U.A. LOCAL NO. 393 DEFINED CONTRIBUTION PLAN
(As Amended and Restated Effective November 1, 2021)

AMENDMENT 1

Pursuant to the powers conferred upon them under Article 4.4.06 of the U.A. Local No. 393 Pension Trust Fund Trust Agreement, the Board of Trustees amended the U.A. Local No. 393 Defined Contribution Plan (As Amended and Restated Effective November 1, 2021) as follows:

1. Effective January 1, 2022, amend Part I, Article 2 in its entirety to state as follows:

ARTICLE 2 – DEFINITIONS

1. **401(k) account:** The term 401(k) account means the separate account which elective deferrals are made into the Plan on behalf of Employees. Such contributions are elected by Participants in accordance with Article 3, Section 2.

2. **Collective Bargaining Agreement:** means the Master Labor Agreement of U.A. Local 393, any other labor agreement or project agreement of the U.A. Local No. 393 or any labor agreement or project agreement providing for payment of contributions to this Plan.

3. **Designated Beneficiary:** means an individual who is either designated as the beneficiary by the Participant pursuant to Part I, Article 7, Section 3(g) of the Plan, or who is determined to be the beneficiary through the order of priority specified in Part 1, Article 7, Section 3(g). The determination of whether a Beneficiary is an "individual" shall be made in accordance with Treasury Regulation Section 1.401(a)(9)-4 and any successor regulation.

4. **Eligible Designated Beneficiary:** (as defined under Section 401(a)(9)(E)(ii) and (iii) of the Internal Revenue Code) means, with respect to any Participant, any Designated Beneficiary who is:

(A) the surviving Spouse of the Participant,

(B) a child of the Participant who has not reached majority (within the meaning of Section 401(a)(9)(F) of the Internal Revenue Code), provided that such child shall cease to be an Eligible Designated Beneficiary upon reaching the age of majority,

(C) totally and permanently disabled and entitled to a Social Security Disability Benefit,

(D) a chronically ill individual (within the meaning of Section 7702B(c)(2) of the Internal Revenue Code, except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature), or

(E) an individual not described in any of the preceding clauses who is not more than 10 years younger than the Participant.

The determination of whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of death of the Participant.

5. **Employee:** means any person in one of the following categories:

a. Any person who performs or has performed employment in a classification covered by a Collective Bargaining Agreement, which requires contributions to me made to this Plan for such employment;
b. Any person who is employed in a paid position for U.A. Local No. 393, for U.A Local No. 393 Lloyd E. Williams Pipe Trades Training Center, or for any related entity approved by the Trustees, for which position the Employee's employer has agreed to make contributions to this Plan. The total number of non-bargaining unit employees participating pursuant to this Section may not exceed the maximum number permitted under Treasury Regulation Section 1.410(b)-6(d)(2)(ii) or any successor rule. To comply with this limitation, the Trustees may decline to accept contributions tendered for non-bargaining unit employees and/or may retroactively refund such contributions. In accordance with applicable Department of Labor regulations, any such refund shall not include interest.

6. **Employer:** means any employer which, has executed a Collective Bargaining Agreement requiring contributions to be made to this Plan. Employer also means U.A. Local No. 393, the U.A. Local No. 393 Lloyd E. Williams Pipe Trades Training Center, or any related entity approved by the Trustees.

7. **Money Purchase Plan Account:** The term Money Purchase Plan Account means the separate account into which money purchase plan contributions are made under the U.A. Local 393 Defined Contribution Plan formerly known as the U.A. Local No. 393 Savings and Augmentation Plan (Plan 003) on behalf of Employees on or before December 31, 2014. Such contributions are "money purchase contributions" as such term is defined under Internal Revenue Code Section 401(a) and its corresponding regulations. No contributions shall be made into the Money Purchase Account for work hours on or after January 1, 2015.

8. **Nonelective Employer Contribution Account** means the separate account into which Employer Contributions are made to the Plan on behalf of Participants on or after January 1, 2015. Such contributions are "qualified nonelective employer contributions" and shall satisfy the safe harbor nonelective contribution requirement under Treas. Reg. Section 1.401(k)-3(b) for a particular bargaining unit if the applicable collective bargaining agreement so provides. For all other bargaining units, nondiscrimination testing shall be performed as provided under Article 6, Section 3(e) of the Plan. No Employer Contributions shall be made into the Nonelective Employer Contribution Account before January 1, 2015. Earnings and losses associated with such nonelective employer contributions shall be included in the Nonelective Employer Contribution Account.

9. **Participant:** Any Employee or former Employee who is or may become eligible to receive a benefit from this plan or whose beneficiaries may be eligible to receive a benefit.

10. **Participant's Basic Account.** he term Participant's Basic Account, Participant's Account or "account balance" means each Participant's individual account maintained under the agreement with the Investment Source in accordance with the terms of this Plan. Each Participant's Basic Account will be maintained so as to reflect the amount attributable to employer contributions, rollovers, earnings thereon and certain expenses incurred. The Participant Basic Account is comprised of the Nonelective Employer Contribution Account, the 401(k) Account, the Money Purchase Account and the Rollover Account.

11. **Plan Year:** means the Calendar Year.

12. **Rollover Account:** The term Rollover Account means the separate account into which the assets from a rollover received in accordance with Article 3, Section 4 are deposited and maintained.

13. **Ten (10) Year Period:** The period starting on the date of the Participant's death and ending on December 31 of the year containing the 10^{th} anniversary of the Participant's death. If the beneficiary is the minor child of the Participant then the "ten (10) year period" will start upon the minor reaching the age of majority and end ten (10) years after the date of reaching majority pursuant to Section 401(a)(9)(E)(iii) of the Internal Revenue Code. If the beneficiary is an Eligible Designated Beneficiary who dies after the Participant but before receiving their entire distribution, then the "ten (10) year period" will start upon the Eligible Designated Beneficiary's death and end upon the 10^{th} anniversary of the Eligible Designated Beneficiary's death pursuant to Section 401(a)(9)(H)(iii) of the Internal Revenue Code.

14. All other terms not defined in this Plan shall have the meaning ascribed to that term in the Trust Agreement or in an applicable Collective Bargaining Agreement.

2. Effective January 1, 2022, amend Part I, Article 7, Section 3 in its entirety to state as follows:

3. **Distributions in the Event of Death of an Employee**:

(a) **Internal Revenue Code Death Distribution Rules**: Pursuant to requirements of the Internal Revenue Code, if a Participant dies after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

(b) **Death Before Retirement**: Within the period beginning with the first day of the Plan Year when the Employee attains age 32 and ending with the close of the Plan Year when he or she attains age 35, or within a reasonable period after he becomes a Plan Participant, the Administration Office shall provide each Employee and spouse with an explanation of the Qualified Pre-Retirement Survivor Annuity. The Employee thereafter may, with the written consent of his or her spouse, waive or reinstate the QPSA benefit any number of times within the applicable period of time, or within a reasonable period thereafter, ending with his or her retirement or death, whichever first occurs, or within a reasonable period after separation from the Plan if the Employee separates from service before age 35. In order for the spouse's consent to be effective, the spouse must acknowledge the effect of her consent, and her consent must be witnessed by a plan representative or notary public.

If a Participant has not begun receiving his benefits and he is married at the time of his death, his surviving spouse will receive a death benefit in the form of a Qualified Pre-retirement Survivor Annuity pursuant to the distribution periods as detailed under Section 3(c) of this Article, unless the QPSA benefit has been waived as described above or the spouse selects an alternate form of benefit. The annuity is based on the amount in the Participant's account at the time of his death, plus any required adjustments. If the QPSA benefit has been waived, the balance of the account may be distributed to the surviving spouse in the form of a single or partial lump sum or monthly installments of not less than $100, pursuant to the distribution periods as detailed under Section 3(c) of this Article.

If a Participant dies while performing qualified military service (as defined in section 414(u) of the Code) on or after January 1, 2007, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

(c) **Minimum Distributions -- Death Before Required Beginning Date:** An Eligible Designated Beneficiary must elect among the following payment forms: single life annuity with payments beginning on or before December 31st of the calendar year following the calendar year of the Employee's death, lump sum, partial lump sum, or monthly installments. If the Eligible Designated Beneficiary elects any payment form other than the single life annuity, the entire account balance must be distributed within the Ten (10) Year Period. If the Participant's spouse is the beneficiary, he or she does not have to commence receiving benefits until December 31st of the calendar year containing the date the Participant would have attained age seventy and one half (70 ½). Effective January 1, 2020, if the Participant's spouse is the beneficiary, he or she does not have to commence receiving benefits until December 31st of the calendar year containing the date the Participant would have attained age seventy two (72). Payment of the account balance to a Designated Beneficiary other than an Eligible Designated Beneficiary shall be completed within the Ten (10) Year Period pursuant to Section 401(a)(9)(B)(ii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code. Payment of the account balance to certain trusts for disabled or chronically ill beneficiaries shall be completed pursuant to Section 401(a)(9)(H)(iv) of the Internal Revenue Code. Payment of the account balance to applicable multi-beneficiary trust shall be completed pursuant to Section 401(a)(9)(H)(v) of the Internal Revenue Code. Payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, shall be completed pursuant to Section 401(a) of the SECURE Act. Payment of the account balance to any other person or entity shall be completed within five (5) years after the Participant's death.

(d) **Death after Retirement**: If the Employee is unmarried or the Employee is married and his spouse has waived the joint and survivor annuity, the remaining balance in his account may be distributed to the surviving spouse, Eligible Designated Beneficiary or a Designated Beneficiary in the form of a single or partial lump sum or monthly installments of not less than $100, pursuant to the distribution periods as detailed under Section 3(c) of this Article.

(e) **Minimum Distributions -- After Required Beginning Date:** If the Employee dies on or after his or her required beginning date, payment of the account balance to an Eligible Designated Beneficiary shall be completed within the life expectancy of the Eligible Designated Beneficiary, or as permitted by law, pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H) of the Internal Revenue Code . Payment of the account balance to a Designated Beneficiary other than an Eligible Designated Beneficiary shall be completed within the Ten (10) Year Period pursuant to 401(a)(9)(B)(ii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code. Payment of the account balance to certain trusts for disabled or chronically ill beneficiaries shall be completed pursuant to Section 401(a)(9)(H)(iv) of the Internal Revenue Code. Payment of the account balance to applicable multi-beneficiary trust shall be completed pursuant to Section 401(a)(9)(H)(v) of the Internal Revenue Code. Payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, shall be completed pursuant to Section 401(a) of the SECURE Act. Payment of the account balance to any other person or entity shall be completed within five (5) years after the Employee's death. In the case of a beneficiary who is not a designated beneficiary, the account balance must continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death in accordance with Section 1.401(a)(9)(5), A-5 of the Treasury Regulations and Section 401(a)(9)(H)(i)(II) of the Internal Revenue Code.

(f) If an Employee becomes married, any designation of beneficiary made before the marriage shall be deemed revoked, and shall not be revived by the dissolution of the marriage. If an Employee divorces his spouse prior to the first disbursement of benefits from his account, any elections made while the Employee was married to his former spouse remain valid, unless otherwise provided in a Qualified Domestic Relations Order, or unless the Employee changes them or is remarried. If an Employee dies after his retirement, the spouse to whom the Participant was married on the Annuity Commencement Date is entitled to the Qualified Joint and Survivor Annuity protection under the plan. The spouse is entitled to this protection (unless waived and consented to by such spouse) even if the Participant and spouse are not married on the date of the Participant's death, except as provided in a QDRO.

(g) Every Participant should provide the Board of Trustees with the name of his or her beneficiary. A Participant may change his beneficiary at any time. If a Participant is married, his spouse must consent to any alternative beneficiary designation. Such consent is effective only if the Participant's spouse consents to such election, such consent is witnessed by a Plan representative or notary public, and the spouse acknowledges the effect of such election. Each designation of beneficiary or beneficiaries must be in writing, signed, in a form acceptable to the Trustees and filed with the Trustees during his lifetime. If there is no validly designated beneficiary who has survived an Employee, or there are benefits to be distributed after the death of both an Employee and the Employee's spouse or other designated beneficiary, distribution shall be made to the following persons in the order mentioned pursuant to the distribution periods as detailed under Section 3(b) –(e) of this Article, the member(s) of each class to take to the exclusion of the member(s) of each succeeding class:

(i) Children, if any, natural (and acknowledged) or adopted; or

(ii) Father and/or mother, if either is living; or

(iii) Sisters and/or brothers, if any are living; or

(iv) If none of the above have survived, the Employee's estate.

(h) All distributions to beneficiaries (other than to alternate payees) shall be made from the pooled assets of the Plan. If an Employee has ERISA 404 (c) assets at the time of his or her death, then within a reasonable time of notification of an Employee's death, the Administration Office shall transfer the Employee's ERISA 404(c) Assets to the pooled assets of the Plan. If the Administration Office determines that the only beneficiary is a surviving spouse or Domestic Partner (as defined by California law), the surviving spouse or Domestic Partner may then direct the investment of the Employee's account under the same procedures which apply to Employees. Under no circumstances shall any beneficiary, other than a surviving spouse or a Domestic Partner, direct the investment of an Employee's account.

3. <u>Effective January 1, 2022, amend Part I, Article 7, Section 4 in its entirety to state as follows:</u>

4. **Limitations on Retention of Plan Accounts:**

(a) An Employee may elect to maintain his or her Plan account as an interest in the general assets of the Fund, sharing in net appreciation or depreciation and net income or losses, as provided in Article 6, Section 2, but in no event beyond the following, at which time distribution must be commenced:

(i) On or before December 31, 2019, the following rule shall apply:

(a) If he or she is retired within the meaning of Internal Revenue Code Section 401(a)(9)(C), or if he owns at least 5% of a contributing employer: April 1 of the calendar year following attainment of age 70-1/2; or

(b) If not covered under subsection (1): Upon his or her retirement.

(ii) Effective January 1, 2020: by the required beginning date, April 1 of the calendar year following the calendar year the Employee attains age 72.

(b) **Death On or After the Employee's Required Beginning Date**:

(i) Participant Survived by Eligible Designated Beneficiary. If the Participant dies on or after his required beginning date and there is an Eligible Designated Beneficiary, payment of the account balance shall be completed within the life expectancy of the Eligible Designated Beneficiary or as permitted by law, pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H). of the Internal Revenue Code. The minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Eligible Designated Beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving spouse is the Participant's sole Eligible Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving spouse is not the Participant's sole Eligible Designated Beneficiary, the Eligible Designated Beneficiary's remaining life expectancy is calculated using the age of the Eligible Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) If the Participant dies on or after the required beginning date and there is a Designated Beneficiary other than an Eligible Designated Beneficiary, distribution of the Participant's entire interest will be completed within the Ten (10) Year Period pursuant to Section 401(a)(9)(B)(ii) and Section 401(a)(9)(H)(i). During this Ten (10) Year Period, the Designated Beneficiary may take distributions of any amount at any frequency. If the Participant has designated certain trusts for disabled or chronically ill beneficiaries, then distributions shall be completed pursuant to Section 401(a)(9)(H)(iv). If the Participant has designated applicable multi-beneficiary trust, then distributions shall be completed pursuant to Section 401(a)(9)(H)(v). If the Participant has designated payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, then distributions shall be completed pursuant to Section 401(a) of the SECURE Act.

(iii) **No Eligible Designated Beneficiary or Designated Beneficiary:** If the Participant dies on or after the date distributions begin and there is no Eligible Designated Beneficiary or Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(c) **Death Before an Employee's Required Beginning Date**:

(i) If the Participant's surviving spouse is the Participant's sole Eligible Designated Beneficiary, then benefits will be distributed pursuant to either the life expectancy of the surviving spouse or within the Ten (10) Year Period. If the surviving spouse elects benefits to be distributed pursuant to his or her life expectancy, then the surviving spouse may elect to have distributions begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by the December 31st of the calendar year preceding the calendar year in which the Participant would have attained Required Beginning Date, if later. If the life expectancy option is selected, then the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the surviving spouse calculated for each distribution calendar year using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year. If the surviving spouse elects distribution within the Ten (10) Year Period pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code, then the surviving spouse may take distributions of any amount at any frequency.

(ii) If the Participant's surviving spouse is not the Participant's sole Eligible Designated Beneficiary, then benefits will be distributed pursuant to either the life expectancy of the Eligible Designated Beneficiary or within the Ten (10) Year Period. If the Eligible Designated Beneficiary elects benefits to be distributed pursuant to his or her life expectancy, then the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Eligible Designated Beneficiary's remaining life expectancy. The Eligible Designated Beneficiary's life expectancy is calculated using the age of the Eligible Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. If the Eligible Designated Beneficiary elects distribution within the Ten (10) Year Period pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code, then the Eligible Designated Beneficiary may take distributions of any amount at any frequency.

(iii) If the Participant dies before his required beginning date and there is a Designated Beneficiary other than an Eligible Designated Beneficiary, distribution of the Participant's entire interest will be completed in the Ten (10) Year Period pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code. During this Ten (10) Year Period the Designated Beneficiary may take distributions of any amount at any frequency. If the Participant has designated certain trusts for disabled or chronically ill beneficiaries, then distributions shall be completed pursuant to Section 401(a)(9)(H)(iv). If the Participant has designated applicable multi-beneficiary trust, then distributions shall be completed pursuant to Section 401(a)(9)(H)(v). If the Participant has designated payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, then distributions shall be completed pursuant to Section 401(a) of the SECURE Act.

(iv) No Eligible Designated Beneficiary or Designated Beneficiary. If the Participant dies before his required beginning date and there is no Eligible Designated Beneficiary or 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.

(d) All distributions made from this plan shall be made in accordance with the minimum distributions rule prescribed by IRS Code Section 401(a)(9) and the regulations there under, notwithstanding any plan provisions to the contrary.

(e) **Definitions**:

(i) **Distribution Calendar Year**: A calendar year for which a minimum distribution is required is a distribution calendar year.

(ii) **Life Expectancy**: Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(f) **2020 Required Minimum Distribution Waiver:** Notwithstanding any other provisions of the Plan, whether a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(l) of the Code (2020 RMDs), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant’s designated beneficiary, or for a period of at least 10 years, will not receive those distributions.

In addition, a direct rollover will be offered only for distributions that would be eligible rollover distribution in the absence of Section 401(a)(9)(l).

4. <u>Effective January 1, 2022, amend Part I, Article 7, Section 6(c) in its entirety to state as follows:</u>

(c) **Non-spouse Rollovers**: If an Employee dies leaving his accrued benefit to an Eligible Designated Beneficiary or Designated Beneficiary who is not his spouse, the Eligible Designated Beneficiary or Designated Beneficiary may roll over the inherited assets to an inherited Individual Retirement Account in accordance with the following rules:

(i) The rollover must meet the requirements of an eligible rollover distribution except that the distributee may be a non-spouse beneficiary;

(ii) The rollover must be accomplished by a direct trustee-to-trustee transfer;

(iii) The Individual Retirement Account must be established as an inherited Individual Retirement Account, meaning that the Individual Retirement Account must be established in a form that identifies it as an Individual

Retirement Account with respect to the deceased individual and also identifies the deceased individual and the beneficiary, for example, "Tom Smith as beneficiary of John Smith."

(iv) The rollover must comply with the minimum distribution rules found in Section 401(a)(9) of the Internal Revenue Code. Required minimum distributions under § 401(a)(9) cannot be rolled over. If the Employee dies before his required beginning date, the rollover for a Designated Beneficiary other than an Eligible Designated Beneficiary must be made in accordance with the Ten (10) Year Period described in Section 401(a)(9)(H)(i) of the Internal Revenue Code; the rollover for an Eligible Designated Beneficiary must be made in accordance with the life expectancy rule described in

Section 401 (a)(9)(B)(iii) and Section 401(a)(9)(H)(ii) of the Internal Revenue Code, or the Ten (10) Year Period described in Section 401(a)(9)(H(i) of the Internal Revenue Code; and the rollover for any other person or entity must be made in accordance with the five-year rule described in Section 401(a)(9)(B)(ii) of the Internal Revenue Code. Rollovers made in accordance with the Ten (10) Year Period must be completed by the end of the calendar year that contains the ninth anniversary of the participant's death. Rollovers made in accordance with the five-year rule must be completed by the end of the calendar year which contains the fourth anniversary of the date of the Employee's death. Rollovers made in accordance with the life expectancy rule must be completed by the end of the calendar year following the year of the Employee's death. If a rollover is made in accordance with the life expectancy rule in the calendar year following the year of the participant's death, the amount eligible for rollover is reduced by the Required Minimum Distribution for the calendar year of distribution.

(v) The plan may make a direct rollover to an inherited Individual Retirement Account on behalf of a trust in accordance with these rules where the trust is the named beneficiary of the Employee, provided the beneficiaries of the trust meet the requirements to be a designated beneficiary under the plan.

(vi) The rollover must otherwise be in accordance with law.

5. <u>Effective January 1, 2022, amend Part II, Article 6, Section 3 in its entirety to state as follows:</u>

3. **Distributions in the Event of Death of an Employee**:

(a) **Internal Revenue Code Death Distribution Rules**: Pursuant to requirements of the Internal Revenue Code, if a Participant dies after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death.

(b) **Death Before Retirement**: Within the period beginning with the first day of the Plan Year when the Employee attains age 32 and ending with the close of the Plan Year when he or she attains age 35, or within a reasonable period after he becomes a Plan Participant, the Administration Office shall provide each Employee and spouse with an explanation of the Qualified Pre-Retirement Survivor Annuity. The Employee thereafter may, with the written consent of his or her spouse, waive or reinstate the QPSA benefit any number of times within the applicable period of time, or within a reasonable period thereafter, ending with his or her retirement or death, whichever first occurs, or within a reasonable period after separation from the Plan if the Employee separates from service before age 35. In order for the spouse's consent to be effective, the spouse must acknowledge the effect of her consent, and her consent must be witnessed by a plan representative or notary public.

If a Participant has not begun receiving his benefits and he is married at the time of his death, his surviving spouse will receive a death benefit in the form of a Qualified Pre-retirement Survivor Annuity pursuant to the distribution periods as detailed under Section 3(c) of this Article, unless the QPSA benefit has been waived as described above or the spouse selects an alternate form of benefit. The annuity is based on the amount in the Participant's account at the time of his death, plus any required adjustments. If the QPSA benefit has been waived, the balance of the account may be distributed to the surviving spouse in the form of a single or partial lump sum or monthly installments of not less than $100, pursuant to the distribution periods as detailed under Section 3(c) of this Article.

If a Participant dies while performing qualified military service (as defined in section 414(u) of the Code) on or after January 1, 2007, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed employment and then terminated employment on the account of death.

(c) **Minimum Distributions -- Death Before Required Beginning Date:** An eligible designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iv)must elect among the following payment forms: single life annuity with payments beginning on or before December 31st of the calendar year following the calendar year of the Employee's death, lump sum, partial lump sum, or monthly installments. If the eligible designated beneficiary elects any payment form other than the single life annuity, the entire account balance must be distributed within the ten (10) year period (as defined under Part II, Article 6, Section 4(e)(v)). If the Participant's spouse is the beneficiary, he or she does not have to commence receiving benefits until December 31st of the calendar year containing the date the Participant would have attained age seventy and one half (70 ½). Effective January 1, 2020, if the Participant's spouse is the beneficiary, he or she does not have to commence receiving benefits until December 31st of the calendar year containing the date the Participant would have attained age seventy two (72). Payment of the account balance to a designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iii)) other than an eligible designated beneficiary, shall be completed within the ten (10) year period pursuant to Section 401(a)(9)(B)(ii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code. Payment of the account balance to certain trusts for disabled or chronically ill beneficiaries shall be completed pursuant to Section 401(a)(9)(H)(iv) of the Internal Revenue Code. Payment of the account balance to applicable multi-beneficiary trust shall be completed pursuant to Section 401(a)(9)(H)(v) of the Internal Revenue Code. Payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, shall be completed pursuant to Section 401(a) of the SECURE Act. Payment of the account balance to any other person or entity shall be completed within five (5) years after the Participant's death.

(d) **Death after Retirement:** If the Employee is unmarried or the Employee is married and his spouse has waived the joint and survivor annuity, the remaining balance in his account may be distributed to the surviving spouse, eligible designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iv)), or a designated beneficiary, (as defined under Part II Article 6, Section 4(e)(iii)), in the form of a single or partial lump sum or monthly installments of not less than $100, pursuant to the distribution periods as detailed under Section 3(c) of this Article.

(e) **Minimum Distributions -- After Required Beginning Date:** If the Employee dies on or after his or her required beginning date, payment of the account balance to an eligible designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iv)), shall be completed within the life expectancy of the eligible designated beneficiary, or as permitted by law, pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H) of the Internal Revenue Code. Payment of the account balance to a designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iii)) other than an eligible designated beneficiary, shall be completed within the ten (10) year period (as defined under Part II, Article 6, Section 4(e)(v)), pursuant to 401(a)(9)(B)(ii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code. Payment of the account balance to certain trusts for disabled or chronically ill beneficiaries shall be completed pursuant to Section 401(a)(9)(H)(iv) of the Internal Revenue Code. Payment of the account balance to applicable multi-beneficiary trust shall be completed pursuant to Section 401(a)(9)(H)(v) of the Internal Revenue Code. Payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, shall be completed pursuant to Section 401(a) of the SECURE Act. Payment of the account balance to any other person or entity shall be completed within five (5) years after the Employee's death. For a beneficiary other than a designated beneficiary, the account balance must continue to be distributed at least as rapidly as under the method of distribution being used prior to the Participant's death in accordance with Section 1.401(a)(9)(5), A-5 of the Treasury Regulations.

(f) If an Employee becomes married, any designation of beneficiary made before the marriage shall be deemed revoked, and shall not be revived by the dissolution of the marriage. If an Employee divorces his spouse prior to the first disbursement of benefits from his account, any elections made while the Employee was married to his former spouse remain valid, unless otherwise provided in a Qualified Domestic Relations Order, or unless the Employee changes them or is remarried. If an Employee dies after his retirement, the spouse to whom the Participant was married on the Annuity Commencement Date is entitled to the Qualified Joint and Survivor Annuity protection under the plan. The spouse is entitled to this protection (unless waived and consented to by such spouse) even if the Participant and spouse are not married on the date of the Participant's death, except as provided in a QDRO.

(g) Every Participant should provide the Board of Trustees with the name of his or her beneficiary. A Participant may change his beneficiary at any time. If a Participant is married, his spouse must consent to any alternative beneficiary designation. Such consent is effective only if the Participant's spouse consents to such election, such consent is witnessed by a Plan representative or notary public, and the spouse acknowledges the effect of such election Each designation of beneficiary or beneficiaries must be in writing, signed, in a form acceptable to the Trustees and filed with the Trustees during his lifetime. If there is no validly designated beneficiary who has survived an Employee, or there are benefits to be distributed after the death of both an Employee and the Employee's spouse or other designated beneficiary, distribution shall be made to the following persons in the order mentioned, pursuant to the distribution periods as detailed under Section 3(b)-(e) of this Article, the member(s) of each class to take to the exclusion of the member(s) of each succeeding class:

(i) Children, if any, natural (and acknowledged) or adopted; or

(ii) Father and/or mother, if either is living; or

(iii) Sisters and/or brothers, if any are living; or

(iv) If none of the above have survived, the Employee's estate.

(h) All distributions to beneficiaries (other than to alternate payees) shall be made from the pooled assets of the Plan. If an Employee has ERISA 404 (c) assets at the time of his or her death, then within a reasonable time of notification of an Employee's death, the Administration Office shall transfer the Employee's ERISA 404(c) Assets to the pooled assets of the Plan. If the Administration Office determines that the only beneficiary is a surviving spouse or Domestic Partner (as defined by California law), the surviving spouse or Domestic Partner may then direct the investment of the Employee's account under the same procedures which apply to Employees. Under no circumstances shall any beneficiary, other than a surviving spouse or a Domestic Partner, direct the investment of an Employee's account.

6. <u>Effective January 1, 2022, amend Part II, Article 6, Section 4 in its entirety to state as follows:</u>

4. **Limitations on Retention of Plan Accounts:**

(a) An Employee may elect to maintain his or her Plan account as an interest in the general assets of the Fund, sharing in net appreciation or depreciation and net income or losses, as provided in Article 5, Section 2, but in no event beyond the following, at which time distribution must be commenced:

(i) On or before December 31, 2019, the following rule shall apply:

(a) If he or she is retired within the meaning of Internal Revenue Code Section 401(a)(9)(C), or if he owns at least 5% of a contributing employer: April 1 of the calendar year following attainment of age 70 1/2; or

(b) If not covered under subsection (1): Upon his or her retirement.

(ii) Effective January 1, 2020: by the required beginning date, April 1 of the calendar year following the calendar year the Employee attains age 72.

(b) **Death On or After the Employee's Required Beginning Date**:

(i) Participant Survived by Eligible Designated Beneficiary. If the Participant dies on or after his required beginning date and there is an eligible designated beneficiary, payment of the account balance shall be completed within the life expectancy of the eligible designated beneficiary or as permitted by law, pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H) of the Internal Revenue Code . The minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's eligible designated beneficiary, determined as follows:

(A) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) If the Participant's surviving spouse is the Participant's sole eligible designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant's surviving spouse is not the Participant's sole eligible designated beneficiary, the eligible designated beneficiary's remaining life expectancy is calculated using the age of the eligible designated beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) If the Participant dies on or after the required beginning date and there is a designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iii)) other than an eligible designated beneficiary, distribution of the Participant's entire interest will be completed within the ten (10) year period (as defined under Part II, Article 6, Section 4(e)(v)) pursuant to Section 401(a)(9)(B)(ii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code. During this ten (10) year period, the designated beneficiary may take distributions of any amount at any frequency. If the Participant has designated certain trusts for disabled or chronically ill beneficiaries, then distributions shall be completed pursuant to Section 401(a)(9)(H)(iv). If the Participant has designated applicable multi-beneficiary trust, then distributions shall be completed pursuant to Section 401(a)(9)(H)(v). If the Participant has designated payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, then distributions shall be completed pursuant to Section 401(a) of the SECURE Act.

(iii) **No Eligible Designated Beneficiary or Designated Beneficiary:** If the Participant dies on or after the date distributions begin and there is no eligible designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iv)) or designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iii)) as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(c) **Death Before an Employee's Required Beginning Date:**

(i) If the Participant's surviving spouse is the Participant's sole eligible designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iv)), then benefits will be distributed pursuant to either the life expectancy of the surviving spouse or within the ten (10) year period (as defined under Part II, Article 6, Section 4(e)(v)). If the surviving spouse elects benefits to be distributed pursuant to his or her life expectancy, then the surviving spouse may elect to have distributions begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by the December 31st of the calendar year preceding the calendar year in which the Participant would have attained Required Beginning Date, if later. If the life expectancy option is selected, then the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the surviving spouse calculated for each distribution calendar year using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year. If the surviving spouse elects distribution within the ten (10) year period pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code, then the surviving spouse may take distributions of any amount at any frequency.

(ii) If the Participant's surviving spouse is not the Participant's sole eligible designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iv)), then benefits will be distributed pursuant to either the life expectancy of the eligible designated beneficiary or within the ten (10) year period (as defined under Part II, Article 6, Section 4(e)(v)). If the eligible designated beneficiary elects benefits to be distributed pursuant to his or her life expectancy, then the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the eligible designated beneficiary's remaining life expectancy. The eligible designated beneficiary's life expectancy is calculated using the age of the eligible designated beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. If the eligible designated beneficiary elects distribution within the ten (10) year period pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code, then the eligible designated beneficiary may take distributions of any amount at any frequency.

(iii) If the Participant dies before his required beginning date and there is a designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iii)) other than an eligible designated beneficiary, distribution of the Participant's entire interest will be completed in the ten (10) year period (as defined under Part II, Article 6, Section 4(e)(v)), pursuant to Section 401(a)(9)(B)(iii) and Section 401(a)(9)(H)(i) of the Internal Revenue Code. During this ten (10) year period the designated beneficiary may take distributions of any amount at any frequency. If the Participant has designated certain trusts for disabled or chronically ill beneficiaries, then distributions shall be completed pursuant to Section 401(a)(9)(H)(iv). If the Participant has designated applicable multi-beneficiary trust, then distributions shall be completed pursuant to Section 401(a)(9)(H)(v). If the Participant has designated payment of the account balance pursuant to a qualified annuity as defined under Section 401(b)(4) of the SECURE Act which is a binding annuity contract in effect after December 20, 2019, then distributions shall be completed pursuant to Section 401(a) of the SECURE Act.

(iv) No Eligible Designated Beneficiary or Designated Beneficiary. If the Participant dies before his required beginning date and there is no eligible designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iv)) or designated beneficiary (as defined under Part II, Article 6, Section 4(e)(iii) 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.

(d) All distributions made from this plan shall be made in accordance with the minimum distributions rule prescribed by IRS Code Section 401(a)(9) and the regulations there under, notwithstanding any plan provisions to the contrary.

(e) **Definitions**:

(i) **Distribution Calendar Year**: A calendar year for which a minimum distribution is required is a distribution calendar year.

(ii) **Life Expectancy**: Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iii) **Designated Beneficiary:** an individual who is either designated as the beneficiary by the Participant pursuant to Part II, Article 6, Section 3(g) of the Plan, or who is determined to be the beneficiary through the order of priority specified in Part II, Article 6, Section 3(g) of the Plan. The determination of whether a Beneficiary is an "individual" shall be made in accordance with Treasury Regulation Section 1.401(a)(9)-4 and any successor regulation.

(iv) **Eligible Designated Beneficiary:** as defined under Section 401(a)(9)(E)(ii) and (iii) of the Internal Revenue Code) means, with respect to any

Participant, any Designated Beneficiary who is:

a. the surviving Spouse of the Participant,

b. a child of the Participant who has not reached majority (within the meaning of Section 401(a)(9)(F) of the Internal Revenue Code), provided that such child shall cease to be an Eligible Designated Beneficiary upon reaching the age of majority,

c. totally and permanently disabled and entitled to a Social Security Disability Benefit,

d. a chronically ill individual (within the meaning of Section 7702B(c)(2) of the Internal Revenue Code, except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature), or

e. an individual not described in any of the preceding clauses who is not more than 10 years younger than the Participant.

The determination of whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of death of the Participant.

(v) **Ten (10) Year Period:** the period starting on the date of the Participant's death and ending on December 31 of the year containing the 10^{th} anniversary of the Participant's death. If the beneficiary is the minor child of the Participant then the "ten (10) year period" will start upon the minor reaching the age of majority and end ten (10) years after the date of reaching majority pursuant to Section 401(a)(9)(iii) of the Internal Revenue Code. If the beneficiary is an eligible designated beneficiary who dies after the Participant but before receiving their entire distribution, then the "ten (10) year period" will start upon the eligible designated beneficiary's death and end upon the 10^{th} anniversary of the eligible designated beneficiary's death pursuant to Section 401(a)(9)(H)(iii) of the Internal Revenue Code.

(f) **2009 Required Minimum Distribution Waiver:** Notwithstanding any other provisions of the Plan, a Participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions (that include the

2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years, will not receive those distributions for 2009.

In addition, a direct rollover will be offered only for distributions that would be eligible rollover distributions without regard to section 401(a)(9)(H).

(g) **2020 Required Minimum Distribution Waiver:** Notwithstanding any other provisions of the Plan, whether a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(l) of the Code (2020 RMDs), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years, will not receive those distributions.

In addition, a direct rollover will be offered only for distributions that would be eligible rollover distribution in the absence of Section 401(a)(9)(l).

7. Effective January 1, 2022 amend Part II, Article 6, Section 6(b) and (c) in its entirety to state as follows:

(b) **Definitions;**

(i) **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:

(A) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the distributee or the joint lives or joint life expectancies of the distributee and the distributee's designated beneficiary; or for a specified period of ten years or more;

(B) Any distribution to the extent that such distribution is required under Section 401(a)(9) of the Internal Revenue Code;

(C) Any hardship distribution described in Section 01(k)(2)(B)(i)(IV) of the Internal Revenue Code and made after October 1, 1999; and

(D) The portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(ii) **Eligible Retirement Plan**: An eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code, an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or a qualified trust described in Section 401(a) of the Code, that accepts the distributee's eligible rollover distribution.

(iii) **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 former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) **Direct Rollover**: A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(v) **Designated Beneficiary:** A designated beneficiary is an individual who is either designated as the beneficiary by the Participant pursuant to Part II, Article 6, Section 3(g) of the Plan, or who is determined to be the beneficiary through the order of priority specified in Part II, Article 6, Section 3(g) of the Plan. The determination of whether a Beneficiary is an “individual” shall be made in accordance with Treasury Regulation Section 1.401(a)(9)-4 and any successor regulation.

(vi) **Eligible Designated Beneficiary:** An eligible designated beneficiary, (as defined under Section 401(a)(9)(E)(ii) and (iii) of the Internal Revenue Code) means, with respect to any Participant, any Designated Beneficiary who is:

a. the surviving Spouse of the Participant,

b. a child of the Participant who has not reached majority (within the meaning of Section 401(a)(9)(F) of the Internal Revenue Code), provided that such child shall cease to be an Eligible Designated Beneficiary upon reaching the age of majority,

c. totally and permanently disabled and entitled to a Social

Security Disability Benefit,

d. a chronically ill individual (within the meaning of Section 7702B(c)(2) of the Internal Revenue Code, except that the requirements of subparagraph (A)(i) thereof shall only be treated as met if there is a certification that, as of such date, the period of inability described in such subparagraph with respect to the individual is an indefinite one which is reasonably expected to be lengthy in nature), or

e. an individual not described in any of the preceding clauses who is not more than 10 years younger than the Participant.

The determination of whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of death of the Participant.

(vii) **Ten (10) Year Period:** Ten (10) year period means the period starting on the date of the Participant's death and ending on December 31 of the year containing the 10^{th} anniversary of the Participant's death. If the beneficiary is the minor child of the Participant then the "ten (10) year period" will start upon the minor reaching the age of majority and end ten (10) years after the date of reaching majority pursuant to Section 401(a)(9)(iii) of the Internal Revenue Code. If the beneficiary is an Eligible Designated Beneficiary who dies after the Participant but before receiving their entire distribution, then the "ten (10) year period" will start upon the Eligible Designated Beneficiary's death and end upon the 10^{th} anniversary of the Eligible Designated Beneficiary's death pursuant to Section 401(a)(9)(H)(iii) of the Internal Revenue Code.

(c) **Non-spouse Rollovers**: If an Employee dies leaving his accrued benefit to an eligible designated beneficiary or a designated beneficiary who is not his spouse, the eligible designated beneficiary or designated beneficiary may roll over the inherited assets to an inherited Individual Retirement Account in accordance with the following rules:

(i) The rollover must meet the requirements of an eligible rollover distribution except that the distributee may be a non-spouse beneficiary;

(ii) The rollover must be accomplished by a direct trustee-to-trustee transfer;

(iii) The Individual Retirement Account must be established as an inherited Individual Retirement Account, meaning that the Individual Retirement Account must be established in a form that identifies it as an Individual Retirement Account with respect to the deceased individual and also identifies the deceased individual and the beneficiary, for example, "Tom Smith as beneficiary of John Smith."

(iv) The rollover must comply with the minimum distribution rules found in Section 401(a)(9) of the Internal Revenue Code. Required minimum distributions under § 401(a)(9) cannot be rolled over. If the Employee dies before his required beginning date, the rollover for a designated beneficiary other than an eligible designated beneficiary must be made in accordance with the ten (10) year period described in Section 401(a)(9)(H)(i) of the Internal Revenue Code; the rollover for an eligible designated beneficiary must be made in accordance with the life expectancy rule described in Section 401 (a)(9)(B)(iii) and Section 401(a)(9)(H)(ii) of the Internal Revenue Code, or the ten (10) year period described in Section 401(a)(9)(H(i) of the Internal Revenue Code; and the rollover for any other person or entity must be made in accordance with the five-year rule described in Section 401(a)(9)(B)(ii) of the Internal Revenue Code. Rollovers made in accordance with the ten (10) year period must be completed by the end of the calendar year that contains the ninth anniversary of the participant's death. Rollovers made in accordance with the five-year rule must be completed by the end of the calendar year which contains the fourth anniversary of the date of the Employee's death. Rollovers made in accordance with the life expectancy rule must be completed by the end of the calendar year following the year of the Employee's death. If a rollover is made in accordance with the life expectancy rule in the calendar year following the year of the participant's death, the amount eligible for rollover is reduced by the Required Minimum Distribution for the calendar year of distribution.

(v) The plan may make a direct rollover to an intherited Individual Retirement Account on behalf of a trust in accordance with these rules where the trust is the named beneficiary of the Employee, provided the beneficiaries of the trust meet the requirements to be a designated beneficiary under the plan.

(vi) The rollover must otherwise be in accordance with law.

Executed on January 25, 2022 at San Jose, California.

Employer Trustee

Eric Mussynski
Union Trustee