such benefit by reducing the Participant's benefits under the Plan or by any other method.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE VII DEATH BENEFITS

SECTION 1 PRE-RETIREMENT DEATH BENEFIT:

- A. If a Participant who is married one year and is vested dies and has not rejected the Joint and Survivor Benefit through a Qualified Election, the Trustees will provide the Spouse of the Participant a monthly benefit as set forth in Article VI, Section 3 of the Plan. Upon the payment of this benefit, no other benefit shall be payable to the Spouse or any other Beneficiary.
- B. If the Participant does not meet all of the requirements set forth above, but received two hundred (200) or more hours of Credited Service in either the current or preceding Plan Year or is vested, the person he has named as his Beneficiary shall receive a Death Benefit equal to all Employer Contributions less any disability or other payments made to the Participant. The benefit will be paid in a lump sum. Notwithstanding the preceding effective for deaths on and after July 2, 2010, in accordance with the Rehabilitation Plan, the Pre-Retirement Lump Sum Death Benefit described in this subsection B shall be eliminated.

SECTION 2 POST-RETIREMENT DEATH BENEFITS:

If any Post-Retirement Death Benefit is payable, it will be payable in accordance with the type of retirement benefit the Participant selected.

SECTION 3 WHEN PAID:

Death Benefits under this Article shall begin as described in Article VI, Sections 3(B) and 3(C).

SECTION 4 BENEFICIARY DESIGNATION:

Any Death Benefit payable prior to retirement of a Participant will be paid to the last designated Beneficiary so named on a form approved by the Trustees and received in the Fund Office prior to the Participant's death. The Participant has the right to change the designation of his Beneficiary at any time prior to retirement. The designation of any Beneficiary other than the Surviving Spouse shall be effective only with the Spouse's consent upon a form acceptable to the Trustees. The Spouse's consent must be witnessed by a notary public.

The designation of a Participant's Spouse as Beneficiary shall become void in the event the Participant's marriage is legally terminated by divorce. If the Participant wishes to designate the former Spouse as Beneficiary, a new Beneficiary card must be completed by the Participant after the divorce.

SECTION 5 NO BENEFICIARY DESIGNATION:

When a Participant shall die without designating a Beneficiary, the Death Benefit shall be paid to such Participant's legal Spouse, if any. If the Participant's legal Spouse shall have predeceased him or has ceased to be his legal Spouse, the Death Benefit shall be paid to the Participant's dependent children, if any, in equal shares. If no dependent children survive, the Death Benefit shall be paid to the estate of the deceased Participant.

## SECTION 6 VESTED STATUS-OR NONFORFEITABILITY:

Vested Status is earned as follows:

- A. A Participant's right to his Normal Retirement Benefit shall be nonforfeitable upon the date he attains Normal Retirement Age.
- B. A Participant who earns at least one (1) Hour of Service on or after the Merger Date acquires Vested Status in 100% of his benefit after completion of five (5) years of Vesting Service.
- C. A Participant in this Plan or a Predecessor Plan who does not earn one (1) Hour of Service after the Merger Date shall acquire Vested Status in accordance with the provisions of a Predecessor Plan.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE VIII ADMINISTRATION OF THE PLAN

SECTION 1 RESPONSIBILITY FOR ADMINISTRATION:

The Plan shall be administered solely by the Trustees, who are named fiduciaries under the Plan and employees or agents of the Trustees, acting for them as authorized, and the decisions of the Trustees or their agents in all matters pertaining to the administration of the Plan shall be final and binding, except that such decisions may be determined to be arbitrary or capricious by a court having jurisdiction over such matter. The Trustees shall have full authority to interpret and apply all provisions of this Plan, and shall have complete authority to determine the standard of proof required in any case. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.

SECTION 2 PRESERVATION OF BENEFITS:

If a Participant was eligible to receive a benefit under a Predecessor Plan and a benefit becomes payable under this Plan resulting from termination of employment after the Restatement Date; such benefit shall not be less than the benefit that would have been payable under the provisions of a Predecessor Plan.

SECTION 3 ONLY RIGHTS SPECIFICALLY GRANTED:

No Employee, former Employee, retired Employee, Beneficiary, or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest, or title shall have been specifically granted pursuant to the terms of said Plan.

SECTION 4 BENEFITS NOT ASSIGNABLE:

No benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment or encumbrance of any kind. The preceding sentence shall not apply to sums payable pursuant to a QDRO as defined in Code section 414(p) nor any offset of a Participant's benefits under the Plan against an amount that the Participant is ordered or required to pay to the Fund under any of the circumstances described in Code section 401(1)(13)(C). Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No retirement benefit nor the Pension Fund shall in any manner be liable for or subject to the debts or liabilities of any Employee or retired Employee entitled to any retirement benefits. If the Employee or retired Employee shall attempt to alienate, sell, transfer, assign, pledge or otherwise encumber his benefits or any part thereof under this Plan, or if by reason of his bankruptcy or other event happening as such time, such benefits would devolve upon anyone else or would not be enjoyed by him, or in the event of a legal disability of a retired Participant or his inability to care for his affairs, the Trustees in their discretion may terminate his interest in any such benefit and hold or apply it to or for the benefit of such person, his Spouse, dependent children, or any of them in such manner as the Trustees may deem proper. The foregoing shall 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, unless such order is determined to be a QDRO as defined in Code section 414(p), or any domestic relations order entered before January 1, 1985.

The Trustees shall establish reasonable procedures to determine the qualified status of a domestic relations order and to administer distributions mandated by a QDRO. However, such procedures shall not permit distribution to the alternate payee in a payment form otherwise not available under the Plan. Distributions to the alternate payee may be made in any form available to the Participant under the Plan, other than a qualified joint and survivor annuity with a subsequent spouse of the alternate payee.

Effective April 6, 2007, in accordance with Department of Labor guidance, a QDRO includes (A) an order that is issued after and with respect to another domestic relations order or QDRO, including an order that revises or amends a prior order; or (B) an order issued after the Participant's annuity starting date, divorce or death, provided that the other requirements for a "qualified domestic relations order" as set forth in the Plan's QDRO procedures and/or as defined in Code section 414(p) are satisfied.

#### SECTION 5 BENEFIT PAYMENTS:

- A. A Participant who is eligible to receive benefits under this Plan and who makes application in accordance with the rules of the Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder, of his life, subject to the other provisions of this Article and of any other applicable provisions of this Plan.
- B. Pension benefits shall be payable commencing with the first day of the first month following the month in which the claimant has fulfilled all the conditions for entitlement to benefits. Such first day is what is meant by the "Effective Date" of the pension.

A Participant may, however, elect in writing filed with the Trustees to receive benefits first payable for a later month provided that no such election filed may postpone the commencement of benefits to a date later than April 1 following the calendar year in which the Participant attains seventy and one-half (70-1/2).

The pension shall last be payable for the month in which the death of the pensioner occurs except as provided in accordance with a 50% Qualified Joint and Survivor Benefit (prior to April 1, 2011, a 66-2/3% Qualified Joint and Survivor Benefit) or any other provision of this Plan for payments after the death of the pensioner.

- C. Payment of benefits may begin sooner but shall begin no later than sixty (60) days after the last of the following dates, provided the Plan has received and approved a written application submitted by the Participant:
  - (1) the end of the Plan Year in which the Participant attained Normal Retirement Age;
  - (2) the end of the Plan Year in which the Participant separated from Covered Service;
  - (3) the date the Participant was located; or
  - (4) the date the Trustees were first able to ascertain entitlement to, or the amount of the pension.

Notwithstanding, the payment of benefits shall begin no later than April 1 of the calendar year following the year in which the Participant attained age 70-

1/2 and shall be based on the Vested Benefit accrued by the Participant through the end of the calendar year preceding such April 1. If there is a failure to properly file an application for benefits, the Plan will automatically begin payment of the Participant's benefits in the form of a 50% Qualified Joint and Survivor Annuity (66-2/3% Qualified Joint and Survivor Annuity prior to April 1, 2010), which shall be the default form of payment for satisfying Code section 401(a)(9) requirements for the commencement of benefits set forth in the preceding sentence. In the event that the Participant has not identified the birth date of the Participant's Spouse, the Plan shall assume that the Spouse is the same age as the Participant for the purpose of the 50% Qualified Joint and Survivor Annuity (66 2/3% Qualified Joint and Survivor prior to April 1, 2010.) Upon proper written application after the automatic commencement of benefits in the default form, the Plan shall permit a Participant to elect a form of payment available under the Plan and will adjust the Participant's benefit to reflect prior payment made under the default form of payment, effective as of the annuity starting date of the default form. At the time that a Participant submits a request for benefits under the Plan, the Trustees shall provide the Participant with a notification including a general description of the material features, and an explanation of the relative values, of the optional forms of benefit available under the Plan in a manner that satisfies the notice requirements of Code section 417(a)(3) and Treasury Regulation section 1.417(a)(3)-1.

If the Trustees, after a thorough and diligent search, cannot locate the Participant or Beneficiary who has experienced his or her Required Beginning Date, as defined in Article XIV, Section 6, subsection D, and to whom required distributions are required, then such payments will be forfeited to the extent permitted by applicable law subject to reinstatement if the Participant or Beneficiary is located. Upon locating such Participant or Beneficiary, the Plan shall pay the missed required distributions, with interest, from the Participant's or Beneficiary's Required Beginning Date to the date of the distribution. Interest shall be based on the Plan's actuarial equivalent factors, determined in accordance with Article I, Section 2, in effect on the date that such required distributions should have been made or such other interest rate prescribed by the Internal Revenue Service for such cases.

- D. Payment of benefits shall not include retroactive payments for any months for which a pension is due and payable, except as permitted under Article VIII, Section 9, subsection F of the Plan for retroactive payments of suspended benefits. Effective April 1, 2013, the Plan may make lump sum distributions to a Participant to the extent required for correcting the amount of a benefit payment pursuant to the procedures under the Employee Plans Compliance Resolution System and, while the Plan is in critical status, in accordance with the Rehabilitation Plan, only to the extent required for make-up payments pursuant to Article VIII, Section 9, subsection F or any similar payment of benefits under the Plan owed for a prior period.

#### SECTION 6 VESTED STATUS OR NONFORFEITABILITY:

- A. "Vested Status" is earned as follows:



- (1) A Participant's right to his Normal Retirement Benefit shall be nonforfeitable upon the date he attains Normal Retirement Age.
  - (2) A Participant who earns at least one (1) Hour of Service on or after April 1, 1989, acquires Vested Status in 100% of his benefit after completion of five (5) years of Vesting Service.
  - (3) A Participant in this Plan or a Predecessor Plan who does not earn one (1) Hour of Service after March 31, 1989, shall acquire Vesting Status in accordance with the provisions of a Predecessor Plan.
- B. No amendment of this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment.
- C. A Participant who terminates employment and who has not earned vested status shall suffer forfeiture when such Participant incurs five (5) consecutive Breaks in Service.

#### SECTION 7 INFORMATION REQUIRED:

The Trustees shall have the right to require, as a condition precedent to the payment of any benefit under the Plan, all information which they reasonably deem necessary, including records of employment, proof of dates of birth and death, evidence of existence, etc., and no benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employers, Employees, retired Employees and Beneficiaries, as applicable. Any misrepresentation by the applicant shall constitute grounds for the denial, suspension or discontinuance of the benefits, in whole or in part, for such applicant, or for the cancellation or recovery of benefit payments made in reliance thereon.

The Trustees may recover any payments made to a Participant, Beneficiary or other payee under circumstances whereby it is determined that such Participant, Beneficiary or payee has misrepresented or committed fraud in obtaining benefits from the Fund. The Trustees may recover such amounts pursuant to Article VIII, section 17 as if they were overpayments.

#### SECTION 8 RETIREMENT:

To be considered retired, a Participant must have separated from Covered Service and must not be engaged in "disqualifying employment" as defined in Article VIII, Section 9 (A) and 9(B).

#### SECTION 9 SUSPENSION OF BENEFITS:

- A. Disqualifying Employment (For Participants Who Commence Benefit Payments Before July 2, 2010):
- (1) For Hours of Service earned prior to April 1, 1998 (other than Service under a Predecessor Plan), the monthly benefit shall be suspended for any month in which the Participant is employed in disqualifying employment before he had attained age 60. "Disqualifying employment," for the period before age 60, is any employment or self-employment as a carpenter or other building trades craftsman or any employment with an Employer within, the geographical jurisdiction of any Local Union or District Council participating in or

sponsoring this Pension Fund or a Fund signatory to a reciprocal agreement to which this Fund is a party.

- (2) For Hours of Service earned on and after April 1, 1998 through December 31, 2001, the monthly benefit shall be suspended for any month in which the Participant is employed in disqualifying employment before his Normal Retirement Age. The term "disqualifying employment" means any employment or self-employment in the same industry or in the same trade or craft, and in the same geographic area. The term "same industry" means an industry in which the Participant was employed and accrued benefits under the Plan as a result of such employment. The term "same trade or craft" means any trade or craft in which the Participant worked at any time under the Plan. The term "same geographic area" means the geographic area over which the Union has jurisdiction. Nevertheless, there shall be no suspension of benefits for a Participant employed in disqualifying employment if:
  - (i) The Participant has attained Normal Retirement Age; and
  - (ii) The Participant is employed by an "Employer" as defined in this Plan.
- (3) For Hours of Service earned on and after January 1, 2002, the term "disqualifying employment" means any employment or self-employment in the same industry or in the same trade or craft, and in the same geographic area. The term "same industry" means an industry in which the Participant was employed and accrued benefits under the Plan as a result of such employment. The term "same trade or craft" means any trade or craft in which the Participant worked at any time under the Plan. The term "same geographic area" means the geographic area over which the Union has jurisdiction. Nevertheless, there shall be no suspension of benefits for a Participant employed in disqualifying employment if:
  - (i) The Participant has attained age 65;
  - (ii) The Participant is employed by an "Employer" as defined in this Plan; and
  - (iii) The Participant is performing non-bargaining unit work for the Employer.

In addition to the above, if the Participant has attained Normal Retirement Age, benefits will only be suspended if the employment satisfies the following conditions:

- (i) At least 40 hours or more per month (subject to equivalencies for shift work);
- (ii) In an industry in which employees covered by the Plan were employed and accrued benefits as a result of employment at the time that the payment of benefits commenced or would have commenced;
- (iii) In a trade or craft in which the employee was employed at any time under the Plan; and

- (iv) In the geographic area covered by the Plan at the time payment of benefits commenced or would have commenced.

Effective April 1, 2012, the exception described in (i) above shall apply to all retired Participants, *i.e.*, benefits will not be suspended in any month in which a retired Participant engages in less than 40 hours of employment or self-employment.

- (4) In addition, if the Participant has failed without just cause to notify the Plan of employment that may be the basis for suspension of benefits under subparagraph (1), (2) or (3) in accordance with the notification requirements of paragraph D, or has willfully misrepresented to the Plan with respect to disqualifying employment, the monthly benefit shall be suspended for an additional period of six (6) months, but not for any period on or after a Participant's Normal Retirement Age.
- (5) Notwithstanding the preceding, supervisory work performed by a Participant on or after July 1, 2013 that the Trustees, in their discretion, determine is performed as a superintendent is not "disqualifying employment" provided the Participant otherwise satisfies the applicable provisions of this Section 9. The following are some, but not all, of the factors supporting the conclusion that a Participant does not qualify for the superintendent exception: work is performed as a foreman or general foreman; work falls under the jurisdiction of a Collective Bargaining Agreement.

B. Disqualifying Employment (For Participants Who Commence Benefit Payments On or After July 2, 2010):

- (1) The term "disqualifying employment" means any work of 40 hours or more in a month in employment or self-employment of the type described below:
  - (i) In the same industry in which Employees covered by the Plan were employed and accruing benefits under the Plan at the time pension benefits commenced or would have commenced if the Participant had not remained in or returned to such work; and
  - (ii) In the same "trade or craft" in which the Participant was employed at any time while covered by the Plan or supervisory activities relating to such trade or craft. Trade or craft extends to any job or occupation using the same skill or skills; and
  - (iii) In the same geographic area covered by the Plan at the time pension benefits commenced or would have commenced if the Participant had not remained in or returned to such work.

An hour of work for purposes of the 40-hour requirement includes both work hours and non-work hours for which a Participant is compensated and for which vesting service is required by law.

- (2) In addition, if the Participant has failed without just cause to notify the Plan of employment that may be the basis for suspension of benefits under

subparagraph (1) in accordance with the notification requirements of paragraph D, or has willfully misrepresented to the Plan with respect to disqualifying employment, the monthly benefit shall be suspended for an additional period of six (6) months, but not for any period on or after a Participant's Normal Retirement Age.

- (3) Notwithstanding the preceding, supervisory work performed by a Participant on or after July 1, 2013 that the Trustees, in their discretion, determine is performed as a superintendent is not "disqualifying employment" provided the Participant otherwise satisfies the applicable notice provisions of this Section 9. The following are some, but not all, of the factors supporting the conclusion that a Participant does not qualify for the superintendent exception: work is performed as a foreman or general foreman; work falls under the jurisdiction of a Collective Bargaining Agreement.

C. Definition of Suspension:

"Suspension of benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension benefits pursuant to paragraph F of this section and in accordance with Section 1 of this Article VIII. This Section 9 does not apply to any minimum benefit to which the Participant is entitled under the top-heavy rules of Section 16 of this Article VIII.

D. Notices:

- (1) Upon commencement of pension payments to any Participant, the Trustees shall notify the pensioner of the Plan rules governing suspension of benefits in accordance with Department of Labor regulation section 2530.202-3. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rules of the Plan.
- (2) A pensioner shall notify the Plan in writing within thirty (30) days after starting any work of a type that has or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work. If a pensioner had worked in disqualifying employment in any month, and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked in such month and any subsequent month before the Participant gives notice that he had ceased disqualifying employment. The Participant shall have the right to overcome such presumption by establishing that his work was not, in fact, an appropriate basis, under the Plan, for suspension of his benefits.

If a pensioner has worked in disqualifying employment at a building or construction site and he has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he is engaged in such work for as long as the contractor has been and remains actively engaged at that site. The Participant shall have the right to overcome such presumption by

establishing that his work was not, in fact, an appropriate basis under the Plan for suspension of his benefits.

The Trustees shall inform all retirees, at least once every twelve (12) months of the re-employment notification requirement and the presumptions set forth in this paragraph.

- (3) In the event a pensioner whose pension has been suspended ceases working in disqualifying employment and wishes to reinstate pension benefits, the pensioner must notify the Plan in writing at least 30 days prior to the date the individual wishes his pension benefits to be started or reinstated. The Plan will reinstate pension payments on the later of the first day of the third calendar month after the month in which the individual ceases disqualifying employment, or 30 days after the written notice to start or reinstate the pension payments. The payment will date back to the month following the last month in which disqualifying employment occurred..
- (4) A Participant may ask the Plan whether a particular employment will be disqualifying. The Plan shall provide the Participant with its determination.
- (5) The Plan shall inform a Participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy of the relevant provisions of the Plan, reference to the applicable regulations 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 Participant to notify the Plan when his disqualifying employment ends. If the Plan intends to recover prior overpayments by offset under subparagraph F (2), the suspension notice shall explain the offset procedure and identify the amount expected to be recovered and the periods of employment to which they relate.

E. Review:

A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within sixty (60) days of the notice of suspension. The same right of review shall apply, under the same terms, to a determination by or on behalf of the Trustees that contemplated employment will be disqualifying.

F. Resumption of Benefit Payments:

- (1) 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 Participant's benefit was suspended, or 30 days after the written notice to start or reinstate the pension payments, if sooner, provided the Participant has complied with the notification requirements of subparagraph C (3) above and any overpayments are recovered.

- (2) Overpayments attributable to payments made for any month or months for which the Participant had disqualifying employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. The amount of offset to a monthly pension payable to a Participant shall not exceed 25% of the monthly pension payable before the reduction provided, however, this 25% limitation does not apply to the pension payments due for the first three months immediately following termination of the disqualifying employment in which the full benefit payment may be offset to the extent necessary to recoup an overpayment. If a pensioner dies before recovery of overpayments has been completed, deductions shall be made from the benefits payable to his Beneficiary or Surviving Spouse, subject to the aforementioned limitations on the monthly benefit reduction and to the extent permitted by law. This provision shall not be interpreted as waiving the rights of the Plan or its Trustees to recover the amounts of any overpayment by means other than reducing the amount of future pension payment.

#### SECTION 10 BENEFIT PAYMENTS FOLLOWING SUSPENSION:

- A. If a pensioner who returns to Covered Service, he shall, on subsequent termination of employment, be entitled to a recomputation of his pension amount based on any additional Credited Service.

A benefit will be recalculated on subsequent termination of employment in accordance with Proposed Treasury Regulation section 1.411(b)-2. Such recalculation will be based on the age of the pensioner when payment is resumed.

- B. If a pensioner who retired returns to work in disqualifying employment, he shall, upon his subsequent retirement, have his pension amount as determined in accordance with this Section 10 reduced by the actuarial equivalent of his previous pension payments received before Normal Retirement Age.

For the purpose of this subsection, the actuarial equivalent is determined by dividing the amount of a pensioner's previous pension payments received before Normal Retirement Age by the factor appropriate to his age upon his subsequent retirement, as shown in Schedule H in Appendix D attached hereto.

If the monthly benefit resulting from the reduction of the actuarial equivalence of payments received prior to Normal Retirement Age is less than the previous pension amount payable before Normal Retirement Age, the amount payable upon subsequent retirement will be set equal to the previous pension amount payable before Normal Retirement Age.

Overpayments will be recovered in accordance with Section 9 (F) (2).

- C. The amount determined under the above paragraphs shall be adjusted for the Joint and Survivor Benefit or any optional form of benefit in accordance with which the benefits of the Participant and any Surviving Spouse or Beneficiary are payable.

- D. A Joint and Survivor Benefit in effect immediately prior to a suspension of benefits and any other benefit following the death of the pensioner shall remain effective if the pensioner's death occurs while his benefits are in suspension.

#### SECTION 11 MENTALLY DISABLED APPLICANT:

In the event that the Trustees determine that a retired Employee is mentally or physically unable to give a valid receipt for any benefit due to him under the Plan, such payment may, unless claim shall have been made therefore by a legally appointed guardian, committee, or other legal representative, be paid to any person or institution then, in the judgment of the Trustees, providing for the care and maintenance of such retired Employee. Any such payment shall be a payment for the account of the retired Participant or payee and shall be a complete discharge of any liability of the Fund or the Trustees therefor.

#### SECTION 12 LUMP-SUM PAYMENT:

Notwithstanding any other provisions of this Plan, if the Actuarial Present Value of a benefit payable under the Plan equals five thousand dollars (\$5,000.00) or less as of the date the payment would start, the Trustees shall pay it in a single sum equal to that value upon written consent of the Participant or Beneficiary. For this purpose, Actuarial Present Value shall be determined in accordance with Article I, Section 2 specified for determining single lump sum values. This section shall not apply after payment of the Participant's pension has begun unless the Participant or Beneficiary consents in writing to the single sum distribution.

#### SECTION 13 NO EMPLOYER RIGHT TO FUND:

The Employers shall have no right, title, or interest in the contributions made by them or any of them to the Pension Fund and no part of the Pension Fund shall revert to the Employers or any part of them.

#### SECTION 14 LIMITATION ON BENEFITS:

- A. The limitations of this Section 14 shall apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.
- (1) General Rule. The Plan is subject to the limitations on benefits imposed by Code section 415 which are incorporated herein by this reference. The Limitation Year shall be the Plan Year. The provisions of this Section 14 are intended to meet the requirements of Code section 415. If there is a conflict between the provisions of this section and Code section 415, then Code section 415 will supersede these provisions. If no language is set forth in this Section 14, then the default rule under the final Treasury Regulations for Code section 415 applies.
- (i) The annual benefit payable to a Participant under the Plan at any time shall not exceed the Maximum Permissible Benefit determined pursuant to Code section 415. If the annual benefit the Participant would otherwise accrue in a Limitation Year would produce an annual benefit in excess of such limitation under Code Section 415, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

- (ii) The application of the provisions of this Section 14 shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of his Employer (or a predecessor employer) as of the end of the last Limitation Year beginning before July 1, 2007 under provisions of the plans that were both adopted and in effect before April 5, 2007.
- (2) Maximum Permissible Benefit. For Limitation Years after December 31, 2001, the Maximum Permissible Benefit, determined as if paid in the form of the single life annuity, shall not exceed a Defined Benefit Dollar Limitation of \$210,000 as of January 1, 2014 and as adjusted where required, effective January 1 of each year, under Code section 415(d) in such manner as the Secretary shall prescribe. A limitation as adjusted under section 415(d) will apply to Limitation Years ending with or within the calendar year for which the adjustment applies. Benefit increases resulting in the increases in the limitations of Code section 415(b) will be provided to all Employees who have one Hour of Service on or after the first day of the first Limitation Year ending after December 31, 2001.
- (3) Minimum Benefit. Notwithstanding the above pursuant to Code section 415(b)(4) and the regulations thereunder, the Maximum Permissible Benefit shall not be deemed to be exceeded if benefits payable for a Limitation Year with respect to such Participant under this Plan and under all other defined benefit plans maintained by his Employer as applicable to a multiemployer plan under Treasury Regulation section 1.415(b)-1(f)(3) is not greater than \$10,000, multiplied by a fraction - the numerator of which is the Participant's years (or part thereof, but not less than one year) of service (not to exceed ten) with the Employer and the denominator of which is ten and provided the Participant has not at any time participated in another plan maintained by the Employer that was maintained as a result of a Collective Bargaining Agreement involving the Union.
- (4) Adjustments for Optional Forms of Payment. A benefit payable in a form other than a single life annuity shall be adjusted in accordance with paragraphs (i) and (ii) below as an actuarial equivalent annual benefit before applying the limitations of this section.
  - (i) Payments Not Subject to Code section 417(e)(3). For a form of payment other than a benefit subject to Code section 417(e)(3), for Limitation Years beginning before July 1, 2007, the actuarial equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (i) the interest rate and mortality table or tabular factor specified in Section 2 of Article I of the Plan for purposes of adjusting benefits in the same form and (ii) a five percent (5%) interest rate assumption and the applicable mortality table as stated in Section 2 of Article I of the Plan for distributions subject to Code section 417(e)(3) for that annuity starting date. For Limitation Years beginning on or after July 1, 2007, the actuarial equivalent



single life annuity is equal to the greater of the (i) the annual amount of the single life annuity payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit and (ii) the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table as stated in Section 2 of Article I of the Plan for distributions subject to Code section 417(e)(3) for that annuity starting date.

- (ii) Payments Subject to Section 417(e)(3) of the Internal Revenue Code. For Plan Years beginning in 2006 or later, the actuarial equivalent single life annuity for a distribution subject to Code Section 417(e)(3) shall be the annual amount of the single life annuity that would be payable commencing at the annuity starting date that has the same actuarial present value as the particular form of benefit computed using the greatest of the following: (i) interest rate and mortality rates specified in Section 2 of Article I for adjusting benefits of the same form, (ii) an interest rate of five and one-half percent (5-1/2%) and the applicable mortality table specified in Section 2 of Article I of the Plan for distributions subject to Code section 417(e)(3), or (iii) the rate that would provide a benefit of not more than one hundred five percent (105%) of the annual amount that would be provided if the applicable interest rate and the applicable mortality table specified in Section 2 of Article I of the Plan for distributions subject to Code section 417(e)(3) were used. For distributions subject to Code section 417(e)(3) which have annuity starting dates that occur in a Plan Year beginning in 2004 or 2005, in accordance with the Pension Funding Equity Act of 2004, the actuarial equivalent single life annuity is equal to the annual amount of the single life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount: (i) the interest rate and mortality table or tabular factor specified in the Plan in Section 2 of Article I for adjusting benefits in the same form or (ii) a five and one-half percent (5-1/2%) interest rate assumption and the applicable mortality table as stated in the Plan in Section 2 of Article I for distributions subject to Code section 417(e)(3). The transition rule as described in IRS Notice 2004-78 shall not apply.

- (5) Adjustments for Early or Late Commencement of Retirement Benefit. Adjustment for less than ten (10) years participation or for the early or late commencement of a retirement benefit shall be made as follows:

- (i) Less Than Ten (10) Years Participation. If the Participant has fewer than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof not less than one year)

of participation in the Plan and (ii) the denominator of which is ten (10).

- (ii) Benefit Prior to Age Sixty-Two (62). If the benefit of a Participant begins prior to age sixty-two (62) and occurs in a Limitation Year beginning before July 1, 2007, the defined benefit dollar limitation applicable to the Participant at the annuity starting date is an annual benefit payable in the form of a single life annuity at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under subsection (i) above, if required) with actuarial equivalence computed using whichever of the following produces the smaller amount: [a] the Plan's interest rate and mortality table (or other tabular factor) as specified in Section 2 of Article I and [b] a five percent (5%) interest rate and the applicable mortality table defined in the Plan in Section 2 of Article I for distributions subject to Code section 417(e)(3).

- (A) Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007 and if the Plan does not have an immediately commencing Straight Life Annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under section subsection (i) for years of participation less than 10, if required) with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for the annuity starting date as specified in Section 2 of Article I (and expressing the Participant's age based on completed calendar months as of the annuity starting date).

- (B) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007 and if the Plan has an immediately commencing Straight Life Annuity payable at both age 62 and the age of benefit commencement, the defined benefit dollar limitation for the Participant's annuity starting date is the lesser of the limitation determined under subsection (A) above and the defined benefit dollar limitation (adjusted under subsection (i) above, if required) multiplied by the ratio of the annual amount of the immediately commencing single life annuity at the Participant's annuity starting date to the annual amount of the

immediately commencing single life annuity at age sixty-two (62), both determined without applying the limitations of this Section 14.

- (iii) Benefit After Age 65. If the annuity starting date of the benefit of a Participant occurs in a Limitation Year beginning before July 1, 2007 after the Participant attains age sixty-five (65), the defined benefit dollar limitation applicable to the Participant at the Participant's annuity starting date shall be the annual benefit payable in the form of a single life annuity beginning at the Participant's annuity starting date that is the actuarial equivalent to the defined benefit dollar limitation applicable to the Participant (adjusted under subsection (i) above, if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: [a] the interest rate and mortality table (or other tabular factor) specified in Section 2 of Article I of the Plan and [b] a five percent (5%) interest rate and the applicable mortality table defined in Section 2 of Article I of the Plan for distributions subject to Code section 417(e)(3).
- (A) Plan Does Not have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing Straight Life Annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation at the Participant's annuity starting date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's annuity starting date that is the actuarial equivalent of the defined benefit dollar limitation (adjusted under subsection (i) for years of participation less than 10, if required), with actuarial equivalence computed using a 5 percent interest rate assumption and the applicable mortality table for that annuity starting date as specified in Section 2 of Article I of the Plan (and expressing the Participant's age based on completed calendar months as of the annuity starting date.
- (B) Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the annuity starting date of the benefit of a Participant occurs in a Limitation Year beginning on or after July 1, 2007 after the Participant attains age sixty-five (65) and the Plan has an immediately commencing Straight Life Annuity payable at both age 65 and the age of benefit commencement, the defined benefit dollar limitation applicable to the Participant at the Participant's annuity starting date shall be the lesser of the limitation determined under subsection (A) above and the defined benefit dollar

limitation (adjusted under subsection (i) above, if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing single life annuity at the Participant's annuity starting date to the annual amount of the adjusted immediately commencing single life annuity at age sixty-five (65), both determined without applying the limitations of this Section 14.

- (6) Aggregation. The limitations of this section shall be determined and applied taking into account the aggregation rules in Treasury Regulation section 1.415(f)-1.
- (i) The benefits under this Plan are not aggregated with any other multiemployer plans as defined in Code section 414(f).
  - (ii) Effective for Limitation Years after December 31, 2001, the compensation limit of Code section 415(b)(1)(B) does not apply to the Plan.
  - (iii) Effective for Limitation Years on and after July 1, 2007, benefits earned under the Plan by a Participant attributable to periods of employment with all Employers participating in the Plan must be taken into account in applying the limitations of Code section 415.
  - (iv) Notwithstanding paragraph (iii) above, for purposes of applying the limitations under this Section 14, a Participant's benefits under this Plan shall be aggregated with benefits earned by the Participant under another defined benefit plan maintained by his Employer that is not a multiemployer plan pursuant to the following rule. Effective for Limitation Years on and after April 1, 2009, in aggregating the benefits under this Plan with any plan that is not a multiemployer plan maintained by a Participant's Employer, only the benefits under this Plan that are earned during periods of employment with such Employer shall be treated as benefits provided under a plan maintained by such Employer.
  - (v) In the event that the benefits accrued in any Limitation Year by a Participant exceed the limits under Code section 415 as a result of the mandatory aggregation of this Plan with the benefits under another plan maintained by his Employer that is not a multiemployer plan, the benefits of such other plan shall be reduced to the extent necessary to comply with Code section 415 in applying the dollar limitations of Code section 415(b)(1)(A).

B. Definitions: The following definitions shall apply for purposes of this Section 14:

- (1) Employer: For purposes of this Section 14, "Employer" shall mean an Employer as defined in Section 11 of Article I 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 Code section 414(o).

- (2) Limitation Year: The Plan 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.
- (3) Year of Participation: The Participant shall be credited with a "Year of Participation" (computed to fractional parts of a year) for each accrual computation period for which the following conditions are met: (a) The Participant is credited with at least the number of hours of service (or period of service if the elapsed time method is used) for benefit accrual purposes, required under the terms of the Plan in order to accrue a benefit for the accrual computation period, and (b) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the accrual computation period. If these two conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of benefit accrual service credited to the Participant for such accrual computation period. A Participant who is permanently and totally disabled within the meaning of Code section 415(c)(3)(C)(i) for an accrual computation period shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for an accrual computation period, the Plan must be established no later than the last day of such accrual computation period. In no event will more than one (1) Year of Participation be credited for any twelve (12) month period.

#### SECTION 15 DIRECT ROLLOVERS OF PLAN DISTRIBUTIONS:

- A. General Rule. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election, a distributee may elect, at the time and in the manner prescribed by the Trustees to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover. This provision shall be effective for Plan Years commencing after December 31, 1992.
- B. Definitions. For purposes of this Section 15, the following definitions shall apply:
  - (1) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution that is reasonably expected to total less than Two Hundred Dollars (\$200.00) during a Plan Year.

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

For distributions made after December 31, 2001, for purposes of the direct rollover provisions in this Section 15 of Article VIII of the Plan, eligible retirement plan shall also mean an annuity contract described in Code section 403(b) and an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a QDRO, as defined in Code section 414(p).

Effective for eligible rollover distributions made on or after January 1, 2008, an eligible retirement plan shall also mean a Roth IRA described in Code section 408A provided that eligible rollover distributions made on or after January 1, 2008 are subject to the adjusted gross income limits of Code section 408A(c)(3)(B), as applicable, and the distribution rules of Code section 408A(d)(3).

- (3) Distributee. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the, Employee's or Employee's Spouse or former Spouse who is the alternate payee under a QDRO, as defined in Code section 414(p), are distributees with regard to the interest of the Spouse or former Spouse.
- (4) Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.
- (5) Non-Spouse Beneficiary Rollovers. Notwithstanding Article VIII, Section 15(B)(3) above, effective April 1, 2010, if a Beneficiary designated pursuant to Section 4 of Article VII of the Plan is an individual other than the Surviving Spouse of the Participant, the Beneficiary may elect a direct rollover, provided that the distributed amount is an eligible rollover distribution" in accordance with Article VIII, Section 15(B)(1). The direct rollover must be made to an individual retirement plan described in Code section 408(a) or (b) (an "IRA") that is established for the purpose of receiving the distribution on behalf of the Beneficiary and will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11). If the amount distributed from the Plan is received by Beneficiary, the distribution is not eligible for rollover. Distributions made pursuant to this section shall be subject to the direct rollover requirements of Code section 401(a)(31), the notice requirements of Code section 402(f) and the mandatory withholding requirements of Code section 3405(c). The Board of Trustees shall

administer rollovers for non-spouse Beneficiaries in accordance with all applicable law and guidance.

#### SECTION 16 TOP HEAVY PROVISIONS:

If the Plan is or becomes a Top-Heavy Plan, as defined in this Section 16, the provisions of section 16 will supersede any conflicting provisions in this Plan. This section 16 is intended to provide Participants with only the benefits and rights they are required to receive under Code section 416 and regulations issued thereunder. Code section 416 regulations shall control to the extent there are any inconsistencies between these provisions and the provisions of this section 16. The following provisions are effective as of April 1, 2002:

##### A. Minimum Accrued Benefit.

- (1) Notwithstanding any other provision to the Plan except (3), (4), (5) and (6) below, for any Plan Year in which this Plan is top-heavy, each Participant who is not a key employee and has completed one thousand (1,000) Hours of Service will accrue a benefit (to be provided solely by Employer Contributions and expressed as a life annuity commencing at Normal Retirement Age) of not less than two percent (2%) of his or her highest average Compensation for the five consecutive years for which the Participant had the highest Compensation. The aggregate Compensation for the years during such five (5) year period in which the Participant was credited with a year of service will be divided by the number of such years in order to determine average annual Compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even though under other Plan provisions the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because (i) the non-key employee fails to make mandatory contributions to the Fund, (ii) the non-key employee's Compensation is less than a stated amount, (iii) the non-key employee is not employed on the last day of the accrual computation period, or (iv) the Plan is integrated with Social Security.
- (2) For purposes of computing the minimum accrued benefit, Compensation shall mean Compensation as defined in Article I, Section 6 of the Plan, as limited by Code section 401 (a)(17).
- (3) Effective as of April 1, 2002, no accrual shall be provided pursuant to (1) above for a year in which the Plan does not benefit any key employee or former key employee.
- (4) No additional benefit accruals shall be provided pursuant to (1) above to the extent that the total accruals on behalf of the Participant attributable to Employer Contributions will provide a benefit expressed as a life annuity commencing at Normal Retirement Age that equals or exceeds twenty percent (20%) of the Participant's highest average Compensation for the five (5) consecutive years for which the Participant had the highest Compensation.
- (5) The provision in (1) above shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Employer and the

Employer has provided in such plan or plans that the minimum allocation or benefit requirement applicable plan or plans.

- (6) All accruals of Employer-derived benefits, whether or not attributable to years for which the Plan is top-heavy, may be used in computing whether the minimum accrual requirements of paragraph (3) above are satisfied.
- (7) Any top-heavy minimum benefit requirement shall be met by this Plan rather than by any other plan aggregated with or covering the Employees who are Participants in this Plan.

- B. Adjustment for Benefit Form. If the form of benefit is other than a Straight Life Annuity, the Employee must receive an amount that is the actuarial equivalent of the minimum Straight Life Annuity benefit. If the benefit commences at a date other than at Normal Retirement Age, the Employee must receive at least an amount that is the actuarial equivalent of the minimum Straight Life Annuity benefit commencing at Normal Retirement Age.
- C. Nonforfeitability of Minimum Accrued Benefit. The minimum accrued benefit required (to the extent required to be nonforfeitable under Code section 416(b)) may not be forfeited under Code section 411(a)(3)(B) or Code 411(a)(3)(D).
- D. Minimum Vesting Schedules. For any Plan Year in which the Plan is top-heavy, any Participant with at least three (3) years of service shall be a Vested Participant. This minimum vesting schedule applies to all benefits within, the meaning of Code section 411(a)(7) except those attributable to Employee contributions, including benefits accrued before the effective date of Code section 416 and benefits accrued before the Plan became top-heavy. Further, no decrease in a Participant's non-forfeitable percentage may occur in the event the Plan's status as top-heavy changes for any Plan Year. However, this section does not apply to the Accrued Benefit of any Employee who does not have an Hour of Service after the Plan has initially become top-heavy and such Employee's Accrued Benefit attributable to Employer Contributions and forfeitures will be determined without regard to this section.
- E. Definitions: The following definitions shall apply for purposes of this Section 16:
  - (1) Key Employee. Effective as of April 1, 2002, any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year containing the determination date, was an officer of the Employer having annual Compensation from the Employer greater than \$170,000 (as of January 1, 2014 and as adjusted under section 416(i)(1) of the Code), a five-percent (5%) owner of the Employer, or a 1-percent (1%) owner of the Employer having "Annual Compensation" of more than \$150,000. For this purpose, "Annual Compensation" means Compensation within the meaning of Code section 415(c)(3). The determination of who is a Key Employee will be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.
  - (2) Top-Heavy Plan: For any Plan Year beginning after December 31, 1983, this Plan is top-heavy if any of the following conditions exists:



- (i) If the top-heavy ratio for this Plan exceeds sixty-percent (60%) and this Plan is not part of a required aggregation group or permissive aggregation group of plans.
- (ii) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds sixty-percent (60%).
- (iii) If this Plan is a 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 sixty-percent (60%).

For purposes of computing the present value of accrued benefits used to determine the top-heavy ratio, the same actuarial assumptions must be used by all defined benefit plans maintained by the members of the aggregation group.

(3) Top-Heavy Ratio: Effective April 1, 2002,

- (i) If the Employer maintains one (1) or more defined benefit plans and the Employer has not maintained any defined contribution plan (including any simplified employee pension, as defined in Code section 408(k)) which during the five (5) year period ending on the determination date(s) has or has had account balances, the top-heavy ratio for this plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits of all key employees as of the determination date(s), (including any part of any accrued benefit distributed in the one (1) year period ending on the determination date(s) (five (5) year period in case of a distribution made for a reason other than severance from employment, death or disability), and the denominator of which is the sum of the present value of accrued benefits (including any part of any accrued benefits distributed in the one (1) year period ending on the determination date(s) (five (5) year period in case of a distribution made for a reason other than severance from employment, death or disability), determined in accordance with Code section 416 and the regulations thereunder.
- (ii) If the 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) which during the five (5) year period ending on the determination date(s) has or has had any account balances, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the present value of accrued benefits under the aggregated defined benefit plan or plans for all key employees, determined in accordance with (i) above, and the sum of account balances under the aggregated defined contribution plan or plans for all key employees as of the determination date(s), and the denominator of which is the sum of the present value of accrued benefits under the defined benefit plan or plans for all Participants,

determination in accordance with (i) above, and the account balances under the aggregated defined contribution plan or plans for all Participants 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 in both the numerator and denominator the top-heavy ratio are increased for any distribution of an account balance made in the one (1) year period ending on the determination date (five (5) year period in case of a distribution made for a reason other than severance from employment, death or disability).

- (iii) For purposes of (i) and (ii) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the 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 accrued benefits and the amounts of account balances of any individual (1) who is not a key employee but who was a key employee in a prior year, or (2) who has not been credited with at least one (1) Hour of Service with any employer maintaining the plan at any time during the one (1) year period ending on the determination date shall not be taken into account. The calculation of the top-heavy ratio, and the extent to which distributions, rollover, 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 dates that fall within the same calendar year.

The Accrued Benefit of a Participant other than a key employee shall be determined under (a) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (b) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Code section 411(b)(1)(C).

- (4) Permissive Aggregation Group: The required aggregation group of plans plus any other plan or plans of the Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Code sections 401(a)(4) and 410.
- (5) Required Aggregation Group: (1) Each qualified plan of the Employer in which at least one key employee participates or participated at any time during the Plan Year containing the determination date or any of the four preceding Plan Years (regardless of whether the plan has terminated), and (2) any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Code sections 401(a)(4) or 410 .

- (6) Determination Date: For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.
- (7) Valuation Date: The last day of the Plan Year.
- (8) Present Value: For purposes of establishing present value to compute the top-heavy ratio, any benefit shall be discounted only for mortality and interest based on the following:
  - (i) Interest rate: 7%
  - (ii) Mortality Table: 1983 Group Annuity Mortality Table

#### SECTION 17 OVERPAYMENTS:

The Plan shall have the right to recover amounts paid to or on behalf of any individual who was not entitled to such payment through appropriate legal or equitable action, including but not limited to the initiation of a collection action under ERISA or applicable Federal or state law, the imposition of a constructive trust or the filing of a claim for equitable lien. The Plan shall have the right to reduce future payments due to such individual, including the individual's Spouse or other Beneficiary. The Plan is entitled to recover the principal amount of the overpayment plus interest at a rate determined by the Trustees and all costs of collection.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE IX FUNDING OF BENEFITS

SECTION 1 SOURCE OF CONTRIBUTIONS:

All contributions to the Pension Fund shall be made only by Employers on behalf of Employees in whose behalf such contributions are required by an applicable Collective Bargaining Agreement or other written agreements. Contributions by an Employee shall not be permitted under the Plan. Contributions by an Employer for himself shall likewise not be permitted.

SECTION 2 BENEFITS LIMITED TO THE CAPACITY OF THE FUND:

All benefits under the Plan shall be payable through employees or agents of the Trustees acting under their authority. Anything in the Plan to the contrary notwithstanding, no benefits shall be payable except those which can be provided under the Plan and no person shall have any claim for benefits against the Union, any Employer, or the Trustees.

SECTION 3 ACTUARIAL VALUATIONS AND PLAN REVIEW:

These rules and regulations and the benefits provided under this Plan have been adopted by the Board of Trustees on the basis of an actuarial estimate which has established to the extent possible that the income and accruals of the Pension Fund will be fully sufficient to support this benefit plan on a permanent basis. However, it is recognized that, in the future, the income and/or liabilities of the Pension Fund may be substantially different from those previously anticipated. The Board of Trustees shall have prepared at least as often as required by law, an actuarial evaluation of the Pension Fund. Upon the basis of all the facts and circumstances, the Board of Trustees may from time to time amend these rules and regulations and the benefits provided for thereby including any increase or decrease in benefits amounts.

SECTION 4 FUNDING STATUS, BENEFIT LIMITATIONS AND NOTIFICATIONS:

The Plan will comply with the funding rules, benefit limitations and notifications pursuant to Code sections 431 and 432 and related Treasury Regulations and guidance issued by the Internal Revenue Service, to the extent applicable.

SECTION 5 FRESH START WITHDRAWAL LIABILITY RULE:

The amount of an Employer's withdrawal liability is the amount of unfunded vested benefits allocable to the Employer who has withdrawn from the Plan. Withdrawal liability shall be determined in accordance with the presumptive method as described in section 4211(b), Subtitle E of Title IV of ERISA. The Plan has adopted the "fresh start option" under ERISA section 4211(c)(5)(E) and therefore has substituted the "Plan Year ending March 31, 2001" for all references to "plan year(s) ending before September 26, 1980" within ERISA sections 4211(b)(1)(B), 4211(b)(2)(B)(ii)(I), 4211(b)(2)(D), 4211(b)(3) and 4211(b)(3)(B); and further substituting the "Plan Year(s) ending after March 31, 2001" for all references to "plan year(s) ending after September 25, 1980" within ERISA sections 4211(b)(1)(A), 4211(b)(2)(A) and 4211(b)(2)(B)(ii)(II), unless the Plan is amended to adopt an alternative allocation method for nonconstruction Employers and such amendment is approved by the Pension Benefit Guaranty Corporation.

#### SECTION 6 FREE LOOK WITHDRAWAL LIABILITY RULE:

An Employer who first becomes obligated to contribute to the Plan on or after September 26, 1980 shall not be subject to the imposition of withdrawal liability under Section 5 above if the following conditions are satisfied.

- A. The Employer withdraws in a complete or partial withdrawal from the Plan within the first five (5) years from the date that the Employer first became obligated to contribute to the Plan;
- B. The Employer's contribution obligation in each Plan Year through the date of the withdrawal was less than two (2) percent of the total of all Employer contributions made to the Plan for each such Plan Year;
- C. The Employer has never avoided withdrawal liability to the Plan by application of this Section 6; and
- D. The ratio of assets for the Plan Year preceding the first Plan Year for which the Employer became obligated to contribute to the Plan to the benefit payments made by the Plan during such Plan Year was at least 8 to 1.

In the event an Employer withdraws from the Plan, satisfies all of the conditions set forth above and, absent the application of this rule, withdrawal liability would otherwise be imposed under Section 5 above, all Vesting Service and Credited Service as a result of service with the Employer prior to the Employer's participation date, which are not otherwise canceled by another provision of the Plan, shall be canceled, except in the case of a Participant who has commenced receiving benefits under the Plan or the Beneficiary of such Participant.

## INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

### ARTICLE X BENEFIT APPLICATION, ELECTION, AND APPEAL PROCEDURE

#### SECTION 1 APPLICATIONS:

A benefit must be applied for in writing and filed on an approved form with the Trustees in advance of its effective date. Except as provided in Article VIII, Sections 5 and 7, a benefit shall first be payable on the first day of the month in which the application is filed, unless the Trustees find that failure to make timely application was due to extenuating circumstances.

#### SECTION 2 RIGHT OF APPEAL:

- A. The Trustees shall provide every applicant whose application for a benefit is denied wholly or partially with a written notice setting forth the specific reason or reasons for the denial, references to pertinent Plan provisions on which the denial was based, a description of any additional information necessary for the claimant to perfect his claim if such is the case and an explanation of the Plan's appeal procedure. Further, the Trustees shall adopt a written appeal procedure which shall provide a claimant with a reasonable opportunity to appeal a full or partial denial of a benefit application.
- B. The decision of the Trustees upon appeal is final and binding. In the event a claim for benefits has been denied upon appeal, no lawsuit or other action against the Plan or Trustees may be filed until the matter has been submitted for review under the review procedures set forth in ERISA.

#### SECTION 3 TRUSTEES' DISCRETION:

Benefits under this Plan will be paid only if the Trustees decide in the Trustees' discretion that the applicant is entitled to them.

# INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

## ARTICLE XI AMENDMENTS AND TERMINATION OF THE PENSION PLAN

### SECTION 1 PLAN AMENDMENTS:

Any amendment of the Plan may be made retroactively by the unanimous action of the Trustees, in order to qualify and maintain the Plan and Fund as tax-qualified under applicable provisions of the Code.

The Trustees may, by majority action, amend the Plan. However, no amendment shall be made which results in reduced pension benefits for any Participant whose rights have already vested under the provisions of this Plan or any Predecessor Plan on the date the amendment is made, except as provided by law.

If the Plan's vesting schedule, if any, is amended, the Plan is amended in any way that directly or indirectly affects the computation of a Participant's nonforfeitable percentage, or the Plan is deemed amended by an automatic change to or from a top-heavy vesting schedule, as set forth Article VIII, Section 16(D), in the case of an Employee who is a Participant as of the later of the adoption date of such amendment or change or the effective date of such amendment or change, the nonforfeitable percentage (determined as of that date) of such Employees' Employer-provided Accrued Benefit will not be less than the percentage computed under the Plan without regard to such amendment or change. Furthermore, each Participant with at least three (3) years of Vesting Service may elect within a reasonable period after the adoption of the amendment or change to have his nonforfeitable percentage computed under the Plan without regard to such amendment or change. For a Participant who does not have at least one (1) Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence shall be applied by substituting five (5) years of Vesting Service for three (3) years of Vesting Service wherein such language appears. The period during which the election may be made will begin with the date the amendment is adopted or deemed to have been made and shall end on the latest of:

- A. 60 days after the amendment is adopted;
- B. 60 days after amendment becomes effective; or
- C. 60 days after the Participant is sent written notice of the amendment.

With respect to benefits accrued as of the later of the adoption or effective date of the amendment, the vested percentage of each Participant will be the greater of the vested percentage under the old vesting schedule or the vested percentage under the new vesting schedule.

No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit. For purposes of this Article XI, a Plan amendment that has the effect of (1) eliminating or reducing an early retirement benefit or retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the amendment shall be treated as reducing Accrued Benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. Notwithstanding the preceding sentences, a Participant's Accrued Benefit, Early Retirement Benefit, retirement-type subsidy, or optional form of benefit may be reduced to the extent permitted under Code section 412(c)(8) (for Plan Years beginning on or

before December 31, 2007) or Code section 412(d)(2) (for Plan Years beginning after December 31, 2007), or to the extent permitted under Treasury Regulation sections 1.411(d)-3 and 1.411(d)-4.

## SECTION 2 TERMINATION OF THE PLAN:

The Trustees shall have the right to discontinue or terminate the Plan in whole or in part. The Plan shall cease and terminate upon the happening of any one or more of the following events:

- A. In the event the Plan shall be, in the opinion of the Trustees, inadequate to carry out the intent and purpose of the Trust Agreement creating the Plan or to meet the payments due or to become due under the agreement to persons already drawing benefits.
- B. In the event there are no individuals living who can qualify as Employees hereunder.
- C. In the event of termination by action of the Union and the Employers.
- D. Upon action taken by the Pension Benefit Guaranty Corporation pursuant to provisions of ERISA section 4042(a).

## SECTION 3 PROCEDURES IN EVENT OF TERMINATION:

The Trustees shall file, prior to the effective date of a full termination, a notice with the Pension Benefit Guaranty Corporation that the Plan is to be terminated on the proposed termination date in accordance with such procedures. If any provision in this Section 3 is inconsistent with such procedures, the procedures under the Pension Benefit Guaranty Corporation shall apply. The termination may not be earlier than ten days after the filing of such notice. The Trustees will pay no amount pursuant to this Article XI unless they receive notice, within 90 days subsequent to the proposed termination date, from the Pension Benefit Guaranty Corporation that the assets held under the Fund are sufficient to discharge the obligations of the Fund as determined by the Pension Benefit Guaranty Corporation. In this event the Trustees may distribute the assets of the Plan in the manner described in Article VIII of the Trust Agreement. In the case of a partial termination, the pertinent assets may be distributed in accordance with Article VIII of the Trust Agreement without notice to the Pension Benefit Guaranty Corporation, provided such action is consistent with the then applicable law. If, within such 90-day period the Pension Benefit Guaranty Corporation is unable to determine, pursuant to a notice of termination, that the assets held under the Plan are sufficient to discharge, when due, the obligations of the Plan, the Pension Benefit Guaranty Corporation will notify the Trustees of that finding within the 90-day period and may institute proceedings to terminate the Plan. In this event, the Pension Benefit Guaranty Corporation will be responsible for determining the degree of insurance coverage, the priority of claims, and the distribution of assets and insurance proceeds to all claimants. In the case of a partial termination, the pertinent assets may be distributed in accordance with Article VIII of the Trust Agreement without notice to the Pension Benefit Guaranty Corporation, provided such action is consistent with the then applicable law.

In the event of any termination or partial termination, the rights of all affected Participants to benefits accrued to the date of termination shall become fully vested to the extent funded.



#### SECTION 4 LIABILITY OF EMPLOYER UPON TERMINATION:

Any Employer who is making contributions at the time the Plan is terminated or who has made contributions at any time during a five (5) year period preceding the date of termination shall be subject to liability to the extent as determined by the Pension Benefit Guaranty Corporation.

#### SECTION 5 MERGERS AND CONSOLIDATIONS:

Effective when, and to the extent, required by Federal law, no merger or consolidation with, or transfer of assets or liabilities to, any other Plan shall be made unless, in the event the Plan is terminated after such merger, consolidation or transfer, the following conditions are met:

- A. No Participant's or designated Beneficiary's Accrued Benefit (determined in accordance with Code section 411) is lower immediately after the effective date of the merger, consolidation or transfer than the benefit immediately before that date; and
- B. Resolutions of the Board of Trustees under this Plan and of the board of trustees or other corresponding agency of responsibility under the other plan shall authorize such transfer of assets; and the latter resolution shall include an assumption of liabilities with respect to Participants transferred to the other plan; and
- C. Such other plan and trust are qualified under Code Sections 401(a) and 501(a).

# INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

## ARTICLE XII PARTIAL PENSIONS

### SECTION 1 PURPOSE:

Partial Pensions shall be provided under the International Reciprocal Agreement for Carpenter Pension Funds for Employees who otherwise lack sufficient Credited Service to be eligible for any pension because their years of employment were divided among different participating pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

### SECTION 2 RELATED PENSION CREDITS:

For purposes of the Reciprocal Agreement the term "Pension Credits" shall mean those periods of service during which credit is granted for benefit accrual purposes. Pension Credits shall not necessarily cover periods for which a plan grants credit for vesting purposes under ERISA. Pension Credits accumulated and maintained by an Employee under one (1) of the plans signatory to this Agreement shall be recognized under this Agreement by the other signatory plans as Related Pension Credits. Pension Credits under each plan shall be based on the rules in effect in that plan at the time the employment occurred.

### SECTION 3 COMBINED PENSION CREDITS:

The Pension Credits granted under each of the plans signatory to the Agreement together comprise the Employee's Combined Pension Credits. In no case will more than one (1) year of Pension Credit be counted for any twelve (12) consecutive calendar months.

If the Employee has in a calendar year worked under two (2) or more plans and accumulated fractional years of Pension Credit which together add up to more than one (1) year of credit for that calendar year, then the Pension Credit recognized under the Agreement shall be limited to one (1) year. Pension Credit will first be counted under the plan which provides the highest benefit accrual rate. The other plans(s) shall count as Pension Credit the necessary fractional year(s) in a declining benefit accrual rate order, which will bring the total to exactly one (1) year of Pension Credit for the Employee.

### SECTION 4 TRANSFER OF CONTRIBUTIONS:

Notwithstanding any other provisions of this Article XII to the contrary, an Employee whose Home Pension Fund is signatory to Exhibit B of the Reciprocal Agreement and who works under the jurisdiction of and has contributions made to a Pension Fund signatory only to Exhibit A of the International Reciprocal Agreement shall have such contributions forwarded to his Home Pension Fund:

- A. If during any calendar year such Employee does not earn some Pension Credit under the Pension Fund signatory only to Exhibit A of the Reciprocal Agreement; and
- B. If at the end of any three (3) calendar year period such Employee has not earned a total of at least one (1) year of Pension Credit in a Pension Fund signatory only to Exhibit A of the Reciprocal Agreement, such contributions will be sent to his Home Fund.

#### SECTION 5 ELIGIBILITY FOR BENEFITS:

An Employee shall be eligible for a Partial Pension if he satisfies all of the following requirements:

- A. He would be eligible for any type of pension under the Plan if his combined Pension Credit were treated as credit under that plan; and
- B. He has, under two or more of the signatory plans, at least one (1) year of Pension Credit since January 1, 1955; and
- C. In case of an Employee applying for a pension based on disability, he is able to meet the definition of disability in each of the signatory plans, or in the case of an Employee applying for a pension based on age, he meets the minimum age requirement in each of the signatory plans which will be paying Partial Pensions; and
- D. At least two (2) plans will actually be paying a Partial Pension under the terms of the "Reciprocal Agreement."

#### SECTION 6 ELECTION OF PENSION:

If an Employee is eligible for more than one (1) type of pension or optional form of benefit under the signatory plans, he shall be entitled to elect the type and form of pension he is to receive from each plan.

#### SECTION 7 PARTIAL PENSION AMOUNT:

The amount of the Partial Pension payable by each signatory plan under which an Employee qualifies for a pension shall be the benefit amount he accrued under that plan during the period he earned Pension Credit under that plan.

#### SECTION 8 PAYMENT OF PARTIAL PENSIONS:

The payment of a Partial Pension shall be subject to all of the conditions contained in the signatory plans applicable to other types of pensions. If a Partial Pension is suspended by one (1) plan, it may be suspended by other plan(s). Any plan suspending a pensioner's benefit shall notify all other affected plans.

#### SECTION 9 OTHER BENEFITS:

The obligation of each of the plans signatory to the Agreement is limited to pension benefits, including survivor's pensions after retirement payable as a result of election of a Joint and Survivor Pension or guaranteed period payments. The Agreement shall not apply to any Pre-retirement Death or Survivors' Benefits. Other benefits provided by any of the plans after retirement, such as lump sum death benefits, level income or lump sum option, health benefits, etc., are not covered by the Agreement. However, nothing in the Agreement shall prohibit any plan from providing such benefits in accordance with its own rules and regulations.

#### SECTION 10 BENEFIT INCREASES:

After an Employee leaves the jurisdiction of one (1) of the signatory plans, the benefit level in that plan may be later increased. Benefits from that plan may be computed at the benefit level in effect at

the time the Participant last earned Pension Credit under that plan or the level at the time the pension is effective, at the option of each plan.

#### SECTION 11 APPLICATION PROCEDURE:

The plan under which an Employee first makes application for benefits shall initiate the processing of a Partial Pension with the other signatory plans based upon the information supplied by the Employee as to where he worked. Each plan agrees to provide the other plans with complete data, certified by an authorized administrator or plan employee, in order to process Partial Pensions promptly under the Agreement.

#### SECTION 12 BREAKS IN SERVICE:

In applying the rules of each plan with respect to cancellation of Pension Credit, any Pension Credit earned during a period in which the Employee worked in the jurisdiction of another signatory plan shall be considered when determining whether there has been, a permanent Break in Service.

# INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

## ARTICLE XIII TRANSFER OF CONTRIBUTIONS

### SECTION 1 PURPOSE:

A Pension is provided under this Plan for Employees who would otherwise lack sufficient Pension Credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pension would be less than the full amount because of such division of employment. The provisions of this Article are operative only if both the Pro-Rata and Transfer of Contributions Exhibits of the International Reciprocal Pension Agreement for Carpenters Pension Funds have been adopted by the signatory Funds in whose jurisdiction the Employee works.

### SECTION 2 COOPERATING PENSION FUND:

By resolution duly adopted, the Board of Trustees recognizes all other Pension Funds which have executed the United Brotherhood's International Reciprocal Agreement for Carpenter Pension Funds and which have adopted Exhibits A and B thereto, as Cooperating Pension Funds.

### SECTION 3 HOME PENSION FUND:

Each Employee who has Employer Contributions made on his behalf to one (1) or more of the Cooperating Pension Funds shall have a "Home Pension Fund." The following rules shall be used in determining an Employee's "Home Pension Fund."

- A. If the Employee is a member of a local union, his Home Pension Fund shall be that Cooperating Pension Fund in which such local union participates by virtue of a Collective Bargaining Agreement requiring contributions thereto.
- B. If the Employee is not a member of a local union, his Home Pension Fund shall be that Cooperating Pension Fund to which the bulk of contributions has been made on his behalf in the last three (3) years.
- C. A Cooperating Pension Fund other than one (1) determined under subsection A or B shall be an Employee's Home Pension Fund if the Employee can establish such Home Fund status to the satisfaction of the Trustees of the two (2) Cooperating Pension Funds.

### SECTION 4 EMPLOYEE AUTHORIZATION:

If contributions are or will be made on an Employee's behalf to a Cooperating Fund signatory to Exhibits A and B of the United Brotherhood's Reciprocal Pension Agreement, he may, provided his Home Fund is also signatory to Exhibits A and B of said Agreement, file a request with the Cooperating Fund that such contributions be transferred to his Home Fund on his behalf. Such request shall be made in writing on a form approved by the respective funds which is signed and dated by the Employee. Said request form shall release the Board of Trustees of the respective funds from any liability or claim by an Employee or anyone claiming through him that the transfer of contributions may not work to his best interest. Said completed request form shall be filed by the Employee with the Cooperating Fund within sixty (60) days following the beginning of his employment within the

Cooperating Fund's jurisdiction provided, however, that the Board of Trustees of the Cooperating Fund may, at its discretion, grant an extension of that sixty (60) day period for special circumstances.

If the Employee does not file a timely request form with the Cooperating Fund, he will be treated as electing not to authorize a transfer of contributions and the Pro-Rata Pension provisions of the Cooperating Fund's Plan shall apply to the Employee. By filing a request for transfer of contributions, the Employee agrees that his eligibility for benefits and all other participant rights are governed by the term of the Home Fund's Pension Plan and not by the terms of the Cooperating Fund's Pension Plan.

#### SECTION 5 TRANSFER OF CONTRIBUTIONS:

Upon receipt of a timely and properly completed request for a transfer of contributions to the Employee's Home Fund, the Cooperating Fund shall collect and transfer to the Employee's Home Fund the contributions required to be made to the Cooperating Fund on the Employee's behalf. Said contributions shall be forwarded to the Employee's Home Fund within ninety (90) calendar days following the calendar month in which the contributions were received. Any undue delay in transferring contributions shall be considered a violation of the United Brotherhood's Reciprocal Pension Agreement and subject to its provision for arbitration. The contributions so transferred shall be accompanied by such records or reports which are necessary or appropriate. The Cooperating Fund shall transfer the actual dollar amount of contributions received regardless of any difference in the contribution rates between the Funds.

For purposes of this Section 5, in the event the local union in which an Employee holds or has applied for membership or which first represented such Employee participates in both a Local or District Council Pension Plan and the Carpenters Labor-Management Pension Plan, both Plans shall be considered to be Home Pension Plans if they have adopted Exhibit A and Exhibit B of the Agreement and contributions shall be transferred to such Plans under a proportionate allocation determined according to the contribution rates then in effect under such Plans. However, in a situation in which only one (1) of such Home Plans has signed both Exhibit A and Exhibit B of the Agreement, the amount forwarded to the local Home Plan which has signed Exhibit B shall be the proportionate share allocated to such Fund taking into consideration the total of the contributions to that Fund and the Fund which is participating only in Exhibit A. The balance of the contributions not forwarded will be covered by the provisions of Exhibit A of the Agreement.

#### SECTION 6 BREAKS IN SERVICE:

For the purpose of any break in service rule, any hours worked in the jurisdiction of a Cooperating Pension Fund shall be counted as if they were worked in the jurisdiction of the Home Pension Fund.

#### SECTION 7 PAYMENT OF PENSION:

The payment of the pension shall be subject to the provisions of the Home Pension Fund's Plan.

#### SECTION 8 COLLECTION OF CONTRIBUTIONS:

The Home Fund shall have no responsibility to take any action to enforce the terms of any Collective Bargaining Agreement, or of any other agreement; requiring contributions to any Cooperating Fund other than the Home Fund. Each Cooperating Fund shall be solely responsible for enforcing the terms of collective bargaining agreements and of other agreements requiring contributions thereto.

#### SECTION 9 CHANGE IN HOME PENSION FUND:

It is recognized that situations will arise where an Employee will change his Home Pension Fund because of a change in residence, availability of work or for other reasons. In order to protect such an Employee to the fullest extent possible, while still providing safeguards against possible abuse, the following rules shall apply when an Employee wishes to change his Home Pension Fund:

- A. An Employee must submit a request for a permanent change of Home Pension Fund to both his former Home Pension Fund and to the pension fund which he claims to be his new Home Pension Fund.
- B. Such request must be on a form approved by the Trustee of the respective pension funds and signed by the Employee.
- C. Such request must state the facts which the Employee claims support his request to change his Home Pension Fund.
- D. No change in Home Pension Fund shall occur unless both funds agree to the change.

If the Employee's request for a change in Home Fund is granted by both funds, the change shall be effected on the first day of the month following the agreement by both pension funds. No assets shall be transferred from the old Home Fund to the new Home Fund. Rather, the Pro-Rata Pension provisions of this Plan shall govern the Employee's rights under the old Home Fund.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE XIV DISTRIBUTION REQUIREMENTS

SECTION 1 GENERAL DISTRIBUTION REQUIREMENTS:

- A. Distributions shall be made in accordance with Code section 401(a)(9) and its regulations, which are herein incorporated by reference, including the incidental death benefit requirement of Code section 401(a)(9)(G). Provisions herein to the contrary notwithstanding, as to distributions occurring on or after April 1, 2003, the Plan shall apply the minimum distribution requirements of Code section 401(a)(9) consistent with Treasury Regulations promulgated pursuant to Code section 401(a)(9) as interpreted by Revenue Procedure 2002-29 and Treasury Regulations promulgated pursuant to Code section 401(a)(9) and issued June 15, 2004, effective beginning on January 1, 2006.

Prior to the above dates, effective for the Plan Year commencing April 1, 2001, the Plan applied the minimum distribution requirements of Code section 401(a)(9) in accordance with the regulations under Code section 401(a)(9) that were proposed on January 17, 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under Code section 401(a)(9) or such other date specified in guidance published by the Internal Revenue Service.

Notwithstanding any other provision of this Article XIV, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA").

- B. 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:
- (1) The life of the Participant;
  - (2) The joint lives of a Participant and a designated Beneficiary;
  - (3) A Period Certain not extending beyond the life expectancy of the Participant;  
or
  - (4) A Period Certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary.

SECTION 2 TIME AND MANNER OF DISTRIBUTION:

- A. Required Beginning Date. The Participant's accrued retirement benefit will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date, as defined in Section 6(D) below.



B. Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire accrued retirement benefit will be distributed, or begin to be distributed, no later than as follows:

- (1) Spouse as Beneficiary. Except as provided in Section 2(B)(5) below, if the Participant's Surviving Spouse is the Participant's sole designated Beneficiary, distributions to the Surviving Spouse shall begin no later than the December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.
- (2) Non-Spouse Beneficiary. Except as provided in Section 2(B)(5) below, if the Participant's Surviving Spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) No Designated Beneficiary. If there is no designated Beneficiary as of September 30 of the year following the calendar year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) Surviving Spouse Beneficiary Dies Prior to Receiving Benefits. If the Participant's Surviving Spouse is the Participant's sole designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, distribution shall be made in accordance with (2) or (3) above as if the Surviving Spouse were the Participant.
- (5) Election to Apply Five-Year Rule to Distributions to Designated Beneficiaries. If the Participant dies before distributions begin and there is a designated Beneficiary, distribution to the designated Beneficiary is not required to begin by the date specified above, but the Participant's entire interest shall be distributed to the designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. Notwithstanding the preceding, a Surviving Spouse who is married to the Participant for at least one (1) year prior to the Participant's death may instead elect to receive distributions under the following rule: Such Surviving Spouse shall be required to begin distributions by the later of (A) December 31 of the calendar year immediately following the calendar year in which the Participant died, or (B) December 31 of the calendar year in which the Participant would have attained age 70-1/2. The election must be made no later than the earlier of September 30 of the calendar year in which distributions would be required to begin under Section 2, or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, Surviving Spouse's) death.

C. Distribution Beginning Date. For purposes of Section 2(B) above and Section 5 below, distributions are considered to begin as follows:

- (1) Unless Section 2(B)(4) above applies, distributions are considered to begin on the Participant's required beginning date.

- (2) If Section 2(B)(4) above applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 2(B)(1) above.
- (3) If distributions made under an annuity purchased from an insurance company commence to the Participant before the Participant's required beginning date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under Section 2(B)(1) above), the date distributions are considered to begin is the date distributions actually commence.

D. Forms of Distribution.

- (1) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, distributions shall be made in accordance with Sections 3, 4 and 5.
- (2) If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code section 401(a)(9) and the Treasury regulations.

SECTION 3 DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR:

A. General Annuity Requirements. If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

- (1) The annuity distributions will be paid in periodic payments made at uniform intervals not longer than one (1) year;
- (2) The distribution period will be over a life (or lives) or over a Period Certain not longer than the period described in Sections 4 or 5 of this Article XIV;
- (3) Once payments have begun over a Period Certain, the Period Certain may only be changed in accordance with A-13 of Treasury Regulation section 1.401(a)(9)-6;
- (4) Life (or joint and survivor) annuity payments will satisfy the minimum distribution incidental benefit requirements of A-2 of Treasury Regulation section 1.401(a)(9)-6; and
- (5) Payments will either be non-increasing or increase only as follows:
  - (i) By an annual percentage increase that does not exceed the annual percentage increase in an eligible cost-of-living index (as defined under A-14 of Treasury Regulation section 1.401(a)(9)-6) for a twelve (12) month period ending in the year during which the increase occurs or a prior year;

- (ii) By a percentage increase that occurs at specified times and does not exceed the cumulative total of annual percentage increases in an eligible cost-of-living index (as defined under A-14 of Treasury Regulation section 1.401(a)(9)-6) since the annuity starting date, or if later, the date of the most recent percentage increase, provided (in the case of a cumulative increase), an actuarial increase may not be provided to reflect that increases were not provided in the interim years;
  - (iii) To the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if there is no longer a survivor benefit because the Beneficiary whose life was being used to determine the distribution period described in Section 4 dies or is no longer the Participant's Beneficiary pursuant to a QDRO order within the meaning of Code section 414(p);
  - (iv) To allow a Beneficiary to convert the survivor portion of a joint and survivor annuity into a single sum distribution upon the Participant's death;
  - (v) To pay increased benefits that result from a Plan amendment; or
  - (vi) To the extent increases are otherwise permitted under A-14 of Treasury Regulation section 1.401(a)(9)-6.
- B. Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Sections 2(B)(1) or (2) above) is the payment that is required for one (1) 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., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.
- C. Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

#### SECTION 4 REQUIREMENTS FOR ANNUITY DISTRIBUTIONS THAT COMMENCE DURING PARTICIPANT'S LIFETIME:

- A. Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. 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 non-spouse Beneficiary, annuity payments to be made on or after the Participant's required beginning 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 set forth in A-2 of Treasury Regulations section 1.401(a)(9)-6. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a Period Certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the Period Certain.

- B. Period Certain Annuities. Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a Period Certain and no life annuity, the Period Certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Treasury Regulations section 1.401(a)(9)-9 for the calendar year that contains the annuity starting date. If the Participant's Spouse is the Participant's sole designated Beneficiary and the form of distribution is a Period Certain and no life annuity, the Period Certain may not exceed the longer of the Participant's applicable distribution period, as determined under this Section 4, or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in Treasury Regulations section 1.401(a)(9)-9.

#### SECTION 5 REQUIREMENTS FOR MINIMUM DISTRIBUTIONS AFTER THE PARTICIPANT'S DEATH:

- A. Requirements for Minimum Distributions Where Participant Dies Before Distributions Begin.
- (1) Participant Survived by Designated Beneficiary. Except as provided in Section 2(B)(5), if the Participant dies before the date distribution of his interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in Sections 2(B)(1) or (2), over the life of the designated Beneficiary or over a Period Certain not exceeding:
- (i) Unless the annuity starting date is before the first distribution calendar year, the applicable distribution period determined under A-5 of Treasury Regulations section 1.401(a)(9)-5.
- (ii) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the annuity starting date.
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, 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.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his interest begins, the Participant's Surviving Spouse is the Participant's sole designated Beneficiary,

and the Surviving Spouse dies before distributions to the Surviving Spouse begin, this Section 5(A) will apply as if the Surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 2(B)(1) above.

- B. Death After Distributions Begin. If the Participant dies after distribution of his or her interest begins in the form of an annuity meeting the requirements of this Article XIV, the remaining portion of the Participant's interest will continue to be distributed over the remaining period over which distributions commenced.

#### SECTION 6 DEFINITIONS:

- A. Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated Beneficiary under Code section 401(a)(9) and Treasury Regulations section 1.401(a)(9)-4.
- B. Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning 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 pursuant to Section 5 above.
- C. Life Expectancy. Life expectancy as computed by use of the Single Life Table in Treasury Regulations section 1.401(a)(9)-9.
- D. Required Beginning Date. The required beginning 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.

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND PENSION PLAN

ARTICLE XV ADOPTION OF PLAN

IN WITNESS WHEREOF, the authorized officers of the Trustees of the Indiana State Council of Carpenters Pension Fund Pension Plan have set their hands on the date indicated below.

\_\_\_\_\_  
Union Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Trustee

\_\_\_\_\_  
Date

INDIANA STATE COUNCIL OF CARPENTERS PENSION FUND  
PENSION PLAN

REHABILITATION PLAN ADOPTED JUNE 24, 2010

Rehabilitation Period: April 1, 2013 - March 31, 2023

Preferred Schedule

Benefit Changes effective August 1, 2010 <sup>3</sup>	<ul style="list-style-type: none"><li>• Reduce the benefit multiplier from 2.75% to 2.00% of Credited Contributions.</li><li>• Change the normal form of benefit payment from a 10-year certain and life annuity to life-only annuity. Amounts payable under optional payment forms will be actuarially adjusted to reflect their value relative to a life-only annuity.</li><li>• Eliminate the single lump-sum death benefit.</li><li>• Transfer the cost of the pre-retirement death benefit from the plan to the participant. Participants would pay for coverage with a reduction in their accrued benefit according to the following schedules:  Married participants eligible for the joint and 50% survivor benefits payable upon death:</li></ul> <table><tr><td><u>Age Range</u></td><td><u>Percent Reduction Per Month Covered</u></td></tr><tr><td>35-39</td><td>0.001%</td></tr><tr><td>40-44</td><td>0.002%</td></tr><tr><td>45-49</td><td>0.003%</td></tr><tr><td>50-54</td><td>0.006%</td></tr><tr><td>55-59</td><td>0.012%</td></tr><tr><td>60-65</td><td>0.033%</td></tr></table>	<u>Age Range</u>	<u>Percent Reduction Per Month Covered</u>	35-39	0.001%	40-44	0.002%	45-49	0.003%	50-54	0.006%	55-59	0.012%	60-65	0.033%										
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Funding Changes	<p><u>Contribution Rate Increases:</u></p> <table><tr><td></td><td><u>Effective Date of 80¢ Contribution Rate Increase for 2011</u></td><td><u>Effective Date of 80¢ Contribution Rate Increase for 2012</u></td></tr><tr><td>Southern</td><td>4/1/2011</td><td>4/1/2012</td></tr><tr><td>Heavy &amp; Highway</td><td>4/1/2011</td><td>4/1/2012</td></tr><tr><td>Southern Millwrights</td><td>5/1/2011</td><td>5/1/2012</td></tr><tr><td>Northeast - Zone 1</td><td>6/1/2011</td><td>6/1/2012</td></tr><tr><td>Northeast - Zone 2</td><td>6/1/2011</td><td>6/1/2012</td></tr><tr><td>Northeast - Zone 3</td><td>6/1/2011</td><td>6/1/2012</td></tr><tr><td>Northeast - Millwrights</td><td>6/1/2011</td><td>6/1/2012</td></tr></table> <p>For Employers that contribute to the Plan pursuant to a CBA that is not described above, Employers shall increase their contribution by 80 cents per hour on the first of the month in 2011 and 2012 in which the increase to their wage package takes effect.</p> <p><u>Shifts of Credited Contributions to Non-Credited Contributions:</u></p> <ul style="list-style-type: none"><li>• Effective August 1, 2010, the portion of all contribution rates which is not credited toward calculating benefits will increase from \$1.35 to \$2.35 per hour.</li><li>• Effective August 1, 2011, the portion of all contribution rates which is not credited toward calculating benefits will increase from \$2.35 to \$3.15 per hour.</li><li>• Effective August 1, 2012, the portion of all contribution rates which is not credited toward calculating benefits will increase from \$3.15 to \$3.95 per hour.</li></ul>		<u>Effective Date of 80¢ Contribution Rate Increase for 2011</u>	<u>Effective Date of 80¢ Contribution Rate Increase for 2012</u>	Southern	4/1/2011	4/1/2012	Heavy & Highway	4/1/2011	4/1/2012	Southern Millwrights	5/1/2011	5/1/2012	Northeast - Zone 1	6/1/2011	6/1/2012	Northeast - Zone 2	6/1/2011	6/1/2012	Northeast - Zone 3	6/1/2011	6/1/2012	Northeast - Millwrights	6/1/2011	6/1/2012
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Heavy & Highway	4/1/2011	4/1/2012																							
Southern Millwrights	5/1/2011	5/1/2012																							
Northeast - Zone 1	6/1/2011	6/1/2012																							
Northeast - Zone 2	6/1/2011	6/1/2012																							
Northeast - Zone 3	6/1/2011	6/1/2012																							
Northeast - Millwrights	6/1/2011	6/1/2012																							

<sup>3</sup> The August 1, 2010 effective date is based on notice of the benefit changes being provided in accordance with Code section 432(c)(8)(C) by July 2, 2010. The benefit changes effective date will change if notice is provided after July 2, 2010.





**INDIANA STATE COUNCIL OF CARPENTERS PENSION PLAN  
PROVISIONS AMENDED BY REHABILITATION PLAN**

**ARTICLE I - DEFINITIONS**

**SECTION 12** - The Rehabilitation Plan requires certain contributions that shall not be considered contributions for benefit accrual purposes.

**SECTION 33** -Definition of Rehabilitation Plan and incorporation of Rehabilitation Plan by reference.

**ARTICLE II - NORMAL RETIREMENT BENEFITS**

**SECTION 4** - In last paragraph of section 4 on Future Service Credit provides as of August 1, 2010 the benefit multiplier is reduced to 2% of Employer Contributions and that a certain amount of hourly contributions on and after August 1, 2010 will satisfy accrued liabilities and will not be applied towards earning Future Service Credit or any other benefit under the Plan.

**ARTICLE V - OPTIONAL FORMS OF RETIREMENT BENEFIT**

**SECTION 3** -Provides that for retirements on and after August 1, 2010, the normal form of an unmarried Participant's retirement benefit shall be a straight life annuity in accordance with the Rehabilitation Plan and that optional forms will be actuarially adjusted to reflect their value to a relative straight life annuity only. On and after July 2, 2010; the Plan does not pay a lump sum benefit.\*

**ARTICLE VI- JOINT AND 50% SURVIVOR BENEFIT**

**SECTION 2** - Provides that an unmarried Participant's pension will be paid in the form of a straight life annuity on and after August 1, 2010 in accordance with the Rehabilitation Plan.

**SECTION 3** - Provides that effective as of August 1, 2010, and subject to the Rehabilitation Plan, a Participant's accrued benefit amount shall be actuarially adjusted, upon Qualified Election of a Pre-retirement Surviving Spouse Benefit in accordance with the table in that section.

**ARTICLE VII - DEATH BENEFITS**

**SECTION 1** - Effective for deaths on and after July 2, 2010, in accordance with the Rehabilitation Plan; the Pre Retirement Lump Sum Death Benefit is eliminated.\*

\*The Plan was determined to be in critical status as of July 2, 2010 and imposed benefit restrictions on lump sum payments.



## EXHIBIT C

### **1st Amendment to the Indiana State Council of Carpenters Pension Fund Pension Plan Restated April 1, 2014**

WHEREAS, Article XI, Section 1 of the Pension Plan of the Indiana State Council of Carpenters Pension Fund (the "Plan") provides that the Plan may be amended by the Board of Trustees;

WHEREAS, the Trustees took action at their August 16, 2016 meeting to amend the Plan's suspension of benefit provisions, effective August 1, 2016, to provide an exception for training fund instructors employed by the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Program who work up to 600 hours per calendar year; and

WHEREAS, the Trustees desire to amend the Plan, effective November 28, 2016, to clarify the Plan's provision concerning temporary forfeiture of required minimum distributions.

NOW, THEREFORE, BE IT RESOLVED: That effective August 1, 2016, the Plan is hereby amended as follows:

1. Article VIII of the Plan, ADMINISTRATION OF THE PLAN, Section 5, BENEFIT PAYMENTS, subsection (C), is amended by restating the final paragraph therein, to provide as follows:

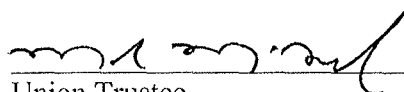
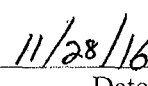

- (C) If the Trustees, after a thorough and diligent search, in accordance with the Plan's missing participant procedures, cannot locate the Participant or Beneficiary who has experienced his or her Required Beginning Date, as defined in Article XIV, Section 6, subsection D, and to whom required distributions are required, then such payments will be forfeited to the extent permitted by applicable law subject to reinstatement if the Participant or Beneficiary is located. Upon locating such Participant or Beneficiary, the Plan shall pay the missed required distributions, with interest, from the Participant's or Beneficiary's Required Beginning Date to the date of the distribution. Interest shall be based on the Plan's actuarial equivalent factors, determined in accordance with Article I, Section 2, in effect on the date that such required distributions should have been made or such other interest rate prescribed by the Internal Revenue Service for such cases.

2. Article VIII of the Plan, ADMINISTRATION OF THE PLAN, Section 9, SUSPENSION OF BENEFITS, subsection (B), Disqualifying Employment (For Participants Who Commence Benefit Payments On or After July 2, 2010), is amended by the addition of a new subparagraph (4), to provide as follows:

- (4) Notwithstanding the preceding, effective August 1, 2016, provided the Participant otherwise satisfies the applicable notice provisions of this

Section 9, work performed by a Participant as a training fund instructor employed by the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Program is not "disqualifying employment" until the Participant works more than 600 hours in any given calendar year as such an instructor. For each remaining month of the calendar year after such Participant works more than 600 hours as a training fund instructor, the Participant's benefit shall be subject to the "disqualifying employment" suspension rules described in this Section 9.

The above Plan amendment was unanimously adopted by the Board of Trustees at a meeting held on November 28, 2016.

	
Union Trustee	Date
	
Employer Trustee	Date

## EXHIBIT B

### **2nd Amendment to the Indiana State Council of Carpenters Pension Fund Pension Plan Restated April 1, 2014**

WHEREAS, Article XI, Section 1 of the Pension Plan of the Indiana State Council of Carpenters Pension Fund (the "Plan") provides that the Plan may be amended by the Board of Trustees (the "Trustees");

WHEREAS, Article V, Section 5.3 of the Indiana State Council of Carpenters Pension Fund Restated Agreement and Declaration of Trust (the "Trust") provides that the Trustees may take action to amend the Plan without a meeting; and

WHEREAS, the Trustees unanimously took action by e-mail consent in December 2016 to amend the Plan to temporarily permit retirees to work up to 600 hours with a contributing Employer during the period of December 1, 2016 through December 31, 2017 without having their benefits suspended.

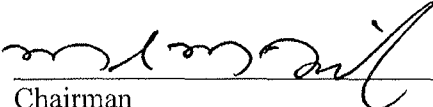
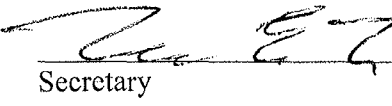
NOW, THEREFORE, BE IT RESOLVED: That effective December 1, 2016, the Plan is hereby amended as follows:

Article VIII of the Plan, ADMINISTRATION OF THE PLAN, Section 9, SUSPENSION OF BENEFITS, subsection (B), Disqualifying Employment (For Participants Who Commence Benefit Payments On or After July 2, 2010), is amended replacing subparagraph (4) in its entirety to provide as follows:

- (4) Notwithstanding the preceding, effective August 1, 2016, provided the Participant otherwise satisfies the applicable notice provisions of this Section 9, work performed by a Participant as a training fund instructor employed by the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Program is not "disqualifying employment" until the Participant works more than 600 hours in any given calendar year as such an instructor. For each remaining month of the calendar year after such Participant works more than 600 hours as a training fund instructor, the Participant's benefit shall be subject to the "disqualifying employment" suspension rules described in this Section 9.

Notwithstanding the preceding, during the period of December 1, 2016 through December 31, 2017, a Participant may work for up to 600 hours in Covered Employment for an Employer without being considered engaged in "disqualifying employment." For each remaining month of this 13 month period after such Participant works more than 600 hours, the Participant's benefit shall be subject to the "disqualifying employment" suspension rules described in this Section 9.

**IN WITNESS WHEREOF**, the undersigned Chairman and Secretary of the Board of Trustees of the Pension Plan of the Indiana State Council of Carpenters Pension Fund attest that the Trustees took action by unanimous consent in December 2016 to adopt the provisions set forth in this Amendment No. 2 of the Plan.

	<del>2/21/15</del> 2/21/17
Chairman	Date
	2/21/17
Secretary	Date

**3rd Amendment to the  
Indiana State Council of Carpenters  
Pension Fund Pension Plan  
Restated April 1, 2014**

WHEREAS, Article XI, Section 1 of the Pension Plan of the Indiana State Council of Carpenters Pension Fund (the "Plan") provides that the Plan may be amended by the Board of Trustees;

WHEREAS, the Trustees took action at their January 18, 2017 meeting to amend the Plan's benefit accrual provisions, effective October 1, 2017, to freeze benefits accrued as of September 30, 2017 and to implement a new stabilized variable defined benefit formula for benefit accruals on and after October 1, 2017; and

WHEREAS, the Trustees took action at their August 15, 2017 meeting to delegate authority to the Chairman and Secretary to adopt such amendment.

NOW, THEREFORE, BE IT RESOLVED: That effective October 1, 2017, the Plan is hereby amended as follows:

1. Article II of the Plan, NORMAL RETIREMENT BENEFITS, Section 3, COMPUTATION OF NORMAL BENEFITS, is amended in its entirety to provide as follows:

SECTION 3 COMPUTATION OF NORMAL BENEFITS:

For annuity starting dates prior to October 1, 2017, the amount of a Participant's monthly Normal Retirement Benefit shall be the sum of his accumulated Accrued Benefit as of the Merger Date, from any Predecessor Plan, if any, and his Future Service Credit, as in effect on the date of his separation from Covered Service, whether by retirement or pre-retirement termination of employment. Effective April 1, 1998, Future Service Credit as described below in Section 4 otherwise required for a Plan Year containing or following the Participant's Normal Retirement Age will be reduced by the actuarial equivalent of total benefit distributions made to the Participant by the close of each Plan Year, but in no event shall the Future Service Credit be less than zero.

For annuity starting dates after September 30, 2017, the amount of a Participant's monthly Normal Retirement Benefit shall be the sum of his Frozen Benefit (if any), as defined in subsection A below, and his Variable Benefit (if any), as defined in subsection B below. A Participant's Frozen Benefit and Variable Benefit are intended to be calculated on a separate and distinct basis; the Frozen Benefit and Variable Benefit are added together to equal the Participant's Accrued Benefit.

- A. Frozen Benefit. A Participant's Frozen Benefit shall equal his accumulated Accrued Benefit as of the Merger Date, from any Predecessor Plan, if any; plus his accumulated Future Service Credit, as in effect on September 30, 2017. Effective April 1, 1998, Future Service Credit as described below in Section 4 otherwise required for a Plan Year containing or following the Participant's

Normal Retirement Age will be reduced by the actuarial equivalent of total benefit distributions made to the Participant by the close of each Plan Year, but in no event shall the Future Service Credit be less than zero.

- B. Variable Benefit. A Participant's Variable Benefit shall be his Future Service Credit accrued on and after October 1, 2017, as in effect on the date of his separation from Covered Service, whether by retirement or pre-retirement termination of employment, provided that Future Service Credit as described below in Section 4 otherwise required for a Plan Year containing or following the Participant's Normal Retirement Age will be reduced by the actuarial equivalent of total benefit distributions made to the Participant by the close of each Plan Year, but in no event shall the Future Service Credit be less than zero; calculated as follows:

- (1) Prior to the date on which the Participant's pension benefit commences, the Participant's Variable Benefit is calculated effective as of each March 31 as follows:
  - (a)
    - (i) His total Variable Benefit as of the immediately preceding March 31; multiplied by
    - (ii) One plus the Actual Return of Plan Assets for the subject Plan Year (not to exceed a maximum value of 1.10); divided by
    - (iii) One plus the Hurdle Rate;plus
  - (b) His Future Service Credit earned during the Plan Year.
- (2) As of the Participant's benefit commencement date, the Participant's Variable Benefit is calculated as follows (as adjusted, based upon age at benefit commencement, for early/late retirement, optional form of payment or any other adjustment described in the Plan):
  - (a) His total Variable Benefit as of the second immediately preceding March 31; plus
  - (b) His Future Service Credit earned during the immediately preceding Plan Year; plus
  - (c) His Future Service Credit earned from April 1 of the subject Plan Year through the day prior to his benefit commencement date.
- (3) As of the March 31 of the Plan Year in which the Participant's benefit commences, the Participant's Variable Benefit is calculated as follows:



- (a) His total Variable Benefit as of the immediately preceding March 31 plus his Future Service Credit earned from April 1 of the subject Plan Year through the day prior to his benefit commencement date (as adjusted, based upon age at benefit commencement, for early/late retirement, optional form of payment or any other adjustment described in the Plan); plus
  - (b) His Future Service Credit earned during the Plan Year in which the Participant's benefit commences less his Future Service Credit earned during the period from April 1 of such Plan Year through the day prior to the benefit commencement date (as adjusted, based upon age at March 31 of the subject Plan Year, for early retirement, optional form of payment or any other adjustment described in the Plan).
- (4) As of the second following March 31 after the Participant's benefit commencement date and as of each March 31 thereafter, the Participant's Variable Benefit is calculated as follows:
  - (a)
    - (i) His total Variable Benefit as of the immediately preceding March 31; multiplied by
    - (ii) One plus the Actual Return of Plan Assets for the immediately preceding Plan Year (not to exceed a maximum value of 1.10); divided by
    - (iii) One plus the Hurdle Rate;
 plus
  - (b) His Future Service Credit earned during the subject Plan Year (as adjusted, based upon age at March 31 of the subject Plan Year, for early retirement, optional form of payment or any other adjustment described in the Plan).
- (5) For purposes of this Article II, the capitalized terms have the following meaning:
  - (a) The Actual Return of Plan Assets shall be the net investment income reported by the Plan's auditor for the Plan Year, divided by the sum of:
    - (i) The market value of assets as of the beginning of the Plan Year as reported by the Plan's auditor, and
    - (ii) One-half of the net noninvestment income (Employer contributions and any other noninvestment income, less

administrative expenses and benefit payments) as reported by the Plan's auditor for the Plan Year.

(b) The Hurdle Rate shall be 5% (represented as 0.05 for calculations).

For the avoidance of doubt, no calculations of a Participant's Variable Benefit shall be performed for dates prior to October 1, 2017. Any references in this section to a Variable Benefit prior to October 1, 2017 shall be zero. Furthermore, no Future Service Credit earned prior to October 1, 2017 shall be included in calculations of a Participant's Variable Benefit.

If a Participant's Variable Benefit is less than the greatest Variable Benefit that the Participant had previously earned (as adjusted for early/late retirement, optional form of payment or any other adjustment described in the Plan), the Participant's Variable Benefit will be subject to the Stabilization Reserve and Shore-up Amount described at Article II, section 8.

2. The second to last paragraph of Article II of the Plan, NORMAL RETIREMENT BENEFITS, Section 4, FUTURE SERVICE CREDIT, is amended in its entirety to provide as follows:

On and after April 1, 2013 and prior to October 1, 2017, Future Service Credit, shall be computed by multiplying the Employer Contributions paid or owed on behalf of a Participant in a Plan Year by 0.80% in a Plan Year (or portion of a Plan Year for purposes of the Plan Year beginning April 1, 2017 and ending March 31, 2018) in which the Participant earned Credited Service. On and after October 1, 2017, Future Service Credit shall be computed by multiplying the Employer Contributions paid or owed on behalf of a Participant in a Plan Year by 0.50% in a Plan Year (or portion of a Plan Year for purposes of the Plan Year beginning April 1, 2017 and ending March 31, 2018) in which the Participant earned (or portion of a Plan Year for purposes of the Plan Year beginning April 1, 2017 and ending March 31, 2018) Credited Service. Each hour of Employer Contributions due for work performed on and after April 1, 2013 shall be applied towards earning Future Service Credit or other benefit accrual under the Plan.

3. A new section 8 shall be added to Article II of the Plan, NORMAL RETIREMENT BENEFITS, entitled STABILIZATION RESERVE, to provide as follows:

SECTION 8 STABILIZATION RESERVE:

The Stabilization Reserve is a hypothetical and notional recordkeeping account with respect to each Participant that will be used to minimize reductions to a Participant's Variable Benefit that might otherwise occur if the Plan's investments do not achieve the Hurdle Rate. The Stabilization Reserve and the Shore-up Amount are not part of the Participant's Accrued Benefit, and no Participant or Beneficiary shall be entitled to any amounts credited to the Stabilization Reserve at any time.

A Participant may receive an additional payment from the Stabilization Reserve in an amount necessary to preserve the Participant's High Water Mark (the "Shore-up Amount"), provided that

such payments from the Stabilization Reserve shall be available only to the extent of amounts previously credited to the Stabilization Reserve on behalf of the Participant. In the event that the Stabilization Reserve is not sufficient to produce a Short-up Amount that is sufficient to preserve the Participant's High Water Mark, such Participant shall be entitled to a partial Shore-up Amount to the extent of the amount then credited to the Stabilization Reserve on behalf of the Participant. If the credit to the Stabilization Reserve is zero as of the date of calculation described below, the Participant shall not be entitled to any Shore-up Amount for such period, which may result in a decrease in such Participant's Variable Benefit.

Any Shore-up Amount calculated pursuant to this section shall be added to a Participant's Variable Benefit payable at the next following calculation of the Participant's Variable Benefit under Article II, Section 3.B above.

- A. Determination of Amounts Credited to Stabilization Reserve. As of October 1, 2017, each Participant's Stabilization Reserve shall begin at zero. The amount credited to the Stabilization Reserve is determined as follows:
- (1) Prior to the date on which the Participant's benefit commences, the Participant's Stabilization Reserve is calculated as of each March 31 as follows:
    - (a) His total No-Cap Variable Benefit as of March 31 of the subject Plan Year; less
    - (b) His total Variable Benefit as of March 31 of the subject Plan Year.
  - (2) As of the Participant's benefit commencement date, the Participant's Stabilization Reserve is calculated as follows:
    - (a) His total No-Cap Variable Benefit as of his benefit commencement date; less
    - (b) His total Variable Benefit as of his benefit commencement date.
  - (3) As of the March 31 of the Plan Year in which the Participant's benefit commences, the Participant's Stabilization Reserve is calculated as follows:
    - (a) His total No-Cap Variable Benefit as of March 31 of the subject Plan Year; less
    - (b) His total Variable Benefit as of March 31 of the subject Plan Year; plus
    - (c) (i) His Stabilization Reserve determined under paragraph (2) above less his Shore-up Amount determined as of his benefit commencement date; multiplied by

- (ii) The number of months from the Participant's benefit commencement date to the end of the subject Plan Year divided by 12.
  - (4) As of the second following March 31 after the Participant's benefit commencement date and as of each March 31 thereafter, the Participant's Stabilization Reserve is calculated as follows:
    - (a) His total No-Cap Variable Benefit as of March 31 of the subject Plan Year; less
    - (b) His total Variable Benefit as of March 31 of the subject Plan Year; plus
    - (c)
      - (i) His Stabilization Reserve as of the immediately preceding March 31 less his Shore-up Amount as of the immediately preceding March 31; multiplied by
      - (ii) One plus the Actual Return of Plan Assets for the immediately preceding Plan Year.
- B. Determination of Shore-up Amount. The Shore-up Amount is calculated effective as of the same dates that the Stabilization Reserve is calculated under Article II, Section 8.A, and shall equal the lesser of:
  - (1) His Stabilization Reserve as of the date of determination; and
  - (2) His High Water Mark as of the date of determination less his total Variable Benefit as of the date of determination.
- C. Definitions. For purposes of this Section 8 only, the capitalized terms have the following meaning:
  - (1) The No-Cap Variable Benefit is determined by calculating the Participant's Variable Benefit in accordance with Article II, Section 3.B above, without application of the maximum value of 1.10 in the numerator of the fraction used to produce the adjustment.
  - (2) The High Water Mark is determined as follows:
    - (a) Prior to the date on which the Participant's benefit commences, the Participant's High Water Mark is calculated effective as of each March 31 and is the greater of:
      - (i) His High Water Mark as of the immediately preceding March 31; and

- (ii) His total Variable Benefit as of March 31 of the subject Plan Year.
- (b) As of the Participant's benefit commencement date, the Participant's High Water Mark is calculated as follows (as adjusted, based upon age at benefit commencement, for early/late retirement, optional form of payment or any other adjustment described in the Plan):
  - (i) His High Water Mark as of the second immediately preceding March 31; plus
  - (ii) His Future Service Credit earned during the immediately preceding Plan Year; plus
  - (iii) His Future Service Credit earned from April 1 of the subject Plan Year through the day prior to his benefit commencement date.
- (c) As of the March 31 of the Plan Year in which the Participant's benefit commences, the Participant's High Water Mark is the greater of:
  - (i) His total Variable Benefit at benefit commencement date; and
  - (ii) His total Variable Benefit as of March 31 of the subject Plan Year.
- (d) As of the second following March 31 after the Participant's benefit commencement date and as of each March 31 thereafter, the Participant's High Water Mark is the greater of:
  - (i) His High Water Mark as of the immediately preceding March 31; and
  - (ii) His total Variable Benefit as of March 31 of the subject Plan Year.

For the avoidance of doubt, no calculations of the No-Cap Variable Benefit, High Water Mark, Stabilization Reserve, or Shore-up Amount shall be performed for dates prior to October 1, 2017. Any references in this section to a No-Cap Variable Benefit, High Water Mark, Stabilization Reserve, or Shore-up Amount prior to October 1, 2017 shall be zero. Furthermore, Future Service Credit earned prior to October 1, 2017 shall not be included in calculations of No-Cap Variable Benefit, High Water Mark, Stabilization Reserve, or Shore-up Amount for any Participant.

4. Article IV of the Plan, TOTAL DISABILITY BENEFITS, Section 1, ELIGIBILITY AND BENEFIT, is amended by revising the introductory sentence to this Section to provide as follows:


A Participant who is totally disabled in accordance with Article I, Section 26, shall be eligible to receive a Total Disability Benefit equal to his Normal Retirement Benefit, calculated in accordance with Article II as of the date of determination, provided that:

5. Article IV of the Plan, TOTAL DISABILITY BENEFITS, Section 3, RECOVERY OF DISABLED PARTICIPANT, is amended in its entirety to provide as follows:

SECTION 3 RECOVERY OF DISABLED PARTICIPANT:

In the event a Participant who has Total Disability recovers and subsequently retires, benefits shall resume the first month following the Participant's Early or Normal Retirement Date. The benefits payable upon such subsequent retirement shall be calculated under Article II and adjusted under Article III, as appropriate, as if the Participant were then first retired but shall be based upon his Past and Future Service Credits at his latest retirement.

**IN WITNESS WHEREOF**, the above Plan amendment is unanimously adopted by the undersigned as of the effective date set forth above. This Plan amendment may be executed in counterpart, both of which shall be deemed an original and together shall constitute one and the same Plan amendment.

  
Chairman

9/15/17  
Date

Secretary

Date

4. Article IV of the Plan, TOTAL DISABILITY BENEFITS, Section 1, ELIGIBILITY AND BENEFIT, is amended by revising the introductory sentence to this Section to provide as follows:

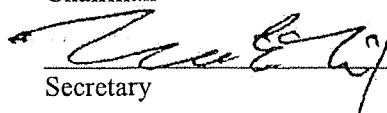
A Participant who is totally disabled in accordance with Article 1, Section 26, shall be eligible to receive a Total Disability Benefit equal to his Normal Retirement Benefit, calculated in accordance with Article II as of the date of determination, provided that:

5. Article IV of the Plan, TOTAL DISABILITY BENEFITS, Section 3, RECOVERY OF DISABLED PARTICIPANT, is amended in its entirety to provide as follows:

SECTION 3 RECOVERY OF DISABLED PARTICIPANT:

In the event a Participant who has Total Disability recovers and subsequently retires, benefits shall resume the first month following the Participant's Early or Normal Retirement Date. The benefits payable upon such subsequent retirement shall be calculated under Article II and adjusted under Article III, as appropriate, as if the Participant were then first retired but shall be based upon his Past and Future Service Credits at his latest retirement.

**IN WITNESS WHEREOF**, the above Plan amendment is unanimously adopted by the undersigned as of the effective date set forth above. This Plan amendment may be executed in counterpart, both of which shall be deemed an original and together shall constitute one and the same Plan amendment.

Chairman	Date
	9.18.17
Secretary	Date

**4th Amendment to the  
Indiana State Council of Carpenters  
Pension Fund Pension Plan  
Restated April 1, 2014**

WHEREAS, Article XI, Section 1 of the Pension Plan of the Indiana State Council of Carpenters Pension Fund (the "Plan") provides that the Plan may be amended by the Board of Trustees (the "Trustees");

WHEREAS, Article V, Section 5.3 of the Indiana State Council of Carpenters Pension Fund Restated Agreement and Declaration of Trust (the "Trust") provides that the Trustees may take action to amend the Plan without a meeting; and

WHEREAS, the Trustees desire to amend the Plan to extend the temporary exception to the Plan's suspension of benefit rules that permits retirees to work up to 600 hours with a contributing Employer to apply to the period of January 1, 2018 through December 31, 2018.

NOW, THEREFORE, BE IT RESOLVED: That effective December 1, 2017, the Plan is hereby amended as follows:

Article VIII of the Plan, ADMINISTRATION OF THE PLAN, Section 9, SUSPENSION OF BENEFITS, subsection (B), Disqualifying Employment (For Participants Who Commence Benefit Payments On or After July 2, 2010), is amended by replacing subparagraph (4) in its entirety to provide as follows:

- (4) Notwithstanding the preceding, effective August 1, 2016, provided the Participant otherwise satisfies the applicable notice provisions of this Section 9, work performed by a Participant as a training fund instructor employed by the Indiana/Kentucky/Ohio Regional Council of Carpenters Joint Apprenticeship and Training Program is not "disqualifying employment" until the Participant works more than 600 hours in any given calendar year as such an instructor. For each remaining month of the calendar year after such Participant works more than 600 hours as a training fund instructor, the Participant's benefit shall be subject to the "disqualifying employment" suspension rules described in this Section 9.

Notwithstanding the preceding, during the periods of December 1, 2016 through December 31, 2017, and January 1, 2018 through December 31, 2018, a Participant may work for up to 600 hours in Covered Employment for an Employer during each period without being considered engaged in "disqualifying employment." For each remaining month of this 25 month period after such Participant works more than 600 hours, the Participant's benefit shall be subject to the "disqualifying employment" suspension rules described in this Section 9.



**IN WITNESS WHEREOF**, the undersigned Chairman and Secretary of the Board of Trustees of the Pension Plan of the Indiana State Council of Carpenters Pension Fund attest that the Trustees took action at their December 19, 2017 meeting to adopt the provisions set forth in this Amendment No. 4 of the Plan.

\_\_\_\_\_  
Chairman Date

\_\_\_\_\_  
Secretary Date