

GLAZIERS INDIVIDUAL ACCOUNT RETIREMENT PLAN

(January 1, 2020 Restatement)

The Glaziers Individual Account Retirement Plan is hereby revised in its entirety to read as set forth in the revised Glaziers Individual Account Retirement Plan (January 1, 2020 Restatement) attached hereto effective January 1, 2020.

Employer Trustees



John S. Myggy

John Buckley

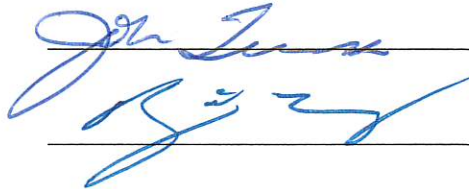
John Buckley

Dated:

11/13/2019

Union Trustees

BART M. PAULIJO



Dated:

11/13/2019

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GLAZIERS INDIVIDUAL ACCOUNT RETIREMENT PLAN

(January 1, 2020 Restatement)

PREAMBLE: This document sets forth the provisions of the Glaziers Individual Account Retirement Plan ("Plan") effective as of January 1, 2020. The Plan is intended to comply with all provisions of the Employee Retirement Income Security Act of 1974 (hereinafter referred to as "ERISA").

ARTICLE A – DEFINITIONS

1. Plan and Trust

(a) "Plan" means the Individual Account Retirement Plan set forth in this document. The Plan is a profit-sharing plan.

(b) "Trust" means the Trust established pursuant to the Trust Agreement of Glaziers Individual Account Retirement Plan under which this Plan is administered.

2. Board

"Board" means the Joint Board of Trustees appointed as administrator of the Plan and Trust in accordance with the Trust Agreement.

3. Union

"Union" means any Glaziers, Architectural Metal and Glassworkers Local Union which qualifies as such under the Trust Agreement and which is party to collective bargaining agreements with Employers requiring contributions to the Trust on behalf of employees who work in Covered Service.

4. Covered Service

"Covered Service" is a classification of employment subject to federal tax withholding for which an Employer is obligated to contribute to the Trust in accordance with the Trust Agreement. It includes (without limitation) all employment subject to collective bargaining agreements between Unions and Employers requiring contributions to the Trust, and employment of Alumni whose service is treated as Covered Service under Article B.

Covered Service does not include work performed by a sole proprietor or partner, or his or her spouse.

5. [Reserved for future use]

6. Hours of Service

An Hour of Service is:

(a) Hours Under Contribution Agreements. Each hour of employment in connection with which a contribution is properly payable to the Trust on the employee's behalf under a collective bargaining agreement between the Union and the Employer, or under any other Contribution Agreement approved by the Board as provided in the Trust Agreement.

(b) Other Hours. Any other hour for which an employee is paid or entitled to payment from the Employer – whether directly or indirectly through (for example) a trust fund or insurer – for any of the following:

(i) Time Paid and Worked. For actual performance of duties for an Employer.

(ii) Back Pay. For each hour for which back pay is payable by the Employer, irrespective of mitigation of damages and whether pursuant to a final award or to an agreement by the Employer.

(iii) No Duplication. There shall be no duplication of Hours for which credit is available under more than one of the foregoing rules. Furthermore, whenever it is necessary to compute Hours of Service in situations where no work is performed or where pay is computed on other than an hourly basis, or to determine the computation periods to which Hours of Service will be credited, the Board will establish a rule specifically permitted under applicable lawful regulations issued by the Department of Labor under ERISA, or some other rule no less favorable to the Participant.

7. [Reserved for future use]

8. Plan Year

“Plan Year” means the fiscal year of the Plan, which is the twelve-month period beginning each July 1.

9. Collectively Bargained Employee

A Collectively Bargained Employee is an employee who is included in a unit of employees covered by a collective bargaining agreement requiring contributions to this Plan.

10. Alumni

An Alumni is a non-collectively bargained employee who benefits under the Plan and is treated as a Collectively Bargained Employee for purposes of meeting federal rules on minimum participation and anti-discrimination, but not with respect to vesting rules.

To be an Alumni, the employee must:

(a) have been a member of a unit of employees covered by a collective bargaining agreement and either that agreement or a successor agreement (including a Contribution Agreement) provides for the employee to benefit under the Plan; and

(b) be employed by either (i) an Employer having a collective bargaining agreement requiring contributions to this Plan, or (ii) the Union, or (iii) the Plan; and

(c) participate in the Plan pursuant to a written Contribution Agreement which provides for the employee to benefit under the Plan.

11. Highly Compensated Employee

The term "Highly Compensated Employee" has the meaning described in paragraph (a) below prior to July 1, 1997, and the meaning described in paragraph (b) below on and after July 1, 1997. Neither contributions nor benefits provided under the plan shall discriminate in favor of Highly Compensated Employees.

(a) Before July 1, 1997, "Highly Compensated Employee" means each highly compensated active employee and highly compensated former employee of an Employer.

(i) A highly compensated active employee is an employee of an Employer who performs service for the Employer during the determination year and who:

(A) during the look-back year:

(I) received compensation from the Employer in excess of \$75,000 (as adjusted under § 414(q) of the Code);

(II) received compensation from the Employer in excess of \$50,000 (as adjusted under §414 (q) of the Code) and was a member of the top-paid group for that year; or

(III) was an officer of the Employer and received compensation from the Employer in an amount greater than 50% of the dollar limitation in effect for that year under §415 (b)(1)(A) of the Code; or

(B) meets one of the criteria listed in (i) above during the determination year and is one of the 100 employees who received the most compensation from the Employer during the determination year or

(C) is a 5% owner at any time during the look-back year or the determination year.

If no officer received compensation in the determination year or look-back year at the level described in (A) (III) above, the officer who received the highest pay in that year shall be treated as a Highly Compensated Employee.

(ii) A highly compensated former employee is an employee who separated from service (or was deemed to have separated) before the determination year, performs no service for the Employer during the determination year, and was a highly compensated active employee either for the separation year or for any determination year ending on or after the individual's 55th birthday.

(iii) If any employee is, during a determination year or look-back year, a family member of a Highly Compensated Employee who is either a 5% owner or one of the 10 most highly paid employees of the Employer during that year, then the family member and the Highly Compensated Employee will, to the extent required by specific provisions of the Code, be treated as a single aggregated individual receiving compensation and benefits equal to the sum of the compensation and benefits of the persons aggregated. For this purpose, someone is a family member of a Highly Compensated Employee if he or she is that person's Spouse, lineal ascendant or descendant, or the spouse of the person's lineal ascendant or descendant. In applying specific provisions of the Code, the definition of "family member" may be more limited, as set forth in those provisions.

(iv) The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of employees in the top-paid group, the top 100 employees, the number of employees treated as officers and the compensation that is considered, will be made in accordance with § 414(q) of the Internal Revenue Code and the regulations thereunder.

(b) On and after July 1, 1997, "Highly Compensated Employee" means each highly compensated active employee and highly compensated former employee of an Employer.

(i) A highly compensated active employee is an employee of the Employer who:

(A) during the look-back year received compensation from the Employer in excess of \$80,000 (as adjusted under § 414(q) of the Code) and was a member of the top-paid group for that year; or

(B) is a 5% owner at any time during the look-back year or the determination year.

(ii) A highly compensated former employee is an employee who separated from service (or was deemed to have separated) before the determination year and was a highly compensated active employee either for the separation year or for any determination year ending on or after the individual's 55th birthday.

(c) Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual's compensation from or status with respect to that Employer. The determination and look-back years for such purpose shall be determined as follows:

(i) The "determination year" is the Plan Year for which the test is being applied, and the look-back year is the 12-month period immediately preceding that Plan Year.

(ii) An Employer may elect to make the look-back year calculation for a determination year on the basis of the calendar year ending with or within the applicable determination year, in accordance with Treas. Reg. §1.414(q)-IT.

12. Normal Retirement Date

"Normal Retirement Date" means that date a Participant attains age 62.

13. Spouse

"Spouse" means a person to whom a Participant is legally married.

14. Individual Account

"Individual Account" means the account established for each Participant pursuant to article C-1.

15. Terms Defined Elsewhere

Terms Defined in Article B:

“Participant”
“Participation Date”

Terms Defined in Article C:

“Valuation Dates”

Terms Defined in Article D:

“Annual Addition”
“Compensation”

Terms Defined in Article E:

“Employed in the Industry”
“5-Percent Owner”
“Disability”
“Spousal Annuity”
“Qualified Domestic Relations Order”
“Required Beginning Date”

Terms Defined in Article F:

“Account Balance”
“Designated Beneficiary”
“Distribution Calendar Year”

Terms Defined in Article I:

“Eligible Rollover Distribution”
“Eligible Retirement Plan”
“Distributee”
“Direct Rollover”

Terms Defined in Article J:

“USERRA”
“Qualified Military Service”

ARTICLE B – PARTICIPATION

1. When Participation Begins

Employees of Employers employed in Covered Service shall become Participants upon completing their first Hour of Covered Service.

2. When Participation Ends

A Participant's participation ends when the Participant no longer has an account in the Plan.

3. Former Participant

A former Participant will automatically become a Participant again upon being reemployed in Covered Service.

4. Alumni Participation Rules

For periods prior to July 1, 1994, an Alumni participating in the Plan pursuant to a written Contribution Agreement will have all of his Hours of Service with his Employer which are covered by such Contribution Agreement treated as Hours of Service as a Collectively Bargained Employee to the extent provided in the Contribution Agreement. For periods beginning on or after July 1, 1994, an Alumni's Hours of Service will be treated as Hours of Covered Service for all purposes of the Plan in accordance with the following rules:

(a) An Alumni who performs service for one or more Employers, for the Plan, or for the Union, both as a Collectively Bargained Employee and as a noncollectively bargained employee during a Plan Year will be treated as a Collectively Bargained Employee for the entire Plan Year if at least half of the Alumni's Hours of Service during the plan Year were performed as a Collectively Bargained Employee if the Contribution Agreement covering him so provides.

(b) An Alumni who was a Collectively Bargained Employee during a Plan Year (or treated as such under other provisions of this paragraph 4 with respect to all of his Hours of Service during a Plan Year) will be treated as a Collectively Bargained Employee with respect to all his Hours of Service for the duration of the collective bargaining agreement in effect during that Plan Year, or if later, until the end of the following Plan Year if the Contribution Agreement covering him so provides.

(c) An Alumni who was treated as a Collectively Bargained Employee under subparagraph (b) above, will be treated as a Collectively Bargained Employee thereafter, providing the Alumni is performing services for an Employer, the Plan, or the Union, and the Contribution Agreement covering him so provides. This subparagraph (c) will not apply if more than five percent of the employees covered by the Plan are noncollectively bargained employees determined without application of this subparagraph (c). Employees treated as Collectively Bargained Employees under subparagraphs (a) and (b) will be deemed to not be noncollectively bargained employees for purposes of this subparagraph (c).

ARTICLE C – PARTICIPANTS' ACCOUNTS AND VESTING

The Plan is an individual account plan under which benefits are based solely on the amount in Participants' accounts. Accounts will be established and nonforfeitable interests therein will be determined as provided below.

1. Accounts

When a person becomes a Participant in the Plan, an individual account will be opened for him to which Employer contributions received on his behalf will be credited as provided in Article D.

2. Vested Accounts

As of July 1, 1998, all accounts established pursuant to paragraph 1 are vested.

3. Effect of Vesting

All vested accounts are not forfeitable, even for cause.

4. Value of Accounts

(a) The Plan permits Participants to exercise control over assets in their accounts in accordance with ERISA § 404(c).

(b) All accounts will be valued daily when financial markets are open (the "Valuation Dates").

(c) The value of a Participant's account on any day shall take into account any contributions or distributions credited or charged to the account and any administrative expenses payable from the account.

ARTICLE D – HOW ACCOUNTS SHALL BE INVESTED

1. Employer Contributions

Contributions received on behalf of a Participant for Covered Service will be allocated to his or her own account upon their receipt. In the absence of an investment election by the Participant to the contrary, 100 percent of his or her Individual Account, plus any future contributions, will be invested in a qualified default investment arrangement. The Plan's qualified default investment alternative is intended to meet the requirements of a "qualified default investment alternative" under U.S. Department of Labor regulations. Participants will receive an annual notice explaining the default investment alternative's investment objectives, risk and return characteristics, and fees and expenses.

This Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 and Title 29 of the Code of Federal Regulations Section 2550.404c-1. This means that the Participant controls the investment of his or her Individual Account. Generally, as a result, the Board of Trustees, and other fiduciaries of the Plan are relieved of liability for any losses that such Individual Account experiences as a result of investment choices made by the Participant.

2. Administrative Expenses

The administrative expenses will be paid equally out of the accounts of all Participants in the Plan by making an equal per capita charge to each account.

3. Investment Results and Expenses

Account balances are adjusted to reflect actual investment income and expenses ("net income") and investment gains and losses ("net gains").

(a) To the extent invested in individually directed investments, net income and net gains during a period will be allocated according to the results of those investments.

(b) To the extent invested in a pooled investment vehicle directed by the Board, net income and net gains during a period shall be allocated proportionately based on the value of each Participant's account invested in the pooled investment vehicle during a period.

(c) The value of Participant's account invested in a mutual fund will equal the value of a share of such fund multiplied by the number of shares credited to the Participant's account.

(d) The Board, or its designee, shall have the right to re-determine the value of Participants' accounts if a previous allocation or valuation was performed incorrectly for whatever reason.

4. Limitation on Annual Allocations

(a) Limit. Notwithstanding any other provisions of this plan to the contrary, the Annual Addition to a Participant's account under the Plan shall not exceed the lesser of 100%

of his Compensation from contributing employers for that Plan Year or the maximum amount allowable by the Secretary of Treasury.

(i) The term "Annual Addition" for any Plan Year means the amount of all employer contributions added to a Participant's account for the Plan Year.

(ii) The maximum amount allowable by the Secretary of Treasury is \$40,000. This maximum is subject to adjustment for increases in the cost of living in accordance with regulations made by the Secretary of the Treasury. Any such increases shall be automatically incorporated into this Plan without the need for specifically amending the Plan each time the maximum amount is adjusted.

(iii) The term "Compensation" for any Plan Year means the amount required to be included in the employee's form W-2 by contributing employers. Pursuant to Code Section 401(a)(17), the maximum amount of Compensation was \$200,000 for the plan Year in 1989, was reduced to \$150,000 for the Plan Year beginning in 1994, and is increased to \$200,000 for the Plan Year beginning in 2002, but in each instance is subject to adjustment for cost of living expenses in accordance with regulations issued by the Secretary of the Treasury. Any such increases shall be automatically incorporated into this Plan without the need for specifically amending the plan each time the maximum is adjusted. On and after July 1, 1998, Compensation shall also include any elective deferral as defined in Code Section 402(g)(3), and any amount which is contributed by an employer at the election of the employee and which is not includible in the gross income of the employee by reason of Code Section 125, 132(f)(4) or 457. Any Compensation paid to a Participant does not fail to be Compensation merely because it is paid after the Participant's severance from employment with all Employers provided that the Compensation is paid by the later of 2-1/2 months after severance from employment with all Employers or at the end of the Limitation Year that includes the severance from employment with all Employers.

(b) Limitation Year. The limitation year for Section 415 purposes shall be the Plan Year.

(c) Aggregation. This Plan shall not be aggregated with any other multiemployer plan for purposes of compliance with Section 415. However, if a non-multiemployer plan must be aggregated with this Plan for purposes of complying with Section 415, and that non-multiemployer does not reduce its benefits to comply with Section 415, then this Plan may reduce the Annual Addition to such a level that Section 415 will not be violated.

(d) Plan Disqualification. If under Section 415 and Internal Revenue Service rules thereunder, this Plan must be combined or aggregated with any other plan or plans, and if that aggregation results in the limitation of Section 415 being exceeded, then to the extent permitted by law the other plan or plans will be disqualified before this Plan.

ARTICLE E – DISTRIBUTION OF BENEFITS

The plan is designed to provide retirement benefits, and as such is not designed to pay benefits to Participants while they are “Employed in the Industry” as defined below.

1. Employed In the Industry

The term “Employed in the Industry” has different meanings depending on whether such employment is before or after a Participant’s Normal Retirement Date as follows:

(a) Before Normal Retirement Date.

(i) General Rule. Until a Participant reaches his Normal Retirement Date he will be deemed to be Employed in the Industry while he is working in the glazing industry in Northern and Central California, whether for an Employer which contributes to this Plan or for an employer which does not contribute to this Plan, including work for a government agency and work as a partner or self-employed person.

(ii) Special Rule For Early Retirees Under Pension Plan. If a Participant is at least age 52 and is receiving an early retirement benefit under the Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan, he will not be deemed to be Employed in the Industry during any period his early retirement pension is payable and would not be subject to suspension under that plan for work in the glazing industry.

2. Distributions at or After Normal Retirement Date

After a Participant attains age 62, he may elect to receive a distribution from his account at any time upon application to the Board, so long as the Participant is not Employed in the Industry. Distribution will be made within a reasonable time after receipt of the application, but in no event later than the 60th day after the Plan Year in which the application to the Board is made.

3. Distributions Before Normal Retirement Date

(a) Application. Benefits may be payable to a Participant before age 62 if he is no longer Employed in the Industry and has filed a claim with the Board as provided in Article F. The Board will distribute the account in accordance with the following rules.

(b) Time of Distribution

(i) Early Retirement. If a Participant is at least age 52 and is receiving an early retirement benefit under the Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan, distribution shall begin no later than 60 days after the end of the Plan Year in which his application has been approved.

(ii) Disability Retirement. If a Participant ceases to be Employed in the Industry at any age because of Disability, distribution shall begin no later than 60 days after the claim for entitlement to a Disability payment has been approved by the Board. Participants shall be considered to have a Disability within the meaning of this subparagraph in either of the following situations:

(A) If the Social Security Administration rules that the Participant is entitled to a Social Security Disability Benefit in connection with the Old Age and Survivor’s Insurance coverage; or

(B) The Board, in its discretion and based on a written medical report by a physician acceptable to it, determines that due to a medically determined condition the Participant is unable to work in the profession of a glazier or other category of employment he was engaged in while covered by the Plan

So long as the Participant has an account in the Plan, the Board may at any time require evidence of the Participant's continued entitlement to a benefit under this provision before continuing distribution to the Participant.

(iii) Absence From the Industry. Distribution shall begin no later than 60 days after the end of the Plan Year in which a Participant's application has been approved in either of the following situations:

(A) If a Participant is at least age 52, is not retired under the Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan, and has not been Employed in the Industry for at least 6 consecutive months; or

(B) If a Participant is under age 52 and has not been Employed in the Industry for at least 6 consecutive months.

4. Time of Distribution

Distributions will be made as provided in paragraphs 2 and 3 above, unless any of the following special rules apply:

(a) [Reserved for future use]

(b) Cash-Outs. Upon application, any account of \$1,000 or less shall be distributed to the Participant (or his beneficiary if he is deceased) in a lump sum at any time after the Participant is no longer Employed in the Industry.

(c) Required Distributions. In any event, distribution of a Participant's account will begin by the Participant's Required Beginning Date determined as follows:

(i) Non-5-Percent Owners. For Participants who are not 5-Percent owners, the Required Beginning Date is April 1st of the calendar year following the later of (I) the calendar year in which the Participant attains age 70½, or (II) the calendar year in which the Participant ceases to be employed by any contributing Employer.

(ii) 5-Percent Owners. For Participants who are 5-Percent Owners with respect to the calendar year in which they attain age 70½, the Required Beginning Date is the April 1st following the calendar year in which the Participant attains age 70½. A 5-Percent owner is a person who owns (or is considered as owning written meaning of Internal Revenue Code Section 318) more than 5 percent of the total combined voting power of all stock of a contributing Employer or stock possessing more than 5 percent of the total combined voting power of all stock of a contributing Employer.

(d) Written Consent to Immediate Distribution. No account, regardless of its value, can be immediately distributed unless consented to in writing. If a Participant is married, his spouse's consent is required as provided in paragraph 8.

5. Methods of Distribution

(a) Unmarried Participants. If the Participant is not married, he may elect whether the distribution will be paid directly from the Plan in a lump sum or in installments or by

purchase of an annuity.

(b) Married Participants. If the Participant is married, unless an election is made to receive distribution in a lump sum or installments or in some other form of annuity, his account will be used to purchase a Spousal Annuity for him and his spouse.

(c) Spousal Annuity. The term "Spousal Annuity" shall mean an annuity which will pay a fixed monthly amount to the Participant for his life, and fifty percent of such amount monthly for the life of his spouse after his death, regardless of whether his spouse was married to him at the time of his death. The Spousal Annuity will be at least as valuable as any other optional form of benefit payable under the Plan at the same time.

(d) Election Out of Spousal Annuity

(i) Time. If a Participant is eligible to make any election hereunder, he shall receive, written in nontechnical language, a general description or explanation of the Spousal Annuity, his right to waive the annuity form of benefit and the effects of such waiver, the right of his spouse to consent or not consent to such waiver and the effects thereof, and the right to revoke such elections. In general, such written explanation shall be provided within a reasonable time before the benefit commencement date, but it may be provided after that date. If it is, the Participant shall have at least 30 days to make the election of his form of benefit. Any requirement that his written election be provided at least 30 days before the benefit commencement date may be waived by the Participant (with any required spousal consent) so long as the distribution commences more than 7 days after such explanation is provided.

(ii) Spouse's Consent. For the election to be effective, the Participant's spouse must consent in writing to the election referred to in (i) above as provided in paragraph 8.

(iii) Changes. Any election out of the Spousal Annuity may be revoked at any time during the election period and any number of times during the election period.

(e) Installment and Partial Payouts. Installment and partial payouts are available only for accounts of \$5,000 or more, and are subject to the following rules:

(i) Installment Payouts Before Age 70. Before a Participant attains the age of 70, the Participant, with the consent of his spouse, if any, may annually elect to have distributions made as follows:

(A) Annually during the month of June, the Participant, with the consent of his spouse, if any, may elect for the next Plan Year whether he wants to receive monthly amounts or an annual amount from the Plan.

(B) The monthly amount, if selected, cannot exceed 4% of the Balance of his account. The annual distribution can be any amount up to and including 100% of his account. In no event will distributions exceed the balance in the Participant's account.

(C) A Participant's account will continue to be held in the Plan's general investments, but the Participant may elect in writing to have his account held in a separate interest-bearing account. The Participant shall not thereafter be allowed to change his investment selection.

(D) At any time, the Participant, with the consent of his spouse, if any, may elect a fixed installment method extending beyond the next Plan Year as specified in subparagraph (iii).

(E) If Participant dies before his account begins to be paid in the fixed installment method, it will be distributed as provided in paragraph 6(b).

(F) Participants must continue to meet the Plan's eligibility for distribution requirements at the time each installment is paid.

(ii) Installment Payouts At Age 70. At or before age 70 a Participant must elect in writing, with his spouse's consent, if married, either,

(A) To receive his entire account by age 70, or

(B) To begin receiving his entire account not later than age 70 in the fixed installment method described in subparagraph (iii).

(iii) Fixed Installment Method. The fixed installment method of payment requires that,

(A) Installments shall be paid at least annually in substantially equal amounts;

(B) The present value of payments to be made to the Participant will be more than 50% of the present value of the total payments to be made to the Participant or his beneficiaries; and

(C) The payments must be completed within a period not extending beyond the life expectancy of the Participant and a designated beneficiary.

(D) If the Participant dies after the fixed installment method has begun, the balance of the Participant's account will be distributed as provided in paragraph 6(a)(ii).

(iv) Partial Payouts. At any time after a Participant is eligible for a distribution the Participant may elect in writing, with his spouse's consent, if married, a partial payout of his account subject to the following limitations:

(A) Partial payouts may not be elected more often than once every six (6) months.

(B) Participants must continue to meet the Plan's eligibility for distribution requirements at the time that each partial payout is paid.

(C) Partial payouts for Participants who are age 70 or older

must, on an annual basis, be equal to, or exceed, the fixed installment payment required under subparagraph 5(e)(iii), above.

(v) Reasonable Charge. The Board may impose a reasonable charge for accounts that are paid in installments or partial payouts.

6. Distribution on Death

(a) After Distributions Have Begun

(i) Annuities. If an annuity was purchased providing for survivor benefits, and the named beneficiary survives the Participant, benefits will be payable under the terms of that annuity, and no other benefits will be payable from the Plan.

(ii) Installments. If installment payments have begun, the balance in the Participant's account will be distributed at least as rapidly to his beneficiary as under the method of distribution elected by him, provided that during his life the Participant, with the consent of his spouse, may elect to have such balance paid in a lump sum to his beneficiary upon his death, and after his death, his beneficiary can elect to have such balance paid in a lump sum.

(b) Before Distribution Have Begun

(i) General Method of Distribution

(A) If Participant is not married at the time of his death, his account will be distributed to his beneficiary in a lump sum, except that he may elect to have it payable to the beneficiary in installments over a period not extending beyond the beneficiary's life expectancy.

(B) If a Participant is married at the time of his death, then

(I) one-half of his account will be distributed to the beneficiary (which can be his spouse) named by him. His spouse's consent is not required for this distribution.

(II) the other one-half of his account will be distributed to his surviving spouse if she has been lawfully married to the Participant for at least a full year preceding the Participant's death, unless the surviving spouse consents to a different disposition. If the marriage had not been in effect for the full year, the other one-half of his account will be distributed to his surviving spouse if the Participant's death was after July 1, 2001, and was due to accidental causes as determined by the Joint Board, unless the surviving spouse consents to a different disposition. If the marriage had not been in effect for that full year and the death was not due to accidental causes, this one-half will be distributed as described in subparagraph (A) above.

(III) unless his spouse elects otherwise as hereafter provided, distributions to the spouse will be made by purchasing a surviving spouse annuity for the spouse which will pay a monthly annuity so long as the spouse is living. Distributions to any other beneficiary will be in a lump sum, except that the Participant may elect to have them paid to the beneficiary in installments over a period not extending beyond the beneficiary's life expectancy.

(ii) Elections, Waivers and Revocations

(A) If a Participant is not married, he can change his beneficiary or method of distribution at any time. If a Participant is married, he can change his named beneficiary or method of distribution for one-half of his account at any time, and his spouse's consent is not necessary for these changes.

(B) Participants may designate a beneficiary by completing the form available from the Board and may change their designations at any time by filing a new form, subject to the requirement of their spouses' written consent to disposal of one-half of their accounts. The automatic surviving spouse benefit that applies to one-half of a Participant's account cannot be waived by the Participant or his spouse.

(C) If any portion of a Participant's account is payable to his surviving spouse, instead of receiving it as an annuity the Participant's surviving spouse may elect, in writing after the Participant's death, to receive it either in a lump sum or in installments, unless the Participant has specifically designated in writing that the benefit must be paid as an annuity. If the surviving spouse elects installments, distributions:

(I) will be made over a period not extending beyond the life expectancy of the surviving spouse,

(II) will not have to begin before the date on which the Participant would have become 70½, and

(III) if the surviving spouse dies before distributions begin, the balance in the account will be distributed to a beneficiary named by the spouse the same as if the spouse had been a Participant in the Plan.

(iii) Time of Distributions. Payments of death benefits will begin within a reasonable time after a Participant's death, but in any event within one year after a Participant's death, except that the Participant's beneficiary may elect to defer receipt of any lump sum amount for up to five years after his death and, if the beneficiary is the Participant's spouse, the spouse may defer distribution until the date the Participant would have been 70½.

(c) Designation of Beneficiaries. Participants may designate a beneficiary by completing the form available from the Board and may change their designations at any time by filing a new form, subject to the requirement of their spouses' written consent to disposal of one-half their accounts. Any designation of a spouse as beneficiary is automatically revoked upon entry of a final decree of dissolution, unless a Qualified Domestic Relations Order provides otherwise (see paragraph 7(b) of this Article E).

If there is no valid designation of beneficiary on file, or if the designated beneficiary predeceases the Participant and no substitute beneficiary has validly been designated, then payment shall be made to the following in order of priority:

- (i) To the Participant's surviving spouse,
- (ii) To the Participant's surviving children equally, including adopted ones,
- (iii) To the Participant's estate.

If none of the foregoing claims the benefits within one year of the Participant's death, the Board may designate as the beneficiary such person or persons as it, in its sole discretion, deems appropriate to share in the Participant's estate.

7. Assignments Not Permitted

Unless permitted by law and approved in advance by the Board, all benefits provided to persons under the Plan shall be paid directly to them and shall not otherwise be liable for their debts or other obligations or assigned, alienated or used as security by them, and shall not be subject to attachment, execution or other legal proceedings. Notwithstanding the foregoing sentence,

(a) Obligations to Trust. If at any time any person has already received payments in excess of what he was entitled to receive as of that date, or if he has any loans to the Trust then outstanding, then the Board may withhold from future payments due to him or his beneficiary such amounts as are necessary to reimburse the Trust for such excess payments or loans; and

(b) Qualified Domestic Relations Orders. The Plan will pay benefits in accordance with the applicable requirements of any Qualified Domestic Relations Order, which term, for purposes of this Plan, means a state court order satisfying the following requirements:

(i) Type of Order. Such order must relate to the provision of child support, alimony payments or marital property rights of a spouse, former spouse, child or other dependent which recognizes the existence of such an alternate payee's right to, or assigns to such an alternate payee the right to, receive all or a portion of the Participant's benefits.

(ii) Required Provisions. Such order must specify,

(A) the name and last known mailing address of the Participant and each alternate payee covered by the order,

(B) the amount or percentage of benefits to be paid to each alternate payee, or the manner in which such amount or percentage is to be determined,

(C) the number of payments or period to which such order applies, and

(D) that it applies to this Plan.

(iii) Prohibited Provisions. Such order must not,

(A) require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, except as provided in subparagraph (iv) below;

(B) require the Plan to provide increased benefits determined on the basis of actuarial value; or

(C) require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

(iv) Permitted Provisions. Such order may provide either or both of the following:

(A) that payment of benefits be made to an alternate payee on or after the date the Participant attains age 50 in any form of payment permitted under the Plan, except the Spousal Annuity, or

(B) that the former spouse shall be treated as a surviving spouse for purposes of a portion of the death benefit under the Plan.

(v) Death of Former Spouse. If a former spouse to whom benefits would have been payable under a Qualified Domestic Relations Order should die before any such benefits are payable, then unless the Qualified Domestic Relations Order provides for the payments to be made to another qualified alternate payee, any interest of the former spouse in the Participant's benefits shall terminate and revert to the Participant.

8. Spousal Consent

Any time the consent of a Participant's spouse is required under the Plan, it must be in writing and acknowledge the effect of what is being consented to. Any such consent and acknowledgment must be witnessed by either a plan representative or a notary public. If it is established to the satisfaction of the Board or its agent that the consent of a Participant's spouse cannot be obtained either because there is no spouse, because the spouse cannot be located, or because of other valid circumstances as determined by the Board or its agent in accordance with applicable laws and regulations, the requirement of the spouse's consent may be waived by the Board or its agent for this purpose.

9. Minimum Distribution Requirements

(a) Effective Date. The provisions of this paragraph will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.

(b) Precedence. The requirements of this paragraph 9 will take precedence over any inconsistent provisions of the Plan.

(c) Requirements Of Treasury Regulations Incorporated. All distributions required under this paragraph 9 will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

(d) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date as defined in Article E-4(c).

(e) Death of Participant Before Distributions Begin. 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:

(i) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary (paragraph (e)(v)), 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 70½, if later.

(ii) 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.

(iii) 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.

(iv) 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, then this paragraph (e), other than subparagraph (i), will apply as if the surviving spouse were the Participant.

(v) For purposes of the Plan's minimum distribution requirement, only an individual may qualify as a "Designated Beneficiary." The Participant's estate cannot qualify as a Designated Beneficiary for minimum distribution purposes even though it can qualify as a Beneficiary for receipt of Plan benefits. If a trust is named as a Beneficiary of a Participant, the beneficiaries of the trust and not the trust itself will be treated as Designated Beneficiaries if all of the following requirements are met:

(A) The trust is a valid trust under state law.

(B) The trust is irrevocable upon the death of the Participant.

(C) The beneficiaries of the trust which is a Beneficiary of the Plan are identifiable from the trust document. Members of a class that is capable of expansion or contraction will be treated as being identifiable if it is possible, as of the date the Designated Beneficiary is determined, to identify the class member with the shortest life expectancy.

(D) The necessary trust documentation is provided to the Plan manager.

(E) Any other requirements of Code Section 401(a)(9) and the Treasury regulations thereunder are met.

(F) For purposes of this paragraph and paragraph (h), unless subparagraph (e)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subparagraph (e)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subparagraph (e)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subparagraph (e)(i)), the date distributions are considered to begin is the date distributions actually commence.

(f) 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, as of the first Distribution Calendar Year distributions will be made in accordance with paragraphs (g) and (h). 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 Code and the Treasury regulations.

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

(i) During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(A) the quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(B) 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 section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(ii) A Participant's "Account Balance" will be the value of the account 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 to the account 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 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.

(iii) Required minimum distributions will be determined under this paragraph (g) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

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

(i) Death On or After Date Distributions Begin.

(A) 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:

(I) 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 calendar year.

(II) 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.

(III) 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 calendar year.

(B) 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 calendar year.

(ii) Death Before Date Distributions Begin.

(A) 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 subparagraph (h)(i).

(B) 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) 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 subparagraph (e)(i), then this subparagraph (h)(ii) will apply as if the surviving spouse were the Participant.

(iii) Life expectancies under this paragraph (h) will be computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(i) Election of 5-Year Or Life Expectancy Rule. Participants or Beneficiaries may elect on an individual basis whether the 5-year rule or the life expectancy rule in paragraph (e) and (h)(ii) applies to distributions after the death of a Participant who has a Designated Beneficiary. The election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under paragraph (e), or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving spouse's) death. If neither the Participant nor Beneficiary makes an election under this section, distributions will be made in accordance with paragraphs (e) and (h)(i).

(j) The Board of Trustees has elected to not allow participants or beneficiaries to suspend the required minimum distributions required by paragraphs 9(a) *et seq.* of the Plan as allowed under the Internal Revenue Code section 401(a)(9)(H), which was amended by the Worker, Retiree, and Employer Recovery Act of 2008.

10. Hardship Distributions

(a) Hardship. In the event a Participant suffers a serious financial hardship of sufficient severity that the Participant is confronted by present or impending want or privation, such Participant may withdraw some or all of the balance in his account as provided below. The determination of whether a serious financial hardship exists shall be based on all relevant facts and circumstances and will require completion of an application in such form as the Board of Trustees may require. A need shall not be disqualified solely because it was reasonably foreseeable or voluntarily incurred. Serious hardship of sufficient severity shall be demonstrated only if the distribution is on account of one or more of the following:

(i) Medical expenses that would be deductible under Code Sec. 213(d) (determined without regard to whether expenses exceed 7.5% of adjusted gross income) for the Participant, Participant's spouse, children, dependents or designated beneficiary;

(ii) The purchase (excluding mortgage payments) of a principal residence for the Participant;

(iii) Tuition and related educational fees for the next 12 months of post-secondary education for the Participant, his spouse, children, dependents or designated beneficiary;

(iv) The need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence;

(v) Burial or funeral expenses for the Participant's deceased parent, spouse, children, dependents or designated beneficiary; or

(vi) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the code (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).

(vii) Expenses and losses (including loss of income) incurred by the Participant on account of disaster declared by the Federal Emergency Management Agency (FEMA), provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

(b) Conditions for Hardship Distribution. No hardship distribution shall be made unless the Board, based upon the Participant's written representation and that the Board does not have actual knowledge that is contrary to the representation, determines that the following conditions are satisfied:

(i) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant plus any amounts necessary to pay income taxes or penalties reasonably anticipated to result from the distribution; and

(ii) The Participant has obtained all distributions, other than hardship distributions, currently available under all qualified retirement plans maintained by the Participant's Employer.

(iii) The employer has provided to the Plan Administrator a representation in writing that he has insufficient cash or other liquid assets reasonably available to satisfy the need.

(c) Other Requirements. A hardship distribution will only be made in a lump sum payment. If the Participant is married the hardship distribution must be made with the consent of the Participant's Spouse. A hardship distribution is not eligible for rollover to an IRA or other qualified plan.

ARTICLE F – LOANS TO PARTICIPANTS

1. General Authority

The Board is empowered to institute a program whereby Participants can borrow from their vested accounts. The Board may adopt such eligibility rules for loans, and impose such terms and conditions on the loans, as it in its discretion deems appropriate. Nothing herein shall require the Trustees to adopt such a loan program, or make any particular loan requested by a Participant.

2. Requirements of Loan Program

Any loan program adopted by the Board must comply with at least the following requirements:

(a) Nondiscrimination. Loans shall be available to all Participants on a reasonably equivalent basis and shall not be made to highly compensated employees on a more favorable basis than made to other employees. Loans shall be available to all plan Participants without regard to the individual's race, color, religion, sex, age or national origin, and in making loans consideration will be given only to those factors which would be considered in a normal commercial setting.

(b) Interest. All loans shall bear a reasonable rate of interest as determined by the Board.

(c) Security. All loans to a Participant shall be secured by 50 percent of the Participant's vested account as well as such other security as the Board may from time to time require.

(d) Spouse's Consent. If a Participant is married, his or her spouse must co-sign the note and consent in writing to the security arrangements within 90 days before the loan is made. Such consent must also acknowledge the effect thereof (including the Trust's right to reduce the Participant's account balance to satisfy any loan obligation in default) and have the consent and acknowledgment witnessed by either a Plan representative or a notary public.

(e) Repayment. All loans shall be repaid within a specified period of time, which shall not exceed five years, and shall provide for substantially level amortization over the term of the loan with payments not less frequently than quarterly.

(f) Maximum Amount. The maximum amount of any loan to a Participant, when added to the outstanding balance of all other loans to the Participant from the Plan, shall not exceed the lesser of (i) or (ii) below:

(i) One-half of the Participant's vested account; or

(ii) \$50,000, reduced by the excess, if any of

(A) The highest outstanding balance of all loans from the Plan to the Participant during the one-year period ending on the day before the date on which the loan was made, over

(B) The outstanding balance of all loans from the Plan to the Participant on the date on which the loan was made.

(g) Adjustments to Account

(i) Any security interest held by the Plan by reason of a loan outstanding to a Participant shall be taken into account in determining the amount of the benefit payable to his surviving spouse.

(ii) Before a Participant's account is distributed to the Participant or any beneficiary, the account may be reduced by any security interest held by the Plan by reason of a loan outstanding to such Participant.

(h) Specific Plan Procedures. Pursuant to Department of Labor regulations, the following specific plan procedures will be followed in any loan program adopted by the Board.

(i) The Board is the entity authorized to administer any loan program.

(ii) To apply for a loan Participants must fill out an application which will be supplied by the Board.

(iii) Loans will be approved by the Board if it determines, after taking into consideration the Participant's income, assets and obligations, that the Participant will be able to repay the loan as scheduled.

(iv) The Board will determine a reasonable rate of interest by surveying a reasonable number of institutions in the business of lending money for loans which would be made under similar circumstances.

(v) One-half of the Participant's vest account shall secure the loan.

(vi) A Participant will be in default if he or she fails to make any payment when due under the loan's note. In the event of default, any security for the loan may be foreclosed upon.

ARTICLE G – CLAIMS AND APPEALS PROCEDURES

1. General Rules

(a) Claims. All claims for benefits under the Plan after the effective date will be decided in accordance with these claims procedures.

(b) Definitions.

(i) Claimant: A participant or beneficiary under the Plan with a claim for benefits.

(ii) Joint Board: Joint Board means the Joint Board of Trustees of this multiemployer plan which meets at least quarterly. The Joint Board is the “administrator” of the Plan and Trust under ERISA. Its address is:

c/o Health Services & Benefit Administrators, Inc.
4160 Dublin Boulevard, Suite 400
Dublin, CA 94568

(iii) Plan Manager: The Plan Manager of this Plan is:

Health Services & Benefit Administrators, Inc.
4160 Dublin Boulevard, Suite 400
Dublin, CA 94568
Phone: (800) 222-6298
Fax: (925) 833-7301

2. Claim Procedures

(a) Filing of Claim Form. All claims for benefits shall be filed on forms provided by the Plan, which will be available from its principal office and such other places as may from time to time be designated by the Board. A claim shall be considered to have been filed as soon as it is received by the Plan at its principal office or such other location as may be indicated on the claim form, provided it is substantially complete, with all necessary documentation required by the form. If the form is not substantially complete, or if required documentation has not been furnished, the Claimant will be notified as soon as reasonably possible of what is necessary to complete the claim.

(b) Time of Initial Claims Determinations.

(i) Determination Period: The notice of adverse denial shall be given within a reasonable time period, but not later than 90 days after receipt of the claim by the plan, unless special circumstances require an extension of time for processing the claim. If such an extension is required, written notice shall be furnished to the Claimant within 90 days of the time the claim is received, stating the special circumstances requiring an extension of time and the date by which a decision on the claim can be expected, which shall not be more than 180 days

from the date the claim was received. If such notice of denial is not given within the time required, the Claimant may proceed to the review stage described below as though the claim had been denied. If such an extension is necessary due to failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

(ii) **Disability Claims:** In the case of a claim for disability benefits only, the notice of adverse denial shall be given within a reasonable period of time, but not later than 45 days after receipt of the claim by the plan. This period may be extended by the plan for up to 30 days, provided that the plan administrator both determines that such an extension is necessary due to matters beyond the control of the plan and notifies the Claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the plan expects to render a decision. If prior to the end of the first 30-day extension period, the administrator determines that, due to matters beyond the control of the plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided the plan administrator notifies the Claimant, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. The notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the Claimant shall be afforded at least 45 days within which to provide specified information.

(iii) **Calculating Time Periods:** In the event that a period of time is extended due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

(c) **Notice of Claim Denial.** If a claim is wholly or partially denied, the Claimant shall receive a written notice of denial, which shall contain the following written in a manner calculated to be understood by the Claimant:

- (i) The specific reason or reasons for the denial;
- (ii) Specific reference to pertinent Plan provisions on which the denial is based;
- (iii) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary;
- (iv) A description of the Plan's review procedures and time limits applicable to such procedures; and

(v) A statement of the Claimant's right to bring a court action under ERISA §502(a) following an adverse decision on review.

(d) Disability Benefits. For claims involving disability benefits only, the Plan's written notification of a benefit denial on an initial claim shall include the items in Article G-2(c)(i)-(v) above and the following additional information:

(i) A discussion of decision, including the basis for disagreeing with or not following the views of a treating physician or vocational professional who evaluated the Claimant, the views of medical or vocational experts obtained by the plan, or if applicable why the Plan disagreed with the disability determination of the Social Security Administration;

(ii) If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination as applied to the Claimant's medical circumstances will be provided free of charge upon request;

(iii) The internal rules, guidelines, protocols, standards or other similar criteria the plan relied on in denying the claim or a statement that none exist;

(iv) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits as described in Article G-3(d); and

(v) If ten-percent or more the population residing in the county to which an adverse benefit determination is being sent is literate only in a language other than English (as determined in guidance published by the federal government) then the notice of adverse benefit determination must prominently state that the notice of adverse benefit determination will be provided upon request in that other language.

3. Appeals Procedures

(a) General Rules.

(i) The Claimant, or the Claimant's duly authorized representative, may request a review of the claim denial by filing a written application for such review within 60 days after receipt of the written notification of the denial. The Board may consider a late application if it concludes in its sole discretion that the delay in filing was for reasonable cause.

(ii) Claimant may submit written documents, records, or other information relating to the claim for benefits.

(iii) When any such application is received, the claim and its denial shall receive a full and fair review by the Board or any subcommittee to which it delegates this function. Also, if the benefits involved are provided by an insurance company, insurance service, or other similar organization, which is subject to regulation under any state's insurance laws, the Board may permit such organization to conduct such a review and make the decision.

(iv) As part of the review procedure, the Claimant, or the Claimant's duly authorized representative, may review pertinent documents and submit issues and comments in writing, but shall have no right to appear personally before the reviewing group unless that group concludes that such an appearance would be of value in enabling it to perform its obligations hereunder.

(v) The appeal will take into account all comments, documents, records, and other information submitted by Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial determination.

(b) Time of Claims Appeals Determinations.

(i) If the decision on review is to be made by the Board or a subcommittee which is holding regularly scheduled meetings at least quarterly, the decision shall be made no later than the date of the first such meeting which occurs at least 30 days following receipt of the request for review; but if special circumstances require an extension of time for processing, the decision shall be rendered not later than the third meeting following receipt of the request.

(ii) In all other cases, the decision shall be made promptly and ordinarily not later than 60 days after receipt of the request for review, unless special circumstances require an extension of time for processing, in which case the decision shall be rendered as soon as possible but not later than 120 days after receipt of the request for review. For claims for disability benefits only, the decision will be made no later than 45 days after the receipt of the request for review.

(iii) Whenever special circumstances require, an extension of time for processing, written notice of the extension shall be furnished to the Claimant before the extension period begins.

(iv) Decisions on review will be provided to Claimant in writing as soon as possible, but not later than 5 days after the benefit determination is made.

(c) Calculating Time Periods. In the event that a period of time is extended due to a Claimant's failure to submit information necessary to decide an appeal, the period for making the decision on appeal shall be tolled from the date on which the notification of the extension is sent to the Claimant until the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

(d) Request for Records.

(i) Upon written request, Claimant will be provided, free of charge, reasonable access to and copies of any documents, records and other information if they (a) were relied upon in making the initial determination, (b) were submitted, considered or generated in the course of making the benefit determination even if not relied upon, (c) demonstrate that the

Plan provisions have been followed and applied consistently with respect to similarly situated individuals, or (d) constitute a statement of policy or guidance with respect to the Plan concerning the denied benefit whether or not relied upon.

(ii) Disability Claims: In the case of a claim for disability benefits only, before the plan will issue an adverse benefit determination on review, the plan administrator shall provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the plan, insurer, or other person making the benefit determination in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided and the Claimant will have a reasonable opportunity to respond prior to that date.

(e) Notice of Decision on Review. Notice of decision on the appeal of a claim denial shall be furnished to the Claimant in writing in a manner calculated to be understood by the Claimant and shall include the following:

(i) The specific reason or reasons for the decision;

(iii) Specific reference to pertinent Plan provisions on which the denial is based;

(iii) A statement that the Claimant is entitled to receive upon request and free of charge reasonable access to and copies of all documents, records, and other information relevant to the Claimant's claim as described in Article G-3(d); and

(iv) A statement of the Claimant's right to bring a court action under ERISA §502(a) following an adverse decision on review.

(f) Disability Claims. For claims involving disability benefits only, the Plan's written notification of an adverse appeals decision shall include the items in Article G-3(e)(i)-(iv) above and the following additional information:

(i) A discussion of decision, including the basis for disagreeing with or not following the views of a treating physician or vocational professional who evaluated the Claimant, the views of medical or vocational experts obtained by the plan, or if applicable why the Plan disagreed with the disability determination of the Social Security Administration;

(ii) If the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, a statement that an explanation of the scientific or clinical judgment for the determination as applied to the Claimant's medical circumstances will be provided free to charge upon request;

(iii) The internal rules, guidelines, protocols, standards or other similar criteria the plan relied on in denying the claim or a statement that none exist; and

(iv) If ten-percent or more the population residing in the county to

which an adverse appeals decision is being sent is literate only in a language other than English (as determined in guidance published by the federal government) then the notice of adverse appeals decision must prominently state that the notice of adverse appeals decision will be provided upon request in that other language.

(g) No Further Appeals. Following issuance of the decision on appeal, there is no further right under these procedures to appeal or arbitrate the decision

4. Legal Proceedings.

(a) Legal Actions. Claimants may pursue their claims for benefits in court under ERISA §502(a) but only after they exhaust their administrative remedies as provided in these claims procedures. Failure of a Claimant to exhaust his or her administrative remedies will preclude further judicial review.

(b) Legal Standards.

(i) The Joint Board is given full and sole discretionary authority (a) to finally determine all facts relevant to any claim, (b) to finally construe the terms of the Plan and all other documents relevant to the Plan, and (c) to finally determine what benefits are payable from the Plan.

(ii) Any decision made by any Joint Board shall be binding on all persons affected to the fullest extent permitted by law.

(iii) No decision of the Joint Board shall be revised, changed or modified by any arbitrator or court unless the party seeking such action is able to show by clear and convincing evidence that the Joint Board's decision was an abuse of discretion in light of the information actually available to it at the time of its decision

5. Miscellaneous Provisions.

(a) Authorized Representatives. A Claimant may appoint in writing an authorized representative to act on his behalf in pursuing a claim or appeal under these claim procedures. There is no required form for this purpose.

(b) Plan Records. The Plan Manager shall maintain records designed to ensure and verify that determinations are made in accordance with Plan documents and that where appropriate, the Plan provisions have been applied consistently with respect to similarly situated Claimants. Plan participants' privacy will be protected at all times.

(c) Appeal of Adverse Determinations. Any decisions affecting a Claimant's benefits under the Plan may be appealed under these claims procedures, including:

(i) A denial, reduction or termination of any Plan benefit.

(ii) A failure to provide or make payment in whole or in part for any

Plan benefit.

(iii) A refusal to provide a Plan benefit based on a determination that the Claimant is not eligible under the terms of the Plan.

(d) Rights of Joint Board. The Joint Board retains the right to interpret and amend these claims and appeals procedures. Furthermore, if these procedures are ambiguous or do not provide an explicit procedure for a specific circumstance, the Joint Board is authorized to adopt such rules as it in its discretion deems necessary and appropriate to provide Claimants with appropriate initial determinations and an opportunity for a full and fair review of any adverse benefit determination.”

ARTICLE H – AMENDMENT, TERMINATION AND MERGER

1. Amendment

This Plan may be amended by the Board in the manner provided in the Trust Agreement. Amendments may apply to all groups covered or to certain groups only. Except as may otherwise be required to obtain or retain tax-exempt status for the Plan or Trust, amendments must conform to the following rules:

(a) Amendment of Vesting Schedule. If the Plan’s vesting schedule is amended, any Participant who could be adversely affected by the amendment and who has at least three Years of Service may elect to have his or her nonforfeitable percentage computed under the Plan without regard to such amendment. Such election must be made during the period beginning with the date the amendment is adopted and ending 60 days after the latest of the date (i) the amendment is adopted, or (ii) the amendment becomes effective, or (iii) the Participant is given written notice of the amendment.

(b) Amendments Affecting Accrued Benefits. No amendment shall decrease a Participant’s accrued benefit or eliminate an optional form of distribution with respect to benefits attributable to service before the amendment. Furthermore, no amendment shall have the effect of decreasing a Participant’s vested interest determined without regard to such amendment as of the later of the date such amendment is adopted or the date it becomes effective.

2. Termination

It is anticipated that this Plan will be maintained indefinitely, but the right to terminate (including the right to partially terminated) is reserved. The right to terminate shall be exercised either as to all groups covered or certain groups only.

Upon termination or partial termination, as determined by the Board in its reasonable discretion, the accounts of all affected participants and their beneficiaries as of the date of such termination or partial termination will be fully vested.

3. Merger

(a) General Rule. By action of the Board, the Plan may be merged, consolidated with or otherwise combined with any other pension plan qualified under the Internal Revenue Code.

(b) Effect of Merger. No Participant's or beneficiary's accrued benefit shall be lower immediately after the effective date of a merger than the benefit immediately before the effective date of the merger.

ARTICLE I – ELIGIBLE ROLLOVER DISTRIBUTIONS

1. Transfers to the Plan

(a) Acceptance of Rollovers. A Participant may elect, subject to such rules and regulation as the Board may adopt, to have any portion of an eligible rollover distribution otherwise payable to the Participant paid directly to his account in this Plan if such distribution is made from one of the following types of plans:

(i) A qualified trust described in section 401(a) of the Internal Revenue Code (“Code”) in which the Participant was either a member or an alternate payee of a member entitled to distribution under a qualified domestic relations order; or

(ii) A conduit individual retirement account or annuity described in Code § 408(d)(3); or

(iii) An annuity plan described in Code section 403(a).

(b) Types of Rollover Not Accepted. In no event will this Plan accept on behalf of a Participant any amounts from the following sources:

(i) Distributions or payments from a plan of the spouse of the Participant payable on account of the spouse’s death; or

(ii) Distribution or payments from an individual retirement account or annuity to which the Participant has made his own personal contributions, whether tax deductible or not; or

(iii) Distributions or payments from an individual retirement account or annuity which the Plan Participant has inherited.

(c) Age 70½. Notwithstanding any other provision of this Article, the Plan will not accept distribution or payments on behalf of a Participant after the Participant has attained age 70½.

(d) Cash. The Plan will accept only cash under this Article, and in no event will it accept securities, real estate or other assets.

2. Transfers From the Plan

This paragraph applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee’s election under this paragraph, a distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

3. Definitions

The following definitions shall apply to this Article I.

(a) 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:

(1) 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 of the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more;

(2) any distribution to the extent such distribution is required under Code Section 401(a)(9);

(3) any hardship distribution;

(4) the portion of any distribution that is not includable in gross income; and

(5) any other distribution(s) that is reasonably expected to total less than \$200 during a year.

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 includable in gross income. However, such portion may be transferred only to (1) an individual retirement account or annuity described in Code Section 408(a) or (b); (2) for taxable years beginning after December 31, 2001 and before January 1, 2007, to a qualified trust which is part of a defined contribution plan that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable; or, (3) for taxable years beginning after December 31, 2006, to a qualified trust or to an annuity contract described in Code Section 403(b), if such trust or contract provides for separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is so includable in gross income and the portion of such distribution which is not so includable.

(b) Eligible Retirement Plan. An Eligible Retirement Plan is a qualified plan described in Code Section 401(a), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), or an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution.

Effective on an after January 1, 2008, Eligible Retirement Plan also includes a Roth IRA described in Code Section 408A. An amount rolled over to a 408A plan must be an Eligible Rollover Distribution, and, pursuant to Code Section 408A(d)(3)(A), there must be included in gross income any amount that would be includable if the distribution was not rolled over. For taxable years beginning before January 1, 2010, a Distributee will not be permitted to make a Direct Rollover to a Code Section 408A plan if, for the year the eligible rollover is made, the Distributee has a modified adjusted gross income exceeding \$100,000 or is married and files a separate return. The restriction in the foregoing sentence shall not apply in taxable years beginning on or after January 1, 2010.

Neither the Plan nor the Plan administrator will be responsible for assuring that the Distributee is eligible to make a rollover to a Roth IRA.

(c) Distributee. A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternative payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b) ("IRA") or a Roth individual retirement account or annuity described in Code Section 408A, provided that such IRA or Roth IRA is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). Also, in this case, the determination of any required minimum distribution under Code Section 401(a)(9) that is ineligible for rollover shall be made in accordance with Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

(d) Direct Rollover. A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee."

**ARTICLE J – REEMPLOYMENT UNDER THE UNIFORMED SERVICES
EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT**

It is the intent of this Plan to comply with the reemployment rights of members of the Uniformed Services as specified in 38 United States Code Chapter 43 (“USERRA”) and Internal Revenue Code section 414(u). Therefore, notwithstanding any 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) of the Internal Revenue Code.

1. Definitions

(a) Qualified Military Service means any service in the Uniformed Services of the United States by any individual if such individual is entitled to reemployment rights with respect to such service under USERRA. No more than five years of Qualified Military Service may be recognized for any purpose, except as required by law.

(b) Uniformed Services means:

(i) the Armed Forces;

(ii) the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty;

(iii) the commissioned corps of the Public Health Service; and

(iv) any other category of persons designated by the President of the United States in time of war or emergency.

2. Breaks in Service

Notwithstanding any other provision of this Plan to the contrary, an individual reemployed under USERRA will not be treated as having incurred a One-Year Break In Service by reason of such person’s period of Qualified Military Service.

3. Years of Vesting Credit

Each period of Qualified Military Service served by an individual is, upon reemployment by an Employer under USERRA, deemed to constitute service with the Employer during the period it was a contributing Employer to the Plan. For purposes of determining Years of Vesting Credit, the individual will be credited with 190 Hours of Service for each month, or partial month, of Qualified Military Service.

4. Benefit Accruals

Each period of Qualified Military Service served by an individual, is upon reemployment by an employer under USERRA, deemed to constitute service with that Employer for purposes of determining the accrual of benefits under the Plan as follows:

(a) only periods during which the Employer was a contributing Employer to the Plan will be counted;

(b) the returning employee will be considered to have been in the same category of employment during Qualified Military Service as the category in which he was employed immediately before such Service;

(c) the amount of benefit accrued shall be computed,

(i) at the rate the employee would have received but for the period of Qualified Military Service, or

(ii) if the determination of such rate is not reasonably certain, on the basis of the employee's average pay rate, hours, or compensation during the 12-month period immediately preceding such Service (or, if shorter, the period of employment immediately preceding such Service); and

(iii) in the same manner and to the same extent that benefits were accrued for other employees during the period of Qualified Military Service;

(d) the returning employee will not be credited with any earnings with respect to any contribution before such contribution is actually made; and

(e) the returning employee will not be entitled to receive any allocation of any forfeiture with respect to the period of Qualified Military Service.

5. Notice

Any contributing Employer who reemploys a person under USERRA shall, within 30 days after the date of such reemployment, provide information, in writing, of such reemployment to the Plan.

6. Cost

The cost of any additional benefits earned by a person during Qualified Military Service shall be paid for as follows:

(a) by the contributing Employer reemploying its previous employee in a lump sum within 180 days after the employee's date of reemployment, or

(b) by the Plan. The Plan shall make the required allocation to the participant,

(i) first out of Plan earnings for the year in which the employee was reemployed, or

(ii) if such earnings are not sufficient, pro rata out of contributions made on behalf of other employees for that year.

7. HEART Act

If a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan had the Participant resumed and then terminated employment on account of death.