

**NORTHWEST SHEET METAL WORKERS  
SUPPLEMENTAL PENSION PLAN**

**As Amended and Restated Effective January 1, 2015**

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**NORTHWEST SHEET METAL WORKERS  
SUPPLEMENTAL PENSION PLAN**

**RECITALS**

WHEREAS, the Board of Trustees of the Northwest Sheet Metal Workers Supplemental Pension Trust did establish a supplemental pension plan as of January 1, 1996; and

WHEREAS, the Plan has been amended from time to time and the Trustees now desire to restate the Plan to incorporate the amendments made to date;

THEREFORE, the Trustees do adopt the Revised and Restated Plan as set forth below:

**PLAN**

**SECTION 1. ESTABLISHMENT OF THE PLAN**

**1.1 Establishment of the Plan.** The Board of Trustees of the Northwest Sheet Metal Workers Supplemental Pension Trust established the Northwest Sheet Metal Workers Supplemental Pension Plan, effective as of January 1, 1996. For purposes of the Internal Revenue Code, this Plan shall be considered 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** within the meaning of Code Section 415(c)(3) and for purposes of this Plan 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 the Employer, or any other amounts that received special tax benefits, or amounts for reimbursement of ordinary business expenses such as automobile allowances and travel and entertainment expenses.

For this purpose, Compensation shall also include any amounts paid to the employee following severance from employment, provided that such amounts are paid within 2 1/2 months following a severance from employment.

The annual Compensation of each Employee taken into account under the foregoing provision shall not exceed \$200,000, as adjusted in accordance with Internal Revenue Code § 401(a)(17).

**2.5 Employee** means any employee, or former employee, for whose benefits 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 Northwest Sheet Metal Workers 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 sole proprietors or partners.

**2.6 Employer** means any “participating employer” as defined by the Trust Agreement.

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

**2.8 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.

**2.9 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.

**2.10 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.”

**2.11 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.

**2.12 Normal Retirement Date** is defined in Section 4.2.

**2.13 Participant** means any individual employed by a participating Employer who is covered by a collective bargaining agreement, or special agreement, and for whom the Employer makes or is required to make contributions to the Plan, and any individual who may have been so employed but is subsequently laid off, terminated or retired.

**2.14 Sheet Metal Industry** shall include all work, public or private, covered or if not actually covered, of the type covered by a Collective Bargaining Agreement of a participating Union, as well as any other kind of work performed for any business engaged in the Sheet

Metal Industry, whether performed as an employee, supervisor, sole proprietor, member of an unincorporated firm, officer or a corporation, or any other capacity.

**2.15 Plan** means the rules and regulations set forth herein known as the Northwest Sheet Metal Workers Supplemental Pension Plan, as it may be amended from time to time.

**2.16 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.

**2.17 Qualified Rollover Contribution** means an amount transferred to this Plan from another tax qualified retirement plan which meets the requirements of Section 7.

**2.18 Trust Agreement** means the Agreement and Declaration of Trust entered into as of January 1, 1996, establishing the Northwest Sheet Metal Workers Supplemental Pension Trust, and any amendments, extensions, or successor thereof.

**2.19 Union** means a Labor Organization identified in Article V, Section 1 of the Trust Agreement, 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, and the Trustees have approved accepting contributions on behalf of such Employees.

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

### **SECTION 3. CONTRIBUTIONS AND INDIVIDUAL ACCOUNTS**

**3.1 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 and calendar year for which the contributions are made. For purposes of this Section, the term "aggregate compensation" shall not include any elective deferrals paid pursuant to Section 3.3, below.

**3.2 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 Section 3.1, 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.

**3.3 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 and calendar years 2004 through 2006 are:

2004:	\$13,000
2005:	\$14,000
2006:	\$15,000

For plan and calendar years after 2006, 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 as follows:

(a) Any Participant may elect to defer up to \$8.00 per hour from the Compensation he would otherwise be entitled to receive from the Employer. A Participant who is eligible to make "catch up" contributions as provided in the last paragraph of this subsection may elect to defer up to \$10.00 per hour. The election must be made on a form prescribed by the Trustees and delivered to their administrative agent before the contributions are made.

(b) Deferral elections may be made by Participants at the times and in the manner prescribed by the Trustees. A Participant may terminate a deferral election at any time by giving at least thirty (30) days advance written notice to his or her Employer and the Trust.

In addition to the "dollar amounts" specified in the first paragraph of this subsection, a Participant who is 50 years old or older in a particular plan and calendar year may make "catch up" contributions as permitted under Section 414(v) of the Internal Revenue Code.

Notwithstanding any other provision of this Plan, "catch up" contributions made pursuant to this paragraph shall not be taken to account in determining the Participant's "actual deferral percentage" for all "under subsection 3.4. "Catch up" contributions shall be made and accounted for in the manner determined by the Trustees.

#### **3.4 Limitations on Deferral Elections.**

(a) The amount deferred under the Participant's election to defer described in Section 3.3 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 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 Section 11.2, below.

(3) "Other Eligible Participant" means any Participant who is not a "highly compensated Participant."

(c) For the purposes of this Section and Section 3.5 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 Section 3.3 above.

(d) For the purposes of this Section, 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 Section, 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.

**3.5 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."

**3.6 Limitation on Employer Contributions.** No money purchase, discretionary or matching Employer contributions shall be permitted to be made to the Trust on behalf of any Participant who is not covered by a Collective Bargaining Agreement. 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.

**3.7 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.

**3.8 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.

**3.9 Investment of Individual Accounts.**

(a) Participant Options. Subject to the provisions of Section 3.8, above, all amounts contributed to a Participant's Individual Account shall be invested 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 election initially with thirty (30) days' advance notice on a form provided by the Trustees. Such initial election will be effective on the first allocation date following the Trustees' receipt from the Participant of written notice of such election. Thereafter, a Participant may make a change in his election at least once each year, as of March 1 of that year, and on such additional election dates as may be approved by the Trustees from year to year. Such on-going changes of election shall require completion by the Participant and receipt by the Trustees of a "Change of Investment Option" form provided by the Trust's administrative agent by the fifteenth of the month immediately preceding the month in which the change of election is to be effective. For example, in order to change a previous

election as of March 1 of a particular year, the "Change of Investment Option" form must be completed and received by the Trust's administrative agent by February 15th of the preceding year.

In the event a Participant does not make an initial election of investment direction, such Participant's Individual Account shall be invested in the Vanguard Wellesley Income Fund until such time as the Participant makes an initial election.

(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.

**3.10 Reports of Status of Individual Accounts.** The Plan shall provide Participants with quarterly 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 quarterly.

**3.11 Vesting.** A Participant's right, title and interest in his or her Individual Account shall be 100% vested.

**3.12 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.

**3.13 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 4. LIMITATIONS ON CONTRIBUTIONS AND ALLOCATIONS**

**4.1 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. In the event the annual addition allocated to any Participant shall exceed the allowable limits, the excess will be treated as follows:

- (a) The amount of such excess attributable to Employee contributions shall be returned to the Employee as soon as administratively feasible.
- (b) The amount of such excess consisting of Employer contributions and forfeitures shall be allocated and reallocated to the Individual Accounts of other Participants in accordance with the Plan formula for allocating forfeitures to the extent that such allocations do not cause the total annual additions allocated to any such other Participant for such year to exceed the lesser of the maximum permissible amount set forth above or any other limitation provided in the Plan.
- (c) To the extent the excess cannot be allocated to other Participants without the above limitations being exceeded, such excess shall be allocated to a suspense account and held therein until the next succeeding date on which forfeitures may be applied under this Plan.
- (d) Notwithstanding any other provisions of this Plan, the Plan will not permit an Employer to contribute an amount that would cause an allocation to the suspense account as of the date the contribution is allocated, nor will any investment earnings or losses be allocated to the suspense account.

**4.2 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.

**4.3 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 Section 4.1. 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.

## **SECTION 5. ENTITLEMENT TO BENEFITS**

### **5.1 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.

**5.2 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 Date. Attainment of age 55 and the Participant files a written certification that he or she is retiring and does not intend to work in the Sheet Metal Industry.

(b) Normal Retirement Date. Attainment of age 65.

(c) Permanent Disability. Upon application if the Trustees, within their sole discretion, determine that the Employee has become disabled, as defined in the Northwest Sheet Metal Workers Pension Plan (i.e., the defined benefit plan), even if the Employee has not attained the age or service requirements of that Plan for Disability Retirement.

(d) Termination of Employment. The lapse of six (6) months since the Employee's last hour of employment in the Sheet Metal Industry.

**5.3 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-five (65) or the normal retirement age specified herein;

(b) Occurs the fifth (5th) anniversary of the year in which the Participant commenced participation in the Plan; or

(c) The Participant terminates his or her employment.

To be entitled to a benefit a Participant is required to file an application, as provided in Section 5.2 herein.

An Employee 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 as provided in Section 6.6 below. Proceeds of the account shall be distributed to the Employee 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 Section 6.6 below.

Notwithstanding any other provision of this Plan, if a Participant's Individual Account balance is less than \$1,000 as of December 31 of any year and no contributions have been made on the Participant's behalf at any time during that year, the Participant's account balance shall be distributed to him or her in a lump sum as soon as administratively feasible.

## **SECTION 6. METHOD AND TIMING OF DISTRIBUTIONS**

**6.1 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 Section 6.2 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. The annuity may be purchased from an insurance company or other entity.

(c) Lump Sum Payment. Subject to the requirements of Sections 6.2 and 6.3 below, a Participant may elect to have his Individual Account balance distributed to him in a lump sum.

(d) Partial Distribution. Subject to the requirements of Section 6.2 and 6.3 below, a Participant may elect to have a portion of his Individual Account balance distributed to him in a lump sum or in a series of fixed monthly payments.

(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.

### **6.2 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 6.3 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 (so as to allow the Participant ninety (90) days in which to make or revoke an election) 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.

To comply with ERISA's ninety-day election, waiver and revocation rule as set forth herein above, the Plan may delay paying a pension benefit to a married Participant until ninety (90) days has expired from the date an application for a pension has been filed with the Plan.

(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.

**6.3 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 6.1 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-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.

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

(a) Effective June 26, 2013, "spouse" means an individual legally married to a Participant as determined under Federal tax laws applicable to Internal Revenue Code §401(a) tax-qualified pension plans.; 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.

**6.5 Preretirement Death Benefits.** When 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. The Preretirement Survivor Annuity will be an annuity for the spouse's lifetime which is actuarially equivalent to the balance in the Participant's Individual Account, and will commence within a reasonable time after the Participant's death. The Plan may purchase an annuity from an insurance company or other entity.

Upon a married Participant's death, the Participant's surviving lawful spouse may waive the Preretirement Survivor Annuity and, like a Beneficiary of an unmarried Participant, select a lump sum distribution or other benefit option in the Plan, subject to Section 6.7 below and applicable Internal Revenue Code requirements.

**6.6 Required Beginning Date.** Notwithstanding any other provision herein to the contrary, distributions under the Plan must commence no later than April 1 following the year the Participant attains age 70½, regardless of whether the Participant has retired or terminated his or her employment; provided, however, that this Section shall not apply to any distribution that would otherwise be required for calendar year 2009.

**6.7 Internal Revenue Code Death Distribution Rules.**

**(a) General Rule**

As required under Code Section 401(a)(9), benefit payments shall commence no later than the applicable Required Beginning Date.

In addition, the amount distributed annually shall exceed the Minimum Required Distribution amount calculated under Treas. Reg. § 1.401(a)(9)-5, the provisions of which are summarized below.

**(b) Applicable Definitions under Code Section 401(a)(9)**

For purposes of this Article, the following definitions shall apply:

**(1) Designated Beneficiary.** The "Designated Beneficiary" for purposes of this Article is the individual who is designated as the Beneficiary under the Plan and is treated as the "designated beneficiary" under Code Section 401(a)(9) and Treas. Reg. § 1.401(a)(9)-1, Q&A-4.

**(2) Distribution Year.** A "Distribution Year" is the calendar year for which a minimum distribution is required under Code Section 401(a)(9).

**(3) Distributions Commencing During Participant's Lifetime.** For distributions beginning before the Participant's death, the first Distribution Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date.

**(4) Post-Death Distributions.** 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 Section 12.5.

(5) **Life Expectancy.** Life Expectancy for purpose of this Article is the distribution period computed by use of either the Single Life Table of the Joint and Last Survivor Table in Treas. Reg. § 1.401(a)(9)-9, as applicable, based upon the Participant's age, Spouse's age, and Beneficiaries' age(s) as of their respective birthdays in the Distribution Year.

(6) **401(a)(9) Account Balance.** The Participant's 401(a)(9) Account Balance means the Participant's Account balance as of the last Valuation date in the Plan Year immediately preceding the Distribution Year, increased by the amount of any contributions made and 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 401(a)(9) Account Balance for the valuation calendar year includes any amounts 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.

**(c) Minimum Distributions Initiated During the Participant's Lifetime**

**(1) Timing of Distributions.**

(A) **First Required Minimum Distribution.** The required minimum distribution for the Participant's first Distribution Year will be made on or before the Participant's Required Beginning Date.

(B) **Subsequent Minimum Distributions.** The required minimum distribution for other distribution years, including the required minimum distribution for the Distribution Year that includes the Participant's Required Beginning Date, will be made on or before December 31st of that Distribution Year.

**(2) Amount of Minimum Annual Distributions During Participant's Lifetime.** During the Participant's lifetime (beginning with the first Distribution Year and including the Distribution Year that the Participant dies), the required minimum distribution for each Distribution Year is the lesser of:

(A) **Unmarried Participants or Where Spouse is Not Designated Beneficiary.** The Participant's 401(a)(9) Account Balance divided by the Participant's remaining projected Life Expectancy.

(B) **Married Participants Whose Spouse is the Sole Designated Beneficiary.** If the Participant's sole Designated Beneficiary for the Distribution Year is his Spouse, the Participant's 401(a)(9).

**(d) Post-Death Distributions Where Payments Began During Participant's Lifetime**

**(1) 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) **Participant's Life Expectancy.** 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) **Surviving Spouse's Life Expectancy.** 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) **Non-Spouse Beneficiary Life Expectancy.** 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.

(2) **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.

**(e) Post-Death Distributions Where Payments Did Not Begin During Participant's Lifetime**

(1) **Commencement Date of Pre-Retirement Death Benefits.** If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(A) **Surviving Spouse Is Sole Beneficiary.** If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then 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.

(B) **Non-Spouse Beneficiary.** 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.

(C) No Designated Beneficiary. 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.

(D) Spouse is Sole Designated Beneficiary, but Dies Before Distributions Begin. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 8.7(e), other than provision describing spousal benefits, will apply as if the surviving Spouse were the Participant.

**(2) Required Minimum Distributions for Pre-Retirement Death Benefits.**

(A) 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 Year after the year of the Participant's death is the amount determined by dividing the Participant's 401(a)(9) Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary.

(B) 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.

(C) 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 Section 6.7 then this subparagraph will apply as if the surviving Spouse were the Participant.

**6.8 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 shall designate a Beneficiary in a form and manner provided by an unmarried Participant or Pensioner, by filing with the Plan a written change of Beneficiary in a form 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 Section 6.3. 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) children, if any, natural or adopted;
- (B) father and/or mother, if either living;
- (C) sisters and/or brothers, if any, living;
- (D) Employee's estate.

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 acquaintance 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.

## **6.9 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. Notwithstanding the preceding sentence, any amount that is distributed on account of hardship shall not be an eligible rollover distribution and the distributee may not elect to have any portion of such a distribution paid directly of an eligible retirement plan.

(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 an Employee or former Employee (collectively described as an "Employee"). In addition, the Employee's surviving spouse and the 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. Effective January 1, 2010, a distributee also includes a non-spouse beneficiary; provided, however, that a direct rollover is permitted only to an IRA, which is established in a manner that identifies it as an account with respect to the deceased Participant, and also identifies the deceased Participant and non-spouse Beneficiary (sometimes identified as an "inherited IRA").

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

**6.10 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. In such event, benefits shall be paid to the Participant's or Beneficiary's survivor(s) in the order and manner set forth herein.

**6.11 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.

**6.12 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.

**6.13 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 balance of his Individual Account valued as of the most recent Valuation Date 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 (as defined in Code Section 152) 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) No distribution shall be made pursuant to this Section unless the Trustees determine, based on the Participant's representation and such other facts as 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;

(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;

(c) 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.

(d) 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.

**6.14 Loans to Participants.** The Plan will make loans to participants in accordance with the following provisions:

(a) **Eligibility.** The following eligibility requirements must be met in order for a Participant to qualify to receive a loan from the Plan

(1) The participant must not have an outstanding loan and must not have defaulted on a loan within the previous thirty-six (36) months.

(2) If the Participant is married, the Participant's spouse must consent in writing to the loan.

(b) **Loan Terms.** All loans shall be made subject to the following terms and conditions:

(1) The maximum amount that will be loaned is the lesser of (i) fifty percent (50%) of the Participant's account balance, or (ii) fifty thousand dollars (\$50,000.00). Such \$50,000 maximum shall be reduced by the highest

outstanding loan balance attributable to the Participant during the 12 month period immediately prior to the new loan application

- (2) The minimum amount that will be loaned is one thousand dollars (\$1,000.00).
- (3) The maximum term will be five (5) years.
- (4) Interest will be charged at the Prime Rate reported in the Wall Street Journal, plus one percent (1%). This rate will be determined on a quarterly basis.
- (5) All loans shall be evidenced by a note requiring payment to the Plan in equally monthly installments and granting the Plan a security interest in the participant's account sufficient to ensure that the loan is repaid in full. The note shall also allow prepayment without penalty provided that the amount prepaid is at least as much as the next installment payment due.
- (6) Any payments owed by a participant who is engaged in qualifying military service as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) may be deferred at the request of the Participant.
- (7) All costs associated with making and servicing the loan shall be charged to the Participant.

- (c) Distributions. If a Participant with an outstanding loan is eligible to receive a distribution from the Trust, the loan must be repaid in full from any amount distributed.
- (d) Default. If a Participant fails to make any payment within thirty (30) days after it is due, the administrative agent for the Plan shall notify the Participant and demand that any and all outstanding payments be brought current. If a participant becomes sixty (60) days delinquent in making any payment, the administrative agent shall notify the Participant that if any outstanding payment is not made within ninety (90) days after the due date the full amount of the outstanding balance of the loan will be deducted from the Participant's account. The administrative agent shall also notify the Participant that if it becomes necessary to deduct the balance of the loan from the Participant's account the participant will be assessed the applicable income taxes and any applicable tax penalty as though the participant had received a distribution from the Plan.

## **SECTION 7. QUALIFIED ROLLOVER CONTRIBUTIONS**

**7.1 Receipt of Distributions from Other Retirement Plans.** A Participant who receives a lump sum distribution of his or her entire interest in another tax qualified 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 "tax qualified retirement plan" means a retirement plan which, at the time of the distribution, is a qualified plan under Section 401(a) of the Internal Revenue Code, and the term "eligible rollover distribution" means a distribution defined in subsection 6.9(b)(1), above.

**7.2 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 8. GENERAL PROVISIONS**

**8.1 Application for Benefits.** An application for benefits must be made in writing in a form and manner prescribed by the Trustees at least ninety (90) days prior to the date payment of the Participant's benefit is to be made in accordance with Section 6.

**8.2 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.

**8.3 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.

**8.4 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.

**8.5 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 Section 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.

**8.6 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.

**8.7 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.

**8.8 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.

**8.9 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 Alaska 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.

**8.10 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.

**8.11 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.

**8.12 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.

**8.13 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 9. RIGHT OF APPEAL AND DETERMINATION OF DISPUTES**

**9.1 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 Section 1.3, herein, the Board of Trustees shall have full discretionary authority to decide claims and appeals, including making factual findings.

**9.2 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.

**9.3 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 10. AMENDMENT AND TERMINATION**

**10.1 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.

**10.2 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.

**10.3 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.

**10.4 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 11. NON-BARGAINING UNIT EMPLOYEE REQUIREMENTS**

**11.1 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.

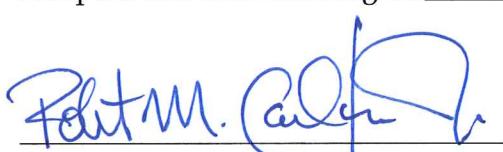
**11.2 Highly Compensated Employee.** The term "Highly Compensated Employee" means an Employee who, during the Plan Year in question or the immediately preceding Plan Year:

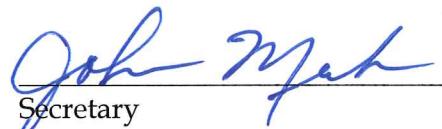
(a) Was at any time a five percent (5%) owner; or

(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 Employer's employees when ranked on the basis of compensation received from the Employer during the year).

The \$80,000 limit of subparagraph 11.2(b) shall be subject to adjustment by the Commissioner of Internal Revenue, as described in Section 414(q) of the Internal Revenue Code.

Adopted at a Trust meeting on January 22, 2015.

  
Robert M. Culpepper  
Chairman

  
John M. Mah  
Secretary