

**WESTERN WASHINGTON U.A.
SUPPLEMENTAL PENSION PLAN**

As Revised and Restated Effective January 1, 2015

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**WESTERN WASHINGTON U.A.
SUPPLEMENTAL PENSION PLAN**

RECITALS

WHEREAS, the Board of Trustees of the Western Washington U.A. Supplemental Pension Trust did adopt this Plan effective as of January 1, 1998; and

WHEREAS, the Plan has been amended from time to time since its initial adoption; and

WHEREAS, the Trustees now desire to restate the Plan to incorporate said amendments;

NOW, THEREFORE, the Trustees hereby adopt the following Restatement of the Plan, effective as of January 1, 2015 and is a continuation of the Plan as in effect on December 31, 2014.

PLAN

SECTION 1. ESTABLISHMENT OF THE PLAN

1.1 Establishment of the Plan. The Board of Trustees of the Western Washington U.A. Supplemental Pension Trust established this Western Washington U.A. Supplemental Pension Plan, effective as of January 1, 1998. For purposes of the Internal Revenue Code, this Plan shall be considered to be a profit sharing plan.

1.2 Purpose of Plan. The purpose of this Plan is to help Participants accumulate funds for retirement and to provide funds for their Beneficiaries in the event of the Participant's death. The Plan is to be maintained for the exclusive benefit of the Participants and their Beneficiaries.

1.3 Power of Trustees to Interpret Plan. The Board of Trustees has the power to interpret the provisions of this Plan and to determine all questions arising under the Plan and its interpretations shall be binding on all Participants, Employers, Employees, Beneficiaries and others. In determining questions under the Plan, the Board has full discretion to make all factual findings incident to its decision.

The Board of Trustees, or persons appointed or so designated by the Board, shall have the full discretionary authority to determine eligibility for benefits and construe the terms of this Plan, and any rules adopted hereunder.

The provisions of this Plan are designed and intended to comply with ERISA, as amended, and any construction or interpretation of the Plan shall be adopted and be consistent with the Trust Agreement and with ERISA.

If the Trustees determine or are advised that regulations, rulings, or Court action may determine an issue or dispute, the Trustees may defer action in making a determination

hereunder for a reasonable period or until such time as they can determine the proper resolution of that issue.

No person may rely upon any interpretation by an individual Trustee, Union officer, Employer or any other person regarding Plan benefits or otherwise. Any question of interpretation should be directed in writing to the Board of Trustees. No oral statement of any person, including a Plan official, may be the basis of any claim for benefits.

1.4 Plan Year. The Plan Year is the calendar year.

SECTION 2. DEFINITIONS

Where the following words and phrases appear in this Plan, they shall have the meaning set forth in this Article, unless the context clearly indicates otherwise. Other words and phrases with special meaning are defined where they first appear unless their meaning is apparent from the context.

2.1 Annuity Starting Date means (1) the first day of the first period for which an amount is payable under the Plan or (2) for a benefit not payable as an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

2.2 Beneficiary means any person designated by a Participant or in accordance with the Plan who is or may become entitled to benefits hereunder.

2.3 Collective Bargaining Agreement shall have the meaning as defined in the Trust Agreement.

2.4 Compensation means the total amount of all payments made by an Employer to an Employee during a calendar year, including salary, wages, bonuses, commissions, overtime pay, fringe benefits, reimbursements and expense allowances. Compensation shall include any contributions under this Plan but shall not include any other payments to health, welfare, or other retirement plans maintained by or contributed to by the Employer, or any other amounts that receive special tax benefits, or amounts for reimbursement of ordinary business expenses such as automobile allowances and travel and entertainment expenses. For Plan Years beginning on and after January 1, 2001, Compensation shall also include elective amounts that are not includible in the gross income of the Employee by reason of Section 132(f)(4) of the Internal Revenue Code.

In addition to other applicable limitations set forth in this Plan, and notwithstanding any other provision of the Plan to the contrary, the annual Compensation for any Employee taken into account under the Plan shall not exceed \$150,000, adjusted by the Commissioner of Internal Revenue for increases in the cost of living in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. For purposes of applying the foregoing limit on Compensation, the "family unit" of an Employee who is either a five percent (5%) owner or is both a Highly Compensated Employee and one of the ten most highly compensated Employees will be treated as a single employee with one compensation and such limit on Compensation shall be allocated equally between the Employee and his or her spouse, if any, or solely to the

Employee, if he or she is not married. The term "family unit" as used herein means the Employee and his or her spouse, if any, and any lineal descendants who have not attained age nineteen (19) before the close of the year.

2.5 Covered Employment means any employment in a capacity for which contributions are required to be made by an Employer to the Trust under the terms of a Collective Bargaining Agreement. For purposes of determining an Employee's eligibility to participate pursuant to Section 3.1, the term "Covered Employment" shall also include hours for which an Employee is eligible for and receives "FMLA Leave" under the provisions of the Family and Medical Leave Act of 1993.

2.6 Employee means any employee, or former employee, for whose benefit contributions are, or were, made or required to be made to this Plan, pursuant to a Collective Bargaining Agreement, to the extent permitted under 29 U.S.C. § 302(c)(5). Employee also includes full time paid officers and representatives of the participating Local Unions and other such persons as are permitted as Employees under the Western Washington U.A. Supplemental Pension Trust Agreement, but excluding employees of a participating Union who are part of a separate bargaining unit recognized by the Union acting as an employer and for whom there has been good faith collective bargaining with respect to retirement benefits.

The term Employee does not include shareholder-employees of a contributing Employer which is a corporation unless:

- (a) The shareholder-employee performs some bargaining unit work;
- (b) The shareholder-employee and the spouse of the shareholder-employee each own less than fifty percent (50%) of the total stock of the contributing Employer;
- (c) The contributing Employer has at least one shareholder who is not participating in the Pension Plan and performs some management work;
- (d) If the shareholder-employee's spouse is also a shareholder, and their combined shares equal or exceed 50% of total share ownership, the shareholder-employee has submitted a written statement signed by both spouses that the shares are held as separate property, and not as community property; and
- (e) The shareholder-employee has not actually been excluded from the statutory definition of employee in a proceeding of the National Labor Relations Board.

2.7 Employee Contribution means a contribution made pursuant to subsection 4.3 or 4.6 of this Plan.

2.8 Employer means any "participating employer" as defined by the Trust Agreement.

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

2.10 Hour of Service. To the extent required by applicable law, Hours of Service means:

(a) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer. These hours will be credited to the Employee for the computation period in which the duties are performed; and

(b) Where applicable to this Plan, hours will be calculated and credited pursuant to Section 2530.200b-2 of the Department of Labor Regulations.

2.11 Individual Account shall mean the account established for each Employee under the Plan. It shall include all Employer, Employee and Qualifying Rollover Contributions, earnings and asset appreciation (or depreciation), minus expenses allocable to such account and any amounts distributed from such account.

2.12 Joint Board of Trustees or Trustees means the group of individuals appointed to administer the Trust as provided in the Trust Agreement. As a group they are referred to as the "Board" or "Trustees." An individual member is referred to as a "Trustee."

2.13 Market Value means the fair market value of the Plan's assets on the applicable Valuation Date, which takes into account the fair market value as determined by the Trustees in accordance with applicable law and financial standards of accounting.

2.14 Normal Retirement Date is defined in subsection 6.2.

2.15 Participant means an Employee who is eligible to participate in the Plan pursuant to Section 3.

2.16 Plan means the rules and regulations set forth herein known as the Western Washington U.A. Supplemental Pension Plan, as it may be amended from time to time.

2.17 Qualified Domestic Relations Order. A Qualified Domestic Relations Order ("QDRO") is an order that creates or recognizes the existence of an alternative payee's right to or assigns to an alternative payee the right to receive all or a portion of the benefits payable with respect to the Plan. The Board of Trustees shall adopt procedures relating to such Orders, which may include the use of a sample order.

To qualify as a QDRO, an order should specify: (a) the name, last known mailing address, dates of birth, marriage and separation, and Social Security number of the Participant and each Alternate Payee (such as a former spouse or a child) covered by the order; (b) the amount or percentage of the Participant's benefits that is payable to each Alternate Payee, or the manner in which such amount or percentage is to be determined; (c) the number of payments or payment period to which such order applies; and (d) that it is applicable to this Plan, among other required information. The Board of Trustees, or its delegate, shall have total discretion in ascertaining whether an order is acceptable.

2.18 Qualified Rollover Contribution means an amount transferred to this Plan from another tax qualified retirement plan which meets the requirements of Section 8.

2.19 Trust Agreement means the Agreement and Declaration of Trust entered into as of January 1, 1998, establishing the Western Washington U.A. Supplemental Pension Trust, and any amendment, extension, or successor thereof.

2.20 Union means Locals 26, 32 and 44 of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-CIO, or any successor thereto, and any other union that becomes a sponsoring Union in accordance with the terms of the Trust Agreement and executes one or more Collective Bargaining Agreements with individual Employers, calling for contributions to be made to this Plan.

2.21 Valuation Date means December 31 of each year. The Trustees may establish other Valuation Dates semi-annually, quarterly or at such other dates as they select.

SECTION 3. ELIGIBILITY TO PARTICIPATE AND VESTING

3.1 Service Requirements. An Employee is eligible to participate in this Plan upon completion of one Hour of Service. An Employee who receives a lump sum distribution pursuant to subsection 7.1(d) of this Plan and who subsequently returns to Covered Employment shall again be considered a Participant upon completing his or her first Hour of Service and shall also be fully vested in all Employer Contributions made on his or her behalf on and after his or her return to Covered Employment.

3.2 Vesting of Contributions. All Employer, Employee and Qualifying Rollover Contributions made to the Plan shall be immediately and 100% vested.

SECTION 4. CONTRIBUTIONS AND INDIVIDUAL ACCOUNTS

4.1 Contributions. Each Employer shall contribute to the Plan a monthly amount equal to the total of all wage reduction contributions withheld from the wages of its Employees pursuant to wage reductions made by such Employees, and any other contributions required to be made by the Employer under the terms of a Collective Bargaining Agreement or Special Agreement requiring Employer contributions to be made to the Plan, provided that the amounts so contributed shall not exceed twenty-five percent (25%) of the aggregate compensation of all Participants employed by the Employer for the Plan Year for which the contributions are made. For purposes of this subsection, the term "aggregate compensation" shall not include any elective deferral paid pursuant to subsection 4.3, below.

4.2 Allocation of Contributions. Contributions shall be allocated to the Individual Accounts of the Participants on whose behalf the contributions were made; provided, however, that in the event an Employer's contributions should exceed the 25% limitation set forth in subsection 4.1, above, the contributions in excess of such 25% limitation shall be paid by the Plan directly to the Participants on whose behalf the contributions were made no later than April 15 of the following calendar year.

4.3 Cash or Deferred Election. Each Participant may elect to defer receipt of a portion of his annual Compensation, not to exceed the "dollar amounts" specified in Section 402(g)(1)(B) of the Internal Revenue Code, and to have the amounts so deferred withheld from

his Compensation, paid to the Plan by the Employer and credited to the Participant's Individual Account. The "dollar amounts" for the Plan Years 2002 through 2012 are:

2002:	\$11,000
2003:	\$12,000
2004:	\$13,000
2005:	\$14,000
2006:	\$15,000
2007:	\$15,500
2008:	\$15,500
2009:	\$16,500
2010:	\$16,500
2011:	\$16,500
2012:	\$17,000

For plan and calendar years after 2012, the "dollar amounts" shall be adjusted in accordance with Section 402(g)(4) of the Internal Revenue Code. A deferral election made pursuant to this Section shall be made in the manner prescribed by the Trustees.

In addition to the "dollar amounts" specified above, a Participant who is 50 years old or older in a particular Plan Year may make "catch up" contributions as permitted under Section 414(v) of the Internal Revenue Code. The maximum amount of "catch up" contributions that may be made in plan and calendar years 2004 through 2012 are as follows:

2004:	\$3,000
2005:	\$4,000
2006:	\$5,000
2007:	\$5,000
2008:	\$5,000
2009:	\$5,500
2010:	\$5,500
2011:	\$5,500
2012:	\$5,500

Notwithstanding any other provision of this Plan, "catch up" contributions made pursuant to this paragraph shall not be taken into account in determining the Participant's "actual deferral percentage" under Section 4.4. "Catch up" contributions shall be made and accounted for in the manner determined by the Trustees.

An initial deferral election made by a new Participant pursuant to subsection 4.3(a) shall be made as soon as administratively practicable and shall be valid for the remainder of that Plan Year. A Participant may change his or her election on January 1 or June 1 of any year or upon any change of Employers, to increase or decrease the amount deferred, subject to the limitations of subsection 4.3(a), above. A Participant may terminate his or her deferral election at any time by giving thirty (30) days advance written notice to his or her Employer and the Trust that he or she no longer wishes to have any portion of his or her Compensation withheld and contributed to the Trust.

4.4 Limitations on Deferral Elections.

(a) The amount deferred under the Participant's election to defer described in Section 4.3 above shall satisfy whichever of the following two (2) tests results in the greatest deferral amount:

(1) The Actual Deferral Percentage for Highly Compensated Participants shall not be more than the Actual Deferral Percentage for all Other Eligible Participants multiplied by 1.25; or

(2) The excess of the Actual Deferral Percentage for the Highly Compensated Participants over that of Other Eligible Participants shall not be more than two (2) percentage points, and the Actual Deferral Percentage for the Highly Compensated Participants shall not be more than the Actual Deferral Percentage for the Other Eligible Participants multiplied by 2.0.

(b) For purpose of this Section, the following definitions shall apply:

(1) Actual Deferral Percentage means with respect to the Highly Compensated Participants and the Other Eligible Participants for a Plan Year, the average of the ratios, calculated separately for each Participant in such group, that the amount of contributions paid under subsections 4.1 and 4.3 of this Plan for such Plan Years bears to such Participant's Compensation for such Plan Year.

(2) "Highly Compensated Participant" means any Participant who is a Highly Compensated Employee, as defined in subsection 12.2, below.

(3) "Other Eligible Participant" means any Participant who is not a Highly Compensated Participant.

(c) For the purposes of this subsection and subsection 4.5 below, a Highly Compensated Participant and an Other Eligible Participant shall include all eligible employees whether or not an election to defer compensation was made pursuant to subsection 4.3 above.

(d) For the purposes of this subsection, if two or more plans which include arrangements under Section 401(k) of the Internal Revenue Code are considered one plan for the purposes of Sections 401(a)(4) or 410(b), the Section 401(k) arrangements included in such plans shall be treated as one arrangement.

(e) For the purposes of this subsection, and if required by law, the Actual Deferral Percentage for any Employee who is a Participant under two or more Section 401(k) arrangements of an Employer shall be the sum of the deferral percentages for such employee under each of such arrangements. Also, if required by law, the Actual Deferral Percentage shall include contributions made on behalf of a Participant by an Employer to any other defined contribution plan of an Employer qualified under Section 401(a) of the Internal Revenue Code.

4.5 Adjustment for Excessive Deferred Election Amount. In the Trustees' sole and absolute discretion, employer contributions may be designated as qualified non-elective contributions ("QNECs") pursuant to Section 401(k)(3)(D) of the Internal Revenue Code and,

consistent with Treas. Reg. 1.401-1(b)(1)(ii), allocated to all eligible employees who are deemed to be Other Eligible Participants. All QNECs will be 100% vested when made and will be contributed within the applicable 12-month contribution period (depending upon which testing method is utilized by the Trustees). The amount of the QNEC shall be made consistent with Treas. Reg. 1.401(k)-2(a)(6)(iv) so as to ensure that such contributions will be included in any ADP test and not disregarded for testing purposes as a "disproportionate QNEC."

4.6 Voluntary After-Tax Contributions. A Participant may make voluntary after-tax contributions to this Plan. Voluntary after-tax contributions must be made by the Participant in cash and in accordance with the rules established by the Trustees. Voluntary after-tax contributions shall be credited to the Participant's Individual Account, but accounted for separately, and shall be immediately and 100% vested as described in subsection 3.2.

At any time, but not more frequently than once per calendar year, a Participant may elect to withdraw his voluntary after-tax contributions from his Individual Account and the net earnings thereon in a manner which is consistent with the provisions of Section 7 including, but not limited to, all notice and consent requirements thereof.

4.7 Actual Contribution Percentage Tests.

(a) The Actual Contribution Percentage for Highly Compensated Participants shall not exceed the greater of:

(1) The Actual Contribution Percentage for Other Eligible Participants multiplied by 1.25; or

(2) The lesser of the Actual Contribution Percentage for the Other Eligible Participants multiplied by 2.0, or the Actual Contribution Percentage for the Other Eligible Participants plus two (2) percentage points.

(b) For purposes of this subsection and subsection 4.8, the following definitions shall apply:

(1) "Actual Contribution Percentage" means, with respect to the Highly Compensated Participants and the Other Eligible Participants for a Plan Year, the average of the ratios calculated separately for each Participant in such group, that the sum of the voluntary after-tax contributions made pursuant to subsection 4.6 bears to such Participant's Compensation for such Plan Year.

(2) The terms "Highly Compensated Participant" and "Other Eligible Participant" have the same meanings as in subsections 4.4(b) and (c).

(c) For purposes of this subsection, if two or more plans which include arrangements under Section 401(m) of the Internal Revenue Code are considered one plan for the purposes of Sections 401(a)(4) or 410(b), the Section 401(m) arrangements included in such plans shall be treated as one arrangement.

(d) If a Highly Compensated Participant is a participant under two or more plans maintained by the Employer which provide for matching employer or voluntary employee contributions, all such contributions on behalf of such Highly Compensated Participant shall be aggregated for purposes of determining such Participant's actual contribution ratio. However, if the plans have different plan years, this paragraph shall be applied by treating all plans ending with or within the same calendar year as a single plan.

(e) The identity of the Highly Compensated Employees subject to distributions (or recharacterization) of excess contributions will be determined using the "dollar leveling method." This method starts with the Highly Compensated Employee with the greatest dollar amount of elective (and other contributions treated as elective) contributions for the Plan Year and continues until the amount of excess contributions has been accounted for.

4.8 Adjustment to Actual Contribution Percentage Tests. In the event the allocation of voluntary after-tax contributions made pursuant to subsection 4.6 does not satisfy one of the tests set forth in subsection 4.7, the Plan administrator shall, by March 15 of the following year, distribute to the Highly Compensated Participant having the highest actual contribution ratio his excess aggregate contributions and income allocable thereto until either one of the tests set forth in subsection 4.7 is satisfied, or until his actual contribution ratio equals the actual contribution ratio of the Highly Compensated Participant having the second highest actual contribution ratio. This process shall continue until one of the tests set forth in subsection 4.7 is satisfied. For purposes of this section, the term "income" means the amount of income or loss allocable to a Participant's excess deferrals and such income shall be allocated in the same manner as investment gains and losses are allocated pursuant to subsection 4.12(d).

4.9 Limitation on Employer Contributions. No money purchase, discretionary or matching Employer contributions shall be permitted to be made to the Trust. In the event such contributions are made in error, they shall be returned to the Employer as soon as practicable after the error is discovered.

4.10 Maintenance of Individual Accounts. An Individual Account shall be established and maintained for each Participant, which shall reflect the Employer, Employee and Qualifying Rollover Contributions paid or required to be paid on his or her behalf, his or her share of the investment gains and losses attributable to such contributions and his or her share of the expenses of administering the Plan.

4.11 Adjustments to Individual Accounts. As of each Valuation Date, the Trustees or their administrative agent shall:

(a) Charge to each Individual Account all payments or distributions made to or on account of the Participant since the last preceding Valuation Date;

(b) Adjust the balance in each Individual Account upward or downward, pro rata, according to the account balance, so that the total of all balances in the Individual Accounts will equal the fair market value of the Trust Fund as of the Valuation Date; and

(c) Credit to each Individual Account all contributions made to the Trust on behalf of the Participant, and all investment gains and losses and administrative expenses credited or chargeable to the Participant since the last preceding Valuation Date.

4.12 Investment of Individual Accounts.

(a) Participant Options. Subject to the provisions of subsection 4.11, above, all amounts contributed to a Participant's Individual Account shall be invested by the Trustees in one or more of the investment options approved by the Trustees, in such proportions as the Participant may direct; provided, however, that if more than one option is designated, the percentage designated for each option must be evenly divisible by one (1).

Any investment direction by a Participant shall be deemed to be a continuing direction with regard to both past and future contributions until changed by the Participant. A Participant may make an initial election with respect to the investment of his or her Individual Account in the manner and with such advance notice as may be prescribed by the Trustees. Thereafter, a Participant may change his or her investment allocation once per month. The procedures for changing an existing investment allocation and the effective dates of such changes shall also be as prescribed by the Trustees. In the event a Participant does not make an initial election, his or her Individual Account shall be invested in the Washington Capital Management Balanced Fund.

(b) Transactions by Investment Advisor or Administrator of Investment Funds. The investment advisor or administrator of the investment funds may, in its own discretion, maintain in cash, without obligation to credit interest thereon, such part of the assets of each fund as it shall deem necessary or desirable for the proper administration of such fund. Any cash in any of the funds may, pending the disposition or investment of such cash for the purposes of such fund, be temporarily invested in Government securities. For this purpose, cash in the several funds may be commingled.

(c) Reinvestment of income. Income and proceeds of sales of investments in each investment fund shall be reinvested in the same fund.

(d) Units of Participation--Valuation of Units. Each investment fund shall be divided into Units of Participation and the interest of each Participant in such fund shall be evidenced by the number of Units and portions thereof in such fund credited to his account. Each Unit in a fund shall have an equal beneficial interest in such fund and none shall have priority or preference over any other. At or as of such times as may be prescribed by the Trustees and such other times as the investment advisor or administrator of the investment funds may elect, but not less frequently than monthly, the value of a Unit in each fund shall be determined by dividing the value of such fund by the total number of outstanding Units in such fund.

(e) 404(c) Safe Harbor. The Participant controls the investment of his/her Individual Account. To the extent that the Trustees cause the Plan to meet the requirements of Section 404(c) of ERISA and 29 CFR 2550.404c-1 the Trustees are relieved of liability for any losses that the Participant's Individual Account experiences as a direct and necessary result of investment choices made by the Participant.

4.13 Reports of Status of Individual Accounts. The Plan shall provide Participants with annual reports as to the value of their Individual Accounts. The Trustees may change such reporting period without an amendment to the Plan so long as reports are provided at least annually.

4.14 Limitation on Rights to an Individual Account. That Individual Accounts are established and then valued as of each Valuation Date shall not give any Participant or any other person any right, title or interest in the Trust or its assets, or in an Individual Account, except as provided herein.

4.15 Allocation of Expenses. The Trustees shall establish a procedure for allocating expenses among the Participants. Expenses of administration shall be paid out of the assets of the Trust before annual adjustments of the Individual Accounts, except as provided herein. The Trustees may allocate to any newly established Individual Account a reasonable charge to set up the Individual Account, which may vary over time.

The Trustees may, in their discretion, allocate to an Individual Account any non-general expenses attributable to a Participant, Beneficiary, or alternate payee, including but not limited to, the costs of any special report required by a Participant, Beneficiary or alternate payee, or any expense of litigation concerning benefits payable from an Individual Account.

SECTION 5. LIMITATIONS ON CONTRIBUTIONS AND ALLOCATIONS

5.1 Limitation on Contributions and Annual Additions. The amount of annual additions which may be credited to a Participant's Individual Account during any calendar year shall in no event exceed the lesser of:

(a) Forty thousand dollars (\$40,000), adjusted in accordance with Section 415(d) of the Internal Revenue Code; or

(b) One hundred percent (100%) of the Participant's Compensation for the year.

The compensation limitation referred to in (b) shall not apply to any contribution for medical benefits (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an annual addition under Section 415(l)(1) or 419A(d)(2) of the Code. If the Employer contribution that would otherwise be contributed or allocated to the Participant's account would cause the annual additions for the limitation year to exceed the maximum permissible amount, the amount contributed or allocated shall be reduced so that the annual additions for the limitation year shall equal the maximum permissible amount. For these purposes, the maximum permissible amount is the maximum annual additions permitted on behalf of a Participant.

5.2 Definition of Annual Additions. The term "annual additions" shall mean the sum of the following amounts credited to a Participant's Account for the calendar year:

(a) Employer contributions;

- (b) Employee contributions;
- (c) Forfeitures; and
- (d) Excess elective deferrals, excess contributions, and excess aggregate contributions.

5.3 Aggregation of Limitations. If an Employer maintains another qualified defined contribution plan, as described in Section 414(i) of the Internal Revenue Code, for employees of the Employer, some or all of whom may be Participants in this Plan, then, to the extent required by law, any such Participant's annual additions in the other plan shall be aggregated with the Participant's annual additions derived from this Plan for purposes of determining the limitation described in subsection 5.1. However, for the purpose of combining and aggregating plans under Section 415 of the Code, the special rule for multiemployer plans described in Section 1.415-8(e) of the IRS Regulations shall apply.

5.4 Adjustment For Excessive Annual Additions. Allocation of "annual additions" (as defined in Section 5.2) to a Participant's Individual Account for a calendar year will generally cease once the limits of Section 5.1 have been reached for such calendar year. However, if as a result of the allocation of forfeitures, a reasonable error in estimating a Participant's annual Compensation, a reasonable error in determining the amount of elective deferrals (within the meaning of Internal Revenue Code Section 402(g)(3)) that may be made with respect to any Participant under the limits of Internal Revenue Code Section 415, or other facts and circumstances to which IRS Regulation § 1.415-6(b)(6) may apply, the annual additions for a particular Participant would cause the limitations of Section 5.1 applicable to that Participant for the calendar year to be exceeded, the excess amounts shall not be deemed annual additions in that calendar year if they are treated in accordance with any one of the following:

(a) Any voluntary after-tax contributions made pursuant to Section 4.6, plus any gains attributable to such contributions, to the extent they would reduce the excess amount, will be distributed to the Participant.

(b) If, after the application of subsection (a), an excess still exists, any pre-tax employee contributions made pursuant to Section 4.3, plus any gains attributable to such contributions, to the extent they would reduce the excess, will be distributed to the Participant.

(c) If, after the application of subsection (b), an excess still exists, such excess will be allocated and reallocated to other Participants. However, if such allocation causes the limitations of Internal Revenue Code Section 415 to be exceeded with the respect to each Participant for the calendar year, then these amounts must be held unallocated in a suspense account. If a suspense account is in existence at any time during a particular calendar year, other than the calendar year described in the preceding sentence, all amounts in the suspense account must be allocated and reallocated to Participants' Individual Accounts (subject to the limitations of Internal Revenue Code Section 415) before any employer contributions and employee contributions which would constitute annual additions may be made to the Plan for that calendar year.

SECTION 6. ENTITLEMENT TO BENEFITS

6.1 Amount to be Paid/Calculation of Individual Account.

(a) Upon the happening of any event calling for the payment of any benefit from the Plan, the amount to be paid from the Participant's Individual Account shall be determined as follows:

(1) Determine the Participant's Individual Account balance as of the last Valuation Date.

(2) Add to (1) above the amount of all Employer, Employee and Qualifying Rollover Contributions paid or payable to the Trust on behalf of the Participant since the preceding Valuation Date, and the investment earnings, and asset appreciation (or depreciation) during that period. The total, minus expenses, shall be the Employee's Individual Account payable to him or her.

(b) For purposes of determining the Individual Account balance, the happening of the event calling for a payment shall be deemed to be the month in which the pension application is received by the Plan or the effective date of retirement or withdrawal, whichever last occurs.

(c) Notwithstanding any other provision of this Plan, an Employee's right to his or her Normal Retirement benefit is nonforfeitable on attainment of his or her normal retirement age, as defined in section 411(a)(8) of the internal Revenue Code.

6.2 Payment of Pension--Conditions for Payment. Upon the filing of a timely and complete application, a Participant who terminates employment is entitled to benefits as follows:

(a) Early Retirement. Attainment of age 55 and cessation of Covered Employment for at least the calendar month immediately preceding the Annuity Starting Date.

(b) Normal Retirement. Attainment of age 60.

(c) Disability Retirement. A Participant who is determined by the Trustees to be totally and permanently disabled shall be eligible for retirement benefits provided that such disability has existed for at least three (3) months. The term "total and permanent disability" means a physical or mental condition of the Participant which has become fixed and which results from a bodily injury, disease or mental disorder which renders the Participant permanently incapable of performing work under the jurisdiction of a Collective Bargaining Agreement and which, on the basis of credible medical evidence, is expected to be permanent.

It shall be the responsibility of the Participant to submit proof of disability satisfactory to the Trustees, and the Trustees may require that the Participant be examined by a physician of his or her choice before awarding disability benefits under this Plan. The Trustees may consider a Social Security Disability Award as sufficient evidence of permanent disability,

provided the Trustees shall not be bound by the fact that Social Security has or has not made such an award.

(d) Termination of Employment. A Participant who has not engaged in any Covered Employment for at least six (6) consecutive months, and who does not qualify for Early, Normal or Disability Retirement under the provisions of this subsection, shall, upon application, be eligible for a termination benefit.

The amount of the termination benefit shall be equal to the amount which the Participant has in his or her Account or Accounts on the last day of the month prior to payment. If the Participant has returned to Covered Employment after the termination benefits have been paid, then no contributions made after the return to work shall be distributed at that time. In the event the Account or Accounts have not been adjusted for income gains or losses and Trust expenses on the date benefits are paid, the Participant may be entitled to additional benefits at the end of the Plan Year, taking investment gains and losses and expenses into account.

In the event a Participant terminates Covered Employment and does not apply for termination benefits when eligible, the Account or Accounts of the individual Participant shall continue to be maintained until such time as said Participant qualifies and applies for termination benefits, disability benefits, death benefits or retirement benefits, at which time the Trustees shall pay to the Participant, or his or her Beneficiary, the benefits in the amount and in the manner set forth in this Plan. If a Participant is married at the time application for termination benefits is made, the application is subject to the forms of benefits and written spousal consent requirements of Section 7.

6.3 Payment of Benefits. Unless the Participant otherwise elects, benefits payable under the Plan will begin not later than the sixtieth (60th) day after the latest of the close of the Plan Year in which:

- (a) The Participant attains age sixty (60); or
- (b) The Participant terminates his or her employment.

To be entitled to a benefit a Participant is required to file an application, as provided in subsection 9.1 herein.

A Participant upon retirement may elect in lieu of distribution, to retain his or her interest in the general assets of the Plan, in which event his or her account shall continue to share in the allocation of the net appreciation or depreciation of assets and net income or loss, as provided herein, until the Participant attains age 70½ or retires, as provided in subsection 7.6 below. Proceeds of the account shall be distributed to the Participant or Beneficiary upon application thereafter as provided herein.

A Participant who refuses to accept payment of benefits when he or she becomes entitled thereto shall be presumed to have elected to defer payments until age 70½, as provided in subsection 7.6 below.

SECTION 7. METHOD AND TIMING OF DISTRIBUTIONS

7.1 Payment Options. Once a Participant is entitled to benefits, benefits may be paid as follows:

(a) Joint and Survivor Annuity--Married Participants. The normal form of benefit for a married Participant is a Joint and 50% Survivor Annuity as described in subsection 7.2 below, except for pension balances of \$5,000 or less. A married Participant may also select a Joint and 100% Survivor Annuity.

(b) Life Annuity. The Life Annuity is the normal form of benefit for a non-married Participant and is an option for married Participants. A life annuity is a single annuity for the life of the Participant. The total benefit payable is limited to the Participant's Individual Account balance. Therefore, the annuity will terminate when the account is exhausted, which may occur if the Participant lives longer than the period provided in life expectancy tables. The annuity may be purchased from an insurance company or other entity.

(c) Contingent Beneficiary Annuity. An unmarried Participant may select a contingent beneficiary annuity providing reduced monthly payments for the joint lives of the Participant and the Participant's designated Beneficiary and then, after the death of the Participant, and if the designated Beneficiary survives, a monthly benefit for the life of the designated Beneficiary equal to 50 percent or 100 percent of the amount of the joint monthly benefit.

(d) Lump Sum Payment. Subject to the requirements of Sections 7.2, 7.3 and 7.7 below, a Participant may elect to have some or all of his Individual Account balance distributed to him in a lump sum. A lump sum distribution of less than the total balance in a Participant's Individual Account is referred to as a partial lump sum distribution. The minimum amount that may be paid in the form of a partial lump sum distribution is the lesser of (1) \$5,000, or (2) the minimum amount required to be distributed under Section 401(a)(9) of the Internal Revenue Code, and no more than one partial lump sum distribution may be made to any Participant in any calendar year.

(e) Mandatory Lump Sum Payment. Notwithstanding any provision herein to the contrary, if a Participant or Beneficiary's Individual Account balance is \$5,000 or less (and has never exceeded \$5,000), such amount shall be distributed in a lump sum. Pursuant to applicable law, no spousal consent is required for such a distribution.

7.2 Qualified Joint and Survivor Annuity.

(a) Definition. A married Participant entitled to benefits under the Plan will receive his or her benefit in the form of a Joint and 50% Survivor Annuity ("Joint Pension"), unless waived by the Participant and spouse as provided in Section 7.3 below. The Joint Pension is a pension for the life of the Participant, and upon his or her death, the surviving lawful spouse shall be entitled to an actuarially reduced lifetime benefit equal to fifty percent (50%) of the benefit that the Participant had been receiving, commencing on the first day of the month following the date of the Participant's death.

Because a Joint and Survivor Annuity provides pension benefits for the lives of two persons, there is a reduction in the monthly pension benefit that would otherwise be payable during the Participant's life only. This reduction is based on the Participant's age and the age of his or her spouse at the date of the Participant's retirement at rates then in effect. Such an annuity may be purchased from an insurance company or other entity. A Participant, with spousal consent, may also elect a Joint and 100% Survivor Annuity.

(b) Notice Requirement. The Trust's administrative agent shall within a reasonable period prior to the Annuity Starting Date provide each Participant with a written explanation of: (1) the terms and conditions of the Joint and Survivor Annuity; (2) the Participant's right to make and the effect of an election to waive the Joint and Survivor Annuity form of benefit; (3) the rights of the Participant's spouse; and (4) the right to make, and the effect of, a revocation of a previous election to waive the Joint and Survivor Annuity. The written explanation required by this Section must be provided no more than ninety (90) days and no less than thirty (30) days before the Annuity Starting Date, unless the Participant and his or her spouse, if any, elect in writing to waive the thirty-day minimum waiting period. If the thirty-day waiting period is waived, at least eight (8) days must still elapse between the date the explanation is provided and the Annuity Starting Date.

(c) Information Request. To process an application for a Pension, the administrative office may require a Social Security number for the spouse and any Beneficiary, acceptable proof of marriage, proof of the dates of birth of the Participant and spouse, together with the completed retirement application form. Proof of the dates of birth should be evidenced by a birth certificate unless the Participant or the spouse establish such is not available and submit alternative proof that the administrative office deems acceptable.

7.3 Spousal Consent to Waive Joint Pension. A married Participant may not elect any form of benefit other than a Joint and Survivor Annuity without the written consent of his or her spouse on a spousal consent form provided by the Plan. This applies to all benefit options in Section 7.1 except for distributions of balances of \$5,000 or less. An election by a married Participant to waive such annuity is effective only if the Participant's lawful 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. The Plan shall provide a Participant and his or her lawful spouse with a written explanation of the terms and conditions of the Joint and Survivor Annuity and other information required by ERISA.

The Participant may revoke an election not to select a Joint and Survivor Annuity at any time and any number of times during the ninety (90) day period before the Participant's Annuity Starting Date.

Notwithstanding this consent requirement, a Participant may establish to the satisfaction of the Plan that the consent of a lawful spouse may not be obtained because there is no lawful spouse or such spouse cannot be located despite reasonable efforts to do so. Upon such determination, a waiver by the Participant shall be deemed a qualified election. The Board shall have total discretion in making such determinations.

7.4 Spouse. A "spouse" is the spouse or surviving spouse of the Participant as follows:

(a) For the avoidance of doubt, from and after June 26, 2013, a Spouse may be of either the same or opposite gender to the Participant. A Participant's surviving spouse is determined as of the date benefit payments commence; and

(b) A former spouse will be treated as the spouse or surviving spouse to the extent provided under the Qualified Domestic Relations Order as described in Section 414(p) of the Internal Revenue Code.

7.5 Preretirement Death Benefits. If a married Participant dies prior to his or her Annuity Starting Date, a Preretirement Survivor Annuity will be paid to the Participant's surviving spouse unless the spouse elects to waive the Preretirement Survivor Annuity in favor of a lump sum payment or payments, as described in Section 7.1(d) above. The Preretirement Survivor Annuity provided by this Section shall be the Life Annuity payable for the life of the surviving spouse that can be provided by the Participant's Individual Account Balance. The Plan may purchase an annuity from an insurance company or other entity.

If an unmarried Participant dies prior to his or her Annuity Starting Date and is survived by a single Beneficiary, the Beneficiary may elect a Preretirement Survivor Annuity or a lump sum payment or payment, as described in Section 7.1(d). If an unmarried Participant who dies prior to his or her Annuity Starting Date is survived by more than one Beneficiary, such Beneficiaries may only elect the lump sum form of payment.

7.6 Required Beginning Date. Notwithstanding any provision herein to the contrary, distributions under the Plan must commence no later than April 1 following the year the Participant (or Beneficiary) attains age 70½ or retires.

7.7 Internal Revenue Code Death Distribution Rules.

(a) Death of Participant before Distributions Begin. If a Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, distributions to the surviving spouse will begin by 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 ½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- (4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions begin, this subsection 7.7(a), other than paragraph 7.7(a)(1), will apply as if the surviving spouse were the Participant.

For purposes of this subsection, unless paragraph 7.7(a)(4) applies, distributions are considered to begin on the Participant's required beginning date. If paragraph 7.7(a)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under paragraph 7.7(a)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph 7.7(a)(1), the date distributions are considered to begin is the date distributions actually commence.

(b) Forms of Distribution. 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 will be made in accordance with subsections 7.7(c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Internal Revenue Code and the regulations thereunder.

(c) Required Minimum Distributions During Participant's Lifetime.

(1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of: (i) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Life Table set forth in IRS regulation section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or (ii) if the participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in IRS regulation section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distributions calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum contributions will be determined under this subsection 6.7(c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death.

(1) Death On or After Date Distributions Begin.

- (i) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there

is a designated Beneficiary, 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 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 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 designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no 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.

(2) Death Before Date Distributions Begin.

- (i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, 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 Participant's designated Beneficiary, determined as provided in paragraph 6.7(d)(1).
- (ii) 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.
- (iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under paragraph 6.7(a)(1), this subparagraph will apply as if the surviving spouse were the Participant.

(e) Definitions. For purposes of this Section, the following definitions apply:

(1) **Designated Beneficiary.** The individual who is designated as the Participant's Beneficiary under Section 6.8 of this Plan and is the designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and IRS regulation section 1.401(a)(9)-1, Q&A-4.

(2) **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 under subsection 6.7(a). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year. A Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code §

401(a)(9)(H) ("Extended 2009 RMDs"), will receive those distributions for 2009 unless the Participant or Beneficiary elects not to receive such distributions.

(3) **Life expectancy.** Life expectancy as computed by use of the Single Life Table in IRS regulation section 1.401(a)(9)-9.

(4) **Participant's account balance.** The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amount rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(5) **Required beginning date.** The date specified in Section 7.6 of this Plan.

7.8 Beneficiaries. A Participant may designate a Beneficiary to receive any amount payable upon the Participant's death, subject to the following rules:

(a) Rules Applying to All Designations.

(1) Each Participant, upon request by the Plan, shall specify the name and Social Security number of his or her spouse, if any, and may designate a Beneficiary in a form and manner satisfactory to the Plan.

(2) For a married Participant the designation of a Beneficiary other than the Participant's spouse shall require the spouse's consent as provided in subsection 7.3. If a married Participant subsequently desires to revoke a Beneficiary designation and choose a different non-spouse Beneficiary, the Participant's spouse must consent to such revocation and alternative Beneficiary selection.

(3) If a Participant has not filed a written designation of Beneficiary or if the designated Beneficiary dies before the Participant, and the Participant has not named someone else to receive that person's share, the death benefit will be paid to the first of the following classes of successive preference Beneficiaries in which a member survives the Participant:

- (A) spouse;
- (B) children, if any, natural or adopted;
- (C) father and/or mother, if either living; or
- (D) sisters and/or brothers, if any, living.

In determining such person or persons, the Trustees may rely upon a declaration by a member of any of the classes of preference Beneficiaries. Payment based upon such declaration shall be full acquittance of any benefit payable under the Plan unless, before the payment is made, the Plan has received written notice of a valid claim by some other person. If two or more persons become entitled to benefits as preference Beneficiaries, they shall share equally. If no preference Beneficiaries survive the Participant, then no death benefit shall be payable.

(b) Early Payment to Alternate Payee. The Plan may make a lump sum distribution to an alternate payee who is a former spouse, prior to the Participant's earliest distribution date, of the benefits awarded to the former spouse in a Qualified Domestic Relations Order, provided the Order has been delivered to the Plan, together with a notice of entry of judgment of dissolution of the marriage.

(c) Subsequent Marriage. If a Participant becomes married after naming a Beneficiary, that prior Beneficiary designation is revoked.

(d) Dissolution of Marriage. Any designation of a spouse as Beneficiary of death benefits is revoked on entry of a final decree of dissolution of marriage. A Participant may, however, designate an ex-spouse as Beneficiary by filing a designation of Beneficiary form subsequent to the entry of a final decree of dissolution.

7.9 Eligible Rollover Distributions.

(a) This Section applies only after a Participant or Beneficiary is entitled to receive benefits under the Plan. Notwithstanding any provision herein to the contrary that would otherwise limit an election under this Section, a Participant or Beneficiary 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 (i.e., Participant or Beneficiary) in a direct rollover.

(b) Definitions.

(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 Section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income. A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Internal revenue Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for the portion of such distribution which is not so includible.

(2) 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, a Roth IRA described in Section 408A(b) of the Code, an annuity plan described in Section 403(a) of the Code, a qualified trust described in Section 401(a) of the Code, an annuity contract described in Section 403(b) of the Code or an eligible plan under Section 457(b) of the Code that accepts the distributee's eligible rollover distribution.

(3) Distributee: A distributee includes a Participant, the surviving spouse of a Participant and a former spouse of a Participant who is the alternate payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code. Effective May 1, 2008, the term "distributee" also includes a Participant's non-spouse Beneficiary provided, however, that any eligible rollover distribution made to a Participant's non-spouse beneficiary shall comply with the special rules relating to such distributions set forth in IRS Notice 2007-7.

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

7.10 Lost Participants and Beneficiaries. If any benefits payable to a Participant, spouse, alternate payee, or Beneficiary remain unclaimed for five (5) years after notification or attempted notification, the Trustees may, in their sole discretion, determine that all reasonable actions have been taken, and apply such benefits to the expenses of the Plan.

7.11 Release of Trust. Payments to any Participant or Beneficiary in accordance with this Plan and in satisfaction of his or her rights hereunder shall constitute a release and discharge of all further claims against the Trust, and Board of Trustees, the Union, the Association and the Employers.

If a person entitled to receive payments is a minor or incompetent, whether or not actually so adjudicated, the Board may direct that such payments be made for the benefit of such minor or incompetent to whomsoever may be acting as his or her parent or legal or natural guardian or any other person the Trustees deem appropriate to receive such funds. Receipt by the person to whom such payment is made shall be a complete discharge to the Trust, the Board, and any persons involved in the decision to make such a distribution.

7.12 Right to Combine Small Monthly Payments. If any payment on any monthly basis is to be less than \$20.00 per month, the Trustees may, in their sole and absolute discretion, combine such monthly payments into one quarterly, semi-annual or annual payment.

7.13 Advance Distribution for Hardship.

(a) The Trustees, at the election of the Participant, shall distribute to the Participant in any Plan Year up to the lesser of the Maximum Distributable Amount, as defined in paragraph 7.13(c), below or the amount necessary to satisfy the immediate and heavy financial need of the Participant. Any distribution made pursuant to this Section shall be deemed to be made as of the first day of the Plan Year or, if later, the Valuation Date immediately preceding the date of distribution, and the Participant's Individual Account shall

be reduced accordingly. Withdrawal under this Section shall be authorized only if and to the extent the distribution is on account of:

(1) Expenses for medical care described in Section 213(d) of the Internal Revenue Code previously incurred by the Participant, his spouse or any of his dependents or necessary for those persons to obtain medical care;

(2) The costs directly related to the purchase of a principal residence for the Participant, excluding mortgage payments;

(3) Funeral expenses for a member of the Participant's family;

(4) Payment of tuition and related educational fees for the next twelve (12) months of post-secondary education for the Participant, his spouse, children or dependents;

(5) Payments necessary to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence; or

(6) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code, determined without regard to whether the loss exceeds 10% of the Participant's adjusted gross income.

(b) For purposes of this subsection, the terms "dependent" and "family" include an individual with whom a Participant has entered into a same-sex domestic partnership or civil union as evidenced by a certificate of state-registered partnership, an affidavit or declaration of domestic partnership or other legally recognized documentation of the relationship.

(c) The "Maximum Distributable Amount" is equal to the total elective contributions made pursuant to Section 4.3 of this Plan reduced by the amount of any elective contributions previously distributed.

(d) No distribution shall be made pursuant to this Section unless the Trustees determine, based on the Participant's representation and such other facts are known to the Trustees, that all of the following conditions are satisfied:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant. The amount of the immediate and heavy need may include any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution; and

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by the Participant's Employer; and

(e) No distribution shall be made pursuant to this Section unless the Trustees determine, based upon all relevant facts and circumstances, that the amount to be distributed is not in excess of the amount required to relieve the financial need and that such need cannot be satisfied from other resources reasonably available to the Participant. For this purpose, the Participant's resources shall be deemed to include those assets of his spouse and minor children that are reasonably available to the Participant. A distribution may be treated as necessary to satisfy a financial need if the Trustees reasonably rely on the Participant's representation that the need cannot be relieved:

- (1) Through reimbursement or compensation by insurance or otherwise;
- (2) By reasonable liquidation of the Participant's assets, to the extent such liquidation would not itself increase the amount of the need;
- (3) By cessation of elective deferrals under the Plan; or
- (4) By other distributions or loans from the Plan or any other qualified retirement plan, or by borrowing from commercial sources on reasonable commercial terms, to the extent such amounts would not themselves increase the amount of the need.

(f) Any distribution made pursuant to this Section shall be made in a manner which is consistent with and satisfies the provision of Sections 6.1 through 6.4 above, including, but not limited to, all notice and consent requirements of Sections 417 and 411(a)(11) of the Internal Revenue Code and the regulations thereunder.

SECTION 8. QUALIFIED ROLLOVER CONTRIBUTIONS

8.1 Receipt of Distributions from Other Retirement Plans. A Participant who receives a lump sum distribution of his or her entire interest in another eligible retirement plan may elect to transfer the amount distributed from such other plan to this Plan if the following requirements are met:

- (a) All amounts distributed from the other plan, less any nondeductible employee contributions, must be transferred to this Plan within sixty (60) days of the Employee's receipt thereof; and
- (b) The distribution from the other plan must have been made in cash, and the transfer to this Plan must also be made in cash.

A Participant who is eligible to receive an "eligible rollover distribution" from another tax qualified retirement plan may elect to have the amount distributed from such other plan paid directly to this Plan and allocated to his or her Individual Account.

For purposes of this subsection, the term "eligible retirement plan" means a qualified trust described in Section 401(a) of the Internal Revenue Code, an annuity plan described in Section 403(a) of the Code, an annuity contract described in Section 403(b) of the Code or an eligible plan under Section 457(b) of the Code which is maintained by a state, a political subdivision of

a state, or any agency or instrumentality of a state or political subdivision of a state, and the term "eligible rollover distribution" means a distribution defined in paragraph 7.9(b)(1), above.

8.2 Treatment of Qualifying Rollover Contributions. Qualifying Rollover Contributions shall be allocated to the Participant's Individual Account and shall be considered part of the pension or death benefit payable on the Participant's retirement, termination of employment or death. Distributions of Qualifying Rollover Contributions shall be made in the same form and subject to the same limitations and restrictions as any other benefits payable under this Plan.

SECTION 9. GENERAL PROVISIONS

9.1 Application for Benefits. An application for benefits must be made in writing in a form and manner prescribed by the Trustees at least sixty (60) days prior to the date payment of the Participant's benefit is to be made in accordance with Section 7.

9.2 Proof to be Furnished. Every Employee, Participant, annuitant or Beneficiary shall furnish, at the request of the Trustees or their administrative agent, any information or proof reasonably required for the administration of the Plan or for the determination of any matter that the Trustees may be considering. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial, delay or suspension of benefits to such person.

9.3 False Statements. The falsification of any statement pertaining to a pension application or the furnishing of fraudulent information or proof shall be sufficient reason for the denial, suspension or discontinuance of benefits under this Plan.

Any Participant or other person who makes a false statement or provides false information to the Plan regarding the payment of benefits or other issues related to the Plan will be liable to the Plan for any benefits paid as a result of such false statements or information, and any attorney fees and costs incurred in effecting recovery or which were incurred as a result of the false statement or information. The Plan may deduct any such fees and costs from any benefits otherwise payable to the Participant or other person or entity.

9.4 Payment to Disabled/Incompetent Persons. If it is determined to the satisfaction of the Trustees that a Participant or Beneficiary is unable to care for his or her affairs because of mental or physical incapacity, any payment due may be applied, in the discretion of the Trustees, to the maintenance and support of such Participant or Beneficiary or to such person as the Plan determines is the appropriate person to be responsible for handling such Participant's or Beneficiary's affairs, unless prior to such payment, claim shall have been made for such payment by a legally appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Participant or Beneficiary. Any such payment shall completely discharge the Trustees' liability with respect to such payment.

9.5 Prohibition of Assignment of Plan Benefits. No Participant, Beneficiary or other person entitled to benefits shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his or her legal or beneficial interest, or any interest in assets of the Trust or benefits of this Plan, except that any Employee

may with the approval of the Board of Trustees direct that benefits due him or her be paid to another for care and services rendered.

Neither the Trust nor any of the assets thereof, shall be liable for the debts of any Participant or Beneficiary entitled to any benefits under this Plan, nor be subject to attachment or execution or process in any court or action or proceeding.

The Board shall, however, comply with a Qualified Domestic Relations Order as defined in subsection 2.16. Because claims against the Plan arising from a Participant's marital dissolution, support obligations or community property interests will otherwise unjustly create a drain on other Participants' interests in the Plan's assets, the Plan may assess against a Participant's interest in the Fund for any or all reasonable attorneys' fees and costs incurred by the Plan as a result of any claims against the Plan, whether as a party to litigation, an alleged garnishee, or otherwise, arising from said Participant's marital dissolution, support obligations or community property interests. The Trustees may establish a standard administrative fee for processing such orders. Such fee shall be divided equally between the Participant and an alternate payee, unless provided otherwise in the order or agreed to by the parties.

9.6 Non-Guarantee of Employment. Nothing contained in this Plan shall be construed as a contract of employment between an Employer and any Employee, or as a right of any Employee to be continued in the employment of an Employer.

9.7 Titles and Use of Words. The titles of the various articles and sections of this Plan are inserted solely for the convenience of reference and are not a part of, nor shall they be used to construe, any term or provision hereof. Whenever appropriate, words used herein the singular may include the plural, or the plural may be read as the singular, and the masculine may include the feminine.

9.8 Savings Clause/Illegality. If any provision of the Plan is held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions of the Plan.

9.9 Governing Law. This Plan and the Trust shall be construed, administered and governed under ERISA and applicable federal law. The laws of the State of Washington shall be applied only when applicable. If any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with this Plan being a qualified employee's pension plan within the meaning of the Internal Revenue Code.

9.10 Limitations on Trustee Liability. Nothing in this Plan shall be construed to prevent any Trustee from receiving any benefit to which he or she may be entitled as a Participant or Beneficiary in this Plan, so long as the benefit is computed and paid on a basis which is consistent with the terms of this Plan as applied to all other Participants and Beneficiaries. Nor shall this Plan be interpreted to prevent any Trustee from receiving reimbursements of expenses properly and actually incurred in the performance of his or her duties with respect to the Plan.

9.11 Reciprocity Agreements. The Trustees are authorized to enter into reciprocity agreements with other qualified employee benefit plans for the purpose of protecting and securing pension benefits earned by Participants of this Plan while working in employment

covered by other employee benefit plans. The form and content of any such reciprocity agreement shall be within the discretion of the Trustees.

9.12 No Reversion to Employers. The contributions and all funds of the Plan are to be administered, maintained, invested and handled for the sole and exclusive benefit of the Participants and their Beneficiaries. Other than any lawful refund of mistaken contribution to an Employer, there shall be no reversion of any Plan assets to a contributing Employer.

9.13 Credit for Military Service. Notwithstanding any other provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) and Section 401(a)(37) of the Internal Revenue Code.

SECTION 10. RIGHT OF APPEAL AND DETERMINATION OF DISPUTES

10.1 Trustees to Resolve Benefit Disputes. No Participant, Employee, pensioner, Beneficiary or other person shall have any right or claim to benefits under the Pension Plan, or any right or claim to payments from the Trust, other than as specified herein. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Fund shall be resolved by the Trustees under and pursuant to this Plan, and their decision on the dispute, right or claim, shall be final and binding upon all parties thereto. The Trustees shall establish a claims and appeal procedure that complies with ERISA. Pursuant to subsection 1.3, herein, the Board of Trustees shall have full discretionary authority to decide claims and appeals, including making factual findings.

10.2 Denial of Benefit. Any person whose application for benefits has been denied in whole or in part, or whose claim for benefits or against the Trust Fund is otherwise denied, shall be notified in writing of such denial within ninety (90) days after receipt of such application or claim. An extension of time not exceeding ninety (90) days may be required by special circumstances.

10.3 Right to Appeal. Any person whose claim for benefits has been denied, may petition the Trustees for a review of the denial pursuant to Article X of the Trust Agreement. A petition for review (also known as an "appeal") shall be in writing, state the reason or reasons for disputing the denial, be accompanied by any pertinent document on material not already furnished to the Trust Fund, and be filed by the petitioner or his or her duly authorized representative with the Plan within sixty (60) days after the petitioner received notice of the denial.

SECTION 11. AMENDMENT AND TERMINATION

11.1 Trustees' Power to Amend Plan. The Board of Trustees may amend or modify the Plan at any time in accordance with the Trust Agreement, except that no amendment or modification may reduce any benefits which have been approved for payment prior to amendment, so long as funds are available for payment of such benefits. Any amendment shall comply with ERISA and applicable federal law.

11.2 Participants' Rights Upon Plan Merger. In the event of any merger or consolidation with, or transfer of assets or liabilities to any other plan, the amount of benefit which a Participant would receive upon a termination of the Plan immediately after such merger, consolidation, or transfer, shall be nonforfeitable and shall be no less than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had been terminated.

11.3 Termination. In the event of a termination or partial termination of this Plan, the rights of all affected Participants to benefits accrued to the date of termination or partial termination, to the extent funded as of such date, shall be nonforfeitable.

11.4 Distribution of Assets on Plan Termination. In the event of termination of the Plan, the assets then remaining, after providing for the expenses of the Plan and for the payment of any benefits theretofore approved, shall be distributed among the Participants in the manner determined prudent by the Trustees and consistent with ERISA.

If a Participant cannot be located and no claim is made for payment of his or her Individual Account within one (1) year following the sending of notice by certified or registered mail to the Participant's last known address, or such shorter period as may be required by applicable law or regulations, the Trustees may, in their discretion and to the extent permitted by law, establish a reserve fund consisting of the Individual Account of Participants who cannot be located.

SECTION 12. NON-BARGAINING UNIT EMPLOYEE REQUIREMENTS

12.1 Top-Heavy Participation and Coverage Requirements. The continued participation in the Plan of Employees who are not covered by a collective bargaining agreement (non-bargaining unit Employees) is subject to compliance with the Top-Heavy requirements of Internal Revenue Code Section 416. To the extent required by applicable law, such provisions of the Code are incorporated herein by this reference.

The Plan shall meet the following supplemental conditions and limitations:

(a) The non-bargaining unit Employees of each Employer on whose behalf the Employer contributes to the Trust Fund must comprise a group that meets the Internal Revenue Code's minimum coverage and participation requirements for qualified pension plans and not favor Highly Compensated Employees, as in effect from time to time.

(b) Each Employer which has or had any non-bargaining unit Employees participating in the Plan must cooperate with any rules and procedures adopted by the Trustees calling for Employers to provide compliance reports and certifications, and with such random compliance audits as the Trustees may deem necessary to ensure compliance with the minimum participation and coverage requirements.

(c) To the extent required by law, a non-bargaining unit Highly Compensated Employee (as defined in Section 414(q) of the Internal Revenue Code and the regulations thereunder) will not accrue a benefit for a Plan Year unless his or her Employer contributes on

behalf of sufficient non-bargaining unit Employees to meet the requirements of Sections 401(a)(4), 401(a)(26) and 410(b) of the Internal Revenue Code and the regulations thereunder.

12.2 Highly Compensated Employee. The term "Highly Compensated Employee" means an Employee who, during the Plan Year in question or the immediately preceding Plan Year:

(a) Was at any time a five percent (5%) owner;


(b) Received Compensation from the Employer in excess of \$80,000 and was in the top-paid group of employees (i.e., the group consisting of the top twenty percent (20%) of the Employers' employees when ranked on the basis of compensation received from the Employer during the year).

The \$80,000 limitation of paragraph 12.2(b) shall be subject to adjustment by the Commissioner of Internal Revenue, as described in Section 414(q)(1) of the Code.

Adopted at a Trust meeting on held on the 12th day of December, 2014.



Chairman



Secretary