CHICAGO REGIONAL COUNCIL OF CARPENTERS
SUPPLEMENTAL RETIREMENT PLAN

Restated Effective October 1, 2021

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Chicago Regional Council Of Carpenters
Supplemental Retirement Plan

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ARTICLE 1

THE PLAN AND DEFINITIONS

1.1 The Plan. Effective as of October 1, 2010, the Board of Trustees (the "Trustees") of the Chicago Regional Council of Carpenters Supplemental Retirement Plan (the "Plan") adopted this profit sharing plan in accordance with a Closing Agreement, dated May 28, 2010, with the Internal Revenue Service as part of the Audit CAP Program under the Employee Plans Compliance Resolution System (EPCRS) under Revenue Procedure 2008-50. The Plan is a spin-off of the Chicago Regional Council of Carpenters Pension Fund Supplemental Annuity Plan (the "Supplemental Annuity Plan"), previously established effective July 1, 2000, under the Chicago Regional Council of Carpenters Pension Fund, to provide retirement benefits for eligible Employees. The Trustees intend the Plan to comply with Code section 401(a). The Plan was amended and restated, effective October 1, 2014 to reflect the amendments adopted to comply with recent changes and guidance under the 2013 Cumulative List of Changes in plan Qualification Requirements (IRS Notice 2013-84).

The Plan is now amended and restated, effective October 1, 2021 or such other dates specified within, to reflect the amendments adopted to comply with recent legal changes and guidance. This Article 1 and the following Articles, as amended from time to time, comprise the restated Plan. Except as otherwise expressly provided, the terms of the Plan as in effect at the time an individual terminates Employment shall be controlling with respect to that individual.

1.2 Definitions.

(a) Account. The record of each Participant's interest in the Trust Fund, divided into the following subaccounts:

- Employer Contribution Account (under the Pension Fund, known as the Annuity Contribution Account);
- Rollover Account.
- Local 496 Account (consisting of assets transferred from the Carpenters Local 496 Supplemental Retirement Plan to the Plan on behalf of the Participant adjusted for earnings).

(b) Administrator. The entity or individual designated by the Trustees to act as the executive administrative officer of the Trust Fund who has the authority to control and manage the administration of the Plan.

(c) Association. Any employer association that has entered into a written agreement with the Regional Council to contribute to the Plan, as defined in the Trust Agreement.

(d) Beneficiary. Any person, estate, trust or organization designated by a Participant in accordance with section 7.2 below to receive payment of the Participant's Account.

(e) Carpenter. Any employee engaged in doing work of the character falling within the jurisdiction of the United Brotherhood of Carpenters and Joiners of America and represented for collective bargaining purposes by any affiliate thereof.

(f) Code. The Internal Revenue Code of 1986, as amended and interpreted by applicable regulations and rulings.

(g) Collective Bargaining Agreement. An agreement between an Association or an Employer, and the Regional Council, requiring an Employer to contribute to the Plan on behalf of an Employee.

(h) Compensation.

(1) In General. Except as otherwise provided, Compensation shall mean an Employee's wages from the Employer or a Related Employer (within the meaning of Code section 3401(a)) and all other payments of compensation to an Employee, that are required to be reported on the Employee's IRS Form W-2 for income tax withholding purposes (or such other amount as required to be reported under Code sections 6041(d), 6051(a)(3), and 6052). Compensation must be determined without regard to any rules under Code section 3401(a) that limit compensation included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

(2) Inclusion of Elective Contributions. "Compensation" includes any amount that is contributed or deferred by the Employer at the election of the Employee and is not includable in the gross income of the Employee by reason of Code section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k) or 457(b).

(3) Additional Rules.

(A) Annual Compensation Limit. The annual Compensation of each Participant taken into account in determining allocations shall not exceed $290,000, as of January 1, 2021 and as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B). Annual Compensation means Compensation paid during the Plan Year.

(B) Compensation Timing Rules. Compensation paid within the later of 2½ months after severance from employment (within the meaning of Treasury Regulation section 1.415(a)-1(f)(5)(ii) for a multiemployer plan) or the end of the Plan Year that includes the date of severance from employment shall be included in Compensation if the payments, absent the severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular Compensation for services during the Employee's regular working hours, Compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar Compensation.

Compensation paid within the period described above in this paragraph (B) shall be included in Compensation if the payments are for unused accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is included in the Employee's gross income.

Payments not described above shall not be considered Compensation if paid after severance from employment, even if paid within the time period referenced above, except for (i) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service, and (ii) payments to a Participant who is permanently and totally disabled (within the meaning of Code section 22(e)(3)), provided the Participant was not a highly compensated employee (within the meaning of Code section 414(q)) immediately before becoming disabled or, alternatively, the Plan provides for the continuation of Compensation on behalf of all Participants who are permanently and totally disabled for a fixed or determinable period.

(C) Back Pay. Back pay, within the meaning of Treasury Regulations section 1.415(c)-2(g)(8) shall be treated as Compensation for a limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(i) Disability. A condition whereby a Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The Participant shall furnish, on a form provided by the Plan, the certification of a duly licensed physician acceptable to the Board of Trustees that the Participant is Disabled within the meaning of Section 1.2(i) as proof of his disability. In the sole discretion of the Board of Trustees, a finding by the Social Security Administration that the Participant is Disabled so that he qualifies for disability benefits under Title II of the Social Security Act may be substituted in lieu of the physician's certification.

(j) Early Retirement Age. A Participant's attainment of age 55.

(k) Effective Date. October 1, 2010.

(l) Employee. Any employee of an Employer on whose behalf an Employer is required to contribute to the Plan pursuant to a collective bargaining or other written agreement with the Council or with the Trustees but not including any

person who is prohibited by law from being covered under the Plan or whose inclusion would cause the Plan to lose its tax exempt status.

(m) Employer. Any employer which:

(1) on or after the effective date of the Plan has a Collective Bargaining Agreement or other written agreement with the Regional Council, either directly or as a member of an Association, or the Trustees requiring the employer to make contributions to the Plan;

(2) signs any predecessor agreement, or a Participation Agreement;

(3) is accepted for participation in the Plan by the Trustees or was a party to any predecessor trust agreement; and

(4) makes contributions to the Plan as required by the agreement providing for such contributions.

An Employer contributing pursuant to a Collective Bargaining Agreement shall cease to qualify as an Employer on the date the NLRB certifies the result of an election that terminates the Regional Council's or local union's representative status, the date that the Employer lawfully withdraws recognition from the Regional Council or local union, or the date on which the Regional Council's or local union's representative status terminates through a valid disclaimer of interest.

The term "Employer" may also include the Regional Council and any affiliate of the Regional Council, and any state, national or international labor organization of which the Regional Council is an affiliate; the Plan, or any other jointly-administered pension, health and welfare or other type of employee benefit plan to which the Regional Council is a party; if such organizations become obligated pursuant to a Participation Agreement with the Trustees to contribute to the Plan on behalf of its employees on substantially the same basis upon which other participating Employers are contributing to the Plan, is accepted for participation in the Plan by the Trustees and makes contributions to the Plan as required by the Participation Agreement. The Plan, the Regional Council or any other employee benefit plan becoming an Employer pursuant to the provisions of this paragraph shall not in any event participate in the selection or replacement of Employer Trustees or have any vote as an Employer on any matter and its Employees shall not be considered in connection with any determination required to be made by Employers of a stated percentage or majority of Employees.

(n) ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time, and interpreted by applicable regulations and rulings.

(o) Five-Percent Owner. A Participant who owns (or is considered owning within the meaning of Code section 318) more than 5% of the total combined voting power of all stock of the Employer or a Related Employer (within the meaning of Code section 416). For purposes of section 7.3 of the Plan, a Participant shall be treated as a Five-Percent Owner if the Participant is a Five-Percent Owner at any time during the Plan Year ending with or within the calendar year

in which such Participant attains his required beginning date, as defined in section 7.3(a)(1) of the Plan.

(p) Fund Office. The business office established by the Trustees as the Administrator of this Plan, known as the Office of the Chicago Regional Council of Carpenters Benefit Funds, located at 12 East Erie Street, Chicago, Illinois 60611.

(q) Highly Compensated Employee ("HCE"). Any Employee of the Employer or a Related Employer, within the meaning of by Code section 414(q) and applicable Treasury regulations, who:

(1) Was a Five-Percent Owner at any time during the Plan Year or the preceding Plan Year; or

(2) For the preceding Plan Year, received compensation (as defined in section 5.1(c)) from the Employer or a Related Employer in excess of $130,000, as of January 1, 2021 and (as adjusted in accordance with Code section 415(d)); or

(3) Is a former Employee that was:

(A) An HCE when such individual separated from service with the Employer; or

(B) An HCE at any time after attaining age 55.

(r) Income. The net gain or loss of the Trust Fund from investments including, but not limited to, interest, dividends, rents, profits, realized and unrealized gains and losses and expenses of the Plan or Trust Fund paid from the Trust Fund. To determine the Income of the Trust Fund for any period, the Trustees shall value the Trust Fund on the basis of its assets' fair market value.

(s) Normal Retirement Age. A Participant's attainment of age 60.

(t) Participant. An Employee who has satisfied the eligibility and participation requirements of Article 2 of the Plan. Where appropriate, the term "Participant" also includes Participants who are no longer eligible to actively participate under the Plan, Beneficiaries of a deceased Participant, or an alternate payee, as defined in Code section 414(p)(8), for whom an Account exists which has not been distributed in total.

(u) Participation Agreement. A written agreement between a person, firm, Association, corporation or limited liability corporation and the Trustees in which the employer agrees to become an Employer hereunder obligating the Employer to make contributions to the Plan on behalf of certain Employees of the Employer whether or not subject to the terms of a Collective Bargaining Agreement.

(v) Pension Fund. The Chicago Regional Council of Carpenters Pension Fund established under the Agreement and Declaration of Trust establishing the Chicago District Council of Carpenters Pension Fund originally dated May 31,

1957, and restated January 1, 2017, and as amended from time to time thereafter.

(w) Plan. The Chicago Regional Council Of Carpenters Supplemental Retirement Plan, as stated in this document and as amended from time to time.

(x) Plan Year. The period beginning on October 1 and ending September 30.

(y) Reciprocal Agreement. An agreement that the Trustees may enter with another retirement plan requiring that retirement plan and this Plan to forward contributions made on behalf of a travelling participant while working in that retirement plan's or the Plan's jurisdiction. A Reciprocal Agreement may be entered into by the Plan with a defined contribution or defined benefit retirement plan.

(z) Regional Council. The Chicago Regional Council of the United Brotherhood of Carpenters and Joiners of America, formerly known as the "Chicago and Northeast Illinois District Council of the United Brotherhood of Carpenters and Joiners of America."

(aa) Related Employer. A Related Employer shall mean:

(1) Any corporation, trade or business which is a member of a controlled group of corporations (as defined in Code section 414(b)) which includes the Employer;

(2) Any trade or business (whether or not incorporated) which is under common control (as defined in Code section 414(c)) with the Employer;

(3) Any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code section 414(m)) which includes the Employer; or

(4) Any other entity required to be aggregated with the Employer pursuant to regulations under Code section 414(o).

(bb) Spouse. Prior to June 26, 2013, the Participant's lawful opposite-sex spouse. The Plan recognizes a spouse in a manner consistent with governing law. Effective June 26, 2013, the Plan recognizes the marriage of a Participant to a same-sex spouse that was valid in the state where it was entered into regardless of whether the Participant is domiciled in a state that recognizes same-sex marriages.

(cc) Trust Agreement. The Chicago Regional Council Of Carpenters Supplemental Retirement Fund Trust Agreement entered into by and among the Trustees, the Regional Council and the Associations, effective January 1, 2017, as amended from time to time.

(dd) Trust Fund. The assets of the Plan held in trust by the Trustees.

(ee) Trustees. Those persons who have the authority to control and manage the operation and administration of the Plan and who also have authority to control and manage the Trust as specified in the Trust Agreement.

(ff) Union. Any local union affiliated with the Regional Council.

(gg) Valuation Dates. The last day of the Plan Year and such other dates as the Trustees determines for the purpose of valuing the Trust Fund pursuant to Article 4. Specific Valuation Dates re defined below:

(1) Annual Valuation Date. The close of the last day on which the New York Stock Exchange is open each Plan Year.

(2) Quarterly Valuation Date. The last day of each of the third, sixth, ninth and twelfth months of the Plan Year.

(3) Valuation Date. Each business day which the New York Stock Exchange is open.

(hh) Welfare Fund. The Chicago Regional Council of Carpenters Welfare Fund.

ARTICLE 2

ELIGIBILITY AND PARTICIPATION

2.1 Eligible Class of Employees. This Article 2 refers to Employees eligible to participate in the Plan as "Eligible Employees." An Eligible Employee is any Employee of the Employer for whom the Employer is obligated to contribute to the Plan pursuant to a Collective Bargaining Agreement or Participation Agreement.

2.2 Eligibility Requirements. An Eligible Employee shall participate in the Plan as of the Effective Date, as to current participants in the Pension Fund, or the applicable entry date identified in section 2.3 below.

2.3 Entry Dates. An Eligible Employee becomes a Plan Participant on the date after commencing employment as an Employee that he first completes service for which an Employer is required to contribute, and does contribute, to the Plan pursuant to a Collective Bargaining Agreement or Participation Agreement.

2.4 Termination of Participation. On the date a Participant's employment with an Employer terminates the Participant shall be deemed an inactive Participant. Status as an inactive Participant shall continue until the date the Plan has satisfied all liabilities with respect to the inactive Participant.

2.5 Participation Upon Reemployment. If a former or inactive Participant resumes employment in a position for which the Employer is obligated to contribute (and does contribute) to the Plan pursuant to a Collective Bargaining Agreement or Participation Agreement, he shall immediately participate in the Plan.

ARTICLE 3

CONTRIBUTIONS

3.1 Contributions Restrictions. All contributions provided for in this Article 3 are subject to the limitations and restrictions recited in Article 5.

3.2 Employer Contributions.

(a) The Administrator will deposit Employer contributions that the Plan receives on behalf of a Participant (pursuant to a Collective Bargaining Agreement, Participation Agreement or Reciprocal Agreement) into the Account maintained for the Participant. Deposits are contingent on the Plan receiving the Employer contribution.

(b) For travelling participants who have elected transfers to their "home fund" under a Reciprocal Agreement, the Administrator will transfer Employer contributions that the Plan receives on behalf of the travelling participant, pursuant to the terms of the Reciprocal Agreement. Reciprocal transfers are contingent on the Plan receiving the Employer contribution.

3.3 Rollover Contributions. Any Eligible Employee (as defined in section 2.1 of the Plan) may, with the approval of the Administrator, directly transfer to the Plan any portion of an eligible rollover distribution or a rollover contribution which he received personally from:

(a) A qualified plan described in Code section 401(a) or 403(a);

(b) An annuity contract described in Code section 403(b), excluding after-tax employee contributions; or

(c) An eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

The Plan will accept a Participant rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income. A direct rollover from a conduit individual retirement account or annuity will be accepted by the Plan.

The Plan will not accept a direct rollover of any after-tax employee contributions or after-tax employer contributions from a designated Roth account under an applicable retirement plan described in Code section 402A(c)(1).

The Plan will not accept a direct rollover of amounts attributable to contributions made on behalf of the Participant while he was a key employee in a top-heavy plan.

Amounts not transferred in a direct rollover must be deposited in the Plan within the time limits required by law. An "eligible rollover distribution" will be determined under Code section 402(c)(4). The Trustees may require such documentation and

information as it deems necessary to determine whether the rollover contribution is valid and may instruct the Administrator to refuse or accept the contribution.

The rollover contribution will be allocated to a Rollover Account established for the Employee pursuant to the terms of the Plan.

If a rollover contribution is later determined by the Trustees to have been an invalid rollover contribution, the Trustees shall instruct the Administrator to distribute to the Employee the amounts held in Trust attributable to the rollover contribution.

3.4 Transfer from Pension Fund. The Trustees shall accept a trustee-to-trustee transfer of assets from the Supplemental Annuity Plan under the Pension Fund, provided the transfer would not result in the elimination of a Code section 411(d)(6) protected benefit. If assets received in a trustee-to-trustee transfer are later determined by the Trustees not to be qualified plan assets, the Trustees shall distribute such assets to the individual for whom the transfer account was established.

3.5 Participant After-Tax Employee Contributions. The Plan does not require or permit Participants to make after-tax employee contributions to the Trust Fund.

3.6 Payment of Contributions to the Trustee. The Employer shall pay its contribution pursuant to the terms of the Collective Bargaining Agreement or Participation Agreement, and contribution procedures adopted by the Trustees.

ARTICLE 4

VALUATION

4.1 Allocation of Income to Accounts. Participant Accounts will be valued as of each Valuation Date in accordance with the income accounting applicable to each investment fund in which the assets of the Accounts are invested. Accounts will be adjusted to reflect applicable contributions, Income and expenses, and all other transactions since the preceding Valuation Date.

4.2 Valuation of a Participant's Account. The Trustees shall determine the value of a Participant's Account for purposes of Articles 6 and 7 as of the Valuation Date immediately preceding the date a distribution occurs or commences as if such Valuation Date were the last day of a Plan Year. The valuation shall include all contributions that the Plan has received as of the date of distribution.

ARTICLE 5

CONTRIBUTION AND ALLOCATION RESTRICTIONS

5.1 Section 415 Limits on Allocations.

(a) Maximum Annual Addition. The annual addition to a Participant's Account for any limitation year shall not exceed the lesser of:

(1) $58,000, as of January 1, 2021 and as adjusted for increases in the cost of living under Code section 415(d); or

(2) 100% of the compensation paid or made available to the Participant in such year.

The compensation limit referred to in (2) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an annual addition.

(b) Definition of Annual Additions. "Annual additions" are Employer contributions, Employee contributions and forfeitures contributed on behalf of a Participant to this Plan and all other defined contribution plans maintained by the Employer or a Related Employer for the limitation year.

(1) Defined Contribution Plan. A "defined contribution plan" for purposes of determining annual additions is:

(A) A qualified plan described in Code sections 401(a) or 403(a);

(B) An annuity contract described in Code section 403(b);

(C) A simplified employee pension described in Code section 408(k);

(D) Mandatory employee contributions to a defined benefit plan described in Code section 411(c)(2)(C);

(E) Individual medical benefit accounts described in Code section 401(h); and

(F) Post-retirement medical accounts established for key employees pursuant to Code section 419A(d)(2).

(2) Exclusions from Annual Additions. Annual additions shall not include the allocation to a Participant's Account of Income and rollovers, if any, pursuant to Article 3. Annual additions shall not include restorative payments. For this purpose, a restorative payment is a payment made to restore some or all of the Plan's losses due to an action (or a failure to act) that creates a reasonable risk of liability for a breach of fiduciary duty under Title I of ERISA (other than a breach of fiduciary duty arising from failure to remit contributions to the Plan) or under other applicable

federal or state law where Participants who are similarly situated are treated similarly with respect to payments.

(c) Definition of Compensation for Annual Additions. "Compensation," for purposes of this section 5.1 shall mean an Employee's wages from the Employer or a Related Employer, within the meaning of Code section 3401(a) and all other payments of compensation to an Employee, which are required to be reported on the Employee's IRS Form W-2 for income tax withholding purposes (or such other amount as required to be reported under Code sections 6041(d), 6051(a)(3) and 6052). Compensation must be determined without regard to any rules under Code section 3401(a) that limit compensation included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

(1) Inclusion of Elective Deferrals. "Compensation" includes elective deferrals (as defined in Code section 402(g)(3)) and any amount which is contributed or deferred by the Employer at the election of the Employee and not includible in the gross income of the Employee by reason of Code sections 125, 132(f)(4), or 457.

(2) Compensation Timing Rules. Compensation must be paid or treated as paid to an Employee prior to the Employee's severance from employment. However, compensation paid within the later of 2-1/2 months after severance from employment (within the meaning of Treasury regulation section 1.415(a)-1(f)(5)(ii) for a multiemployer plan) or the end of the limitation year that includes the date of severance from employment shall be included in Compensation if the payments, absent the severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation.

Compensation paid within the period described in this paragraph (2) above shall be included in Compensation if the payments are for unused accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment with the Employer and only to the extent that the payment is includible in the Employee's gross income.

Payments not described above shall not be considered Compensation if paid after severance from employment, even if paid within the time period referenced above, except for (i) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service, and (ii) payments to a Participant who is permanently and totally disabled

(within the meaning of Code section 22(e)(3), provided the Participant was not a highly compensated employee (within the meaning of Code section 414(q)) immediately before becoming disabled or, alternatively, the Plan provides for the continuation of Compensation on behalf of all Participants who are permanently and totally disabled for a fixed or determinable period.

(3) Back Pay. Back pay, within the meaning of Treasury regulations section 1.415(c)-2(g)(8) shall be treated as compensation for a limitation year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

(4) Annual Compensation Limit. Compensation shall not exceed $290,000 as of January 1, 2021 and as adjusted for increases in the cost of living in accordance with Code section 401(a)(17)(B).

(5) Limitation Year Compensation. Compensation for a limitation year shall not include amounts earned but not paid during the limitation year.

(6) Aggregation and Other Rules. The limitations of this section 5.1 shall be determined and applied taking into account the aggregation rules in Treasury regulations section 1.415(f)-1.

(A) The benefits under this Plan are not aggregated with any other multiemployer plans as defined in Code section 414(f).

(B) Only Compensation received by the Participant from an Employer is taken into account in applying the compensation limitations of Code section 415.

(C) Notwithstanding subsection (B) above, for purposes of applying the limitations under section 5.1, a Participant's benefits under this Plan shall be aggregated with benefits received by the Participant under another defined contribution plan maintained by his Employer that is not a multiemployer plan pursuant to the following rule. In aggregating benefits under this Plan with any plan that is not a multiemployer plan maintained by a Participant's Employer, only the benefits under this Plan from an Employer shall be treated as benefits provided under a plan maintained by such Employer.

(D) In the event that annual additions received in any limitation year by a Participant exceed the limits under Code section 415 as a result of the mandatory aggregation of this Plan with the annual additions under another plan maintained by his Employer that is not a multiemployer plan, the benefits of such other plan shall be reduced to the extent necessary to comply with Code section 415.

(d) Definition of Limitation Year. The "limitation year" shall be the calendar year. For any period that is less than 12-consecutive calendar months, the limitation year for purposes of Code section 415 shall be the period in which the Plan was

in effect. The compensation to be considered in obtaining the maximum contribution for the short Plan Year shall be the compensation received for such periods and the dollar limitation for purposes of Code section 415 shall be multiplied by a fraction the numerator of which is the number of months in the short period and the denominator of which is 12.

(e) Definition of Related Employer. For purposes of this section, Related Employer shall have the meaning prescribed in section 1.2(aa), except that "more than 50-percent" shall be substituted for "at least 80-percent" each place it appears in Code section 1563(a)(1).

5.2 Top Heavy Restrictions. In order to comply with the provisions of Code section 416, this section 5.2 shall apply to contributions made on behalf of any Employee not covered by a collective bargaining agreement. In the event any Participant is not considered a collectively bargained employee (within the meaning of Treasury Regulation section 1.410(b)-6(d)), then the Trustees shall apply the tests recited in Code section 416 to determine if the Plan is top-heavy. Code section 416 and Treasury Regulation section 1.416-1 are hereby incorporated by reference.

(a) General Rule. Generally, the Plan will be "top heavy" for any Plan Year, if any of the following conditions exist:

(1) The top-heavy ratio for this Plan exceeds 60% and this Plan is not part of any Required Aggregation Group or Permissive Aggregation Group of plans.

(2) This Plan is part of a Required Aggregation Group of plans but not part of a Permissive Aggregation Group and the top-heavy ratio for the group of plans exceeds 60%.

(3) This Plan is part of both a Required Aggregation Group and a Permissive Aggregation Group of plans and the top-heavy ratio for the Permissive Aggregation Group of plans exceeds 60%.

The top-heavy ratio for this Plan alone, or for the Required or Permissive Aggregation Group, as appropriate, is a fraction, the numerator of which is the sum of the Account balances under the aggregated defined contributions plan(s) of all Key Employees as of the determination date (including any part of the Account balance distributed in the one-year period ending on the determination date (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or Disability)) and the present value of accrued benefits under the aggregated defined benefit plan(s) for all Key Employees as of the determination date, and the denominator of which is the sum of all Account balances (including any part of any Account balance distributed in the one-year period ending on the determination date (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or Disability)) and the present value of accrued benefits under the defined benefit plan(s) for all Participants as of the determination date, all computed in accordance with Code section 416 and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the one-year period ending on

the determination date (five-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or Disability).

The value of Account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within, or ends with, the 12 month period ending on the determination date. The Account balances and accrued benefits of a Participant (1) who is not a Key Employee but who was a key employee in a prior year, or (2) who has not been credited with at least one Hour of Service, during the one-year period ending on the determination date will be disregarded.

For purposes of this section, "Key Employee" shall mean any Employee or former Employee (including any beneficiary under the Plan of a deceased Employee) who, at any time during the Plan Year which includes the determination date, is:

(1) An officer of the Employer having annual compensation greater than $185,000, as of January 1, 2021 and (as adjusted under Code section 416(i)(1));

(2) A Five Percent Owner of the Employer; or

(3) A one percent owner of the Employer having annual compensation in excess of $150,000.

For this purpose, annual compensation means compensation within the meaning of Code section 415(c)(3). The determination of who is a Key Employee will be made in accordance with Code section 416(i)(1) and the applicable regulations and other guidance of general applicability issued thereunder.

(b) Determination Date. For the first Plan Year, the "determination date" is the last day of that Plan Year. For any other Plan Year, the "determination date" is the last day of the immediately preceding Plan Year.

(c) Aggregating Plans. In determining whether the Plan is top heavy, the Trustees shall aggregate the Plan with (1) each other qualified plan of the Employer in which at least one Key Employee participated during the Plan Year containing the determination date or any of the four immediately preceding Plan Years (regardless of whether the plan has terminated) and (2) each other qualified plan of the Employer or a Related Employer, which enables any plan in which a Key Employee participates to meet the requirements of Code sections 401(a)(4) or 410(b) (the "Required Aggregation Group"). The Trustees may, in making its determination, aggregate the Plan with the Required Aggregation Group of plans of the Employer or a Related Employer if such plans, as a group, would continue to meet the requirements of Code sections 401(a)(4) and 410(b) (the "Permissive Aggregation Group"). In determining whether this Plan is top heavy, the Trustees shall consider the present value of accrued benefits and the sum of account balances under all plans aggregated pursuant to Code section 416. For purposes of top-heavy testing, each Employer will be tested separately.

(d) Consequences. If the Plan is top heavy for a year, the following contribution shall apply with respect to Participants who are not collectively bargained employees.

(1) Allocation. As of the last day of any Plan Year during which the Plan is top heavy, Employer contributions and forfeitures allocated on behalf of any Participant who is (A) not a Key Employee, (B) employed by an Employer on the last day of such Plan Year (without regard to the number of Hours of service he completed during such Plan Year), (C) not a collectively bargained employee, and (D) employed by an Employer that is part of an aggregation group (as defined in section 5.1(c)) that is top-heavy, shall not be less than a top heavy contribution. A "top heavy contribution" is an Employer contribution equaling (when combined with Employer contributions on behalf of such Participant to this and other qualified defined contribution plans maintained by an Employer) the lesser of (A) 3% of the Participant's compensation, or (B) the same percentage of the Participant's compensation for such year as the highest percentage of a Key Employee's compensation that the allocation of Employer contributions and forfeitures (including allocations of elective contributions and matching contributions) to that Key Employee's Account totals for such year. Compensation for purposes of this section shall mean "compensation" as defined in section 5.1(c) of the Plan.

(2) Coordination with Other Plans. There shall be no duplication of the minimum benefits required under Code section 416. The required top-heavy Employer contributions for any Plan Year for the benefit of each Participant who was not a Key Employee and who is a Participant in another qualified plan maintained by the Employer shall not be less than 5% of such Participant's Compensation, unless the top-heavy benefit is provided under the defined benefit plan.

ARTICLE 6

VESTING

6.1 Accounts are Fully Vested. A Participant's interest in his Account shall be fully vested and nonforfeitable at all times.

6.2 Change in Vesting Schedule. A change in the Plan's vesting schedule shall not reduce a Participant's vested and nonforfeitable interest in his Account. If the Plan's vesting schedule is changed, the vested interest of the Account of an Employee who is a Participant as of the later of the date the amendment is adopted or becomes effective shall not be less than the vested interest computed without regard to such amendment or change. If the Plan's vesting schedule is changed, a Participant who has accumulated at least three Years of Service may elect to determine the vested interest in his Account under the revised vesting schedule or the vesting schedule prior to the change. The Participant's election shall be made during the election period which begins with the date the amendment is adopted or deemed to be made and ends 60 days after the latest of the date the amendment is adopted, becomes effective, or the date the Participant is issued written notice of the amendment.

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

ARTICLE 7

DISTRIBUTIONS

7.1 Distribution Upon Termination of Employment. A Participant's vested Account shall not be distributed prior to the Participant's termination of employment, unless specifically authorized by Plan section 7.6 or 7.7. "Termination of employment" means the retirement, resignation or other voluntary or involuntary termination of an Employee's employment with an Employer. An Employee on an authorized leave of absence with an Employer shall not be deemed to have experienced a termination of employment. The Trustees will determine whether an Employee has experienced a termination of employment based on information available to them.

(a) Timing of a Distribution. A Participant may elect to receive a distribution of his vested Account upon the occurrence of one of the following:

(1) Qualifying for and commencing a retirement benefit distribution from the Pension Fund, the Chicago Regional Council of Carpenters Millmen Pension Fund, or other similar industry defined benefit pension fund;

(2) Failure to receive a Plan contribution for 24-consecutive months;

(3) Attainment of Normal Retirement Age;

(4) Termination of employment. A terminated Participant may withdraw all or any portion of the vested interest in his Account. Only one withdrawal under this subsection (4) is permitted during any rolling 12 months. The maximum amount available for withdrawal under this subsection (4) will be determined as follows:

(A) The Administrator will first establish the terminated Participant's Employer Contribution Account balance as of the date that the terminated Participant's application for withdrawal under subsection (4) above is received by the Fund Office or other location or entity as designated by the Trustees.

(B) Contributions received by the Plan on the terminated Participant's behalf during the 24 month period preceding the date the terminated Participant's application is received by the Fund Office or other location or entity as designated by the Trustees, will be subtracted from the terminated Participant's Employer Contribution Account balance as determined under subsection (4)(A) above.

(C) The resulting portion of the terminated Participant's remaining Employer Contribution Account balance will be the maximum amount available for withdrawal.

(5) In the event that a Participant has separated from service and has not worked in employment or self-employment covered by a Collective Bargaining Agreement or Participation Agreement, and has failed to

receive a Plan contribution for 12-consecutive months, he may elect to receive a lump sum distribution of his Account, provided his Account balance is less than $5,000; or

(6) With respect to assets in a Participant's Local 496 Account, upon attainment of age 55, subject to the Participant's termination of industry employment. "Industry employment" for the purposes of this subsection 7.1(a)(6) shall mean employment for which an Employer contributing to the Trust Fund is required to make contributions on the Employee's behalf, or employment by a former Employee for which no Employer contributions are made to the Trust Fund but which occurs within the jurisdictional area previously assigned to Carpenters Local 496 and in a job classification or trade activity for which an Employer contributing to the Trust Fund would have been required to make contributions on the Employee's behalf. Such employment shall include, but not be limited to, self-employment.

The Trustees shall distribute the vested Account as soon as administratively feasible following the date of the terminated Participant's election.

(b) Postponing Distributions. The Participant may elect to postpone distribution of his vested Account until 60 days after the close of the Plan Year in which the latest of the following occurs:

(1) the Participant attains his Normal Retirement Age;

(2) the 10th anniversary of the year in which the Participant commenced participation in the Plan; or

(3) the Participant terminates employment.

Notwithstanding the preceding sentence, the Participant may elect to further defer the distribution of his vested Account to the Participant's required beginning date as defined in section 7.3. A Participant's failure to elect an immediate distribution shall be deemed an election to postpone distribution. If a Participant does not elect a distribution sufficient to meet the minimum required distribution requirement of section 7.3, the Trustees shall distribute the Participant's Account as follows:

(1) Accounts More Than $500. If a Participant's vested Account is valued at more than $500 as of the February 15 prior to the Participant's required beginning date as defined in section 7.3 or any subsequent November 15, the Trustees shall distribute the Participant's required minimum distribution to the Participant in a single lump sum no later than the date the required minimum distribution is due. Participant consent shall not be required.

(2) Accounts Equal to or Less Than $500. If a Participant's vested Account is valued at $500 or less as of the February 15 prior to the Participant's required beginning date as defined in section 7.3 or any subsequent November 15, the Trustees shall make a mandatory single lump sum distribution of the Participant's entire vested Account no later than the date the required minimum distribution is due. If any portion of the

mandatory distribution is an eligible rollover distribution as defined in section 7.1(e)(1), the mandatory distribution shall not be made earlier than 30 days from the date the Trustees provide notice of the right to elect payment in a direct rollover pursuant to section 7.1(e).

(c) Consent to Distribution. A Participant must consent in writing to any distribution of the Participant's vested Account. The Participant's consent to a distribution shall be effective only if made within the notice period no less than 30 days and no more than 180 days before the date the Account becomes payable. If a Participant affirmatively elects to receive a distribution, the Trustees are not required to delay the distribution until 30 days after the notice has been provided. The Participant's consent shall not be required if the distribution is necessary to satisfy a provision of the Code, including Code sections 401(a)(9) or 415.

Unless the Participant can demonstrate that there is no Spouse or that the Spouse cannot be located, any election to receive a distribution of his Account shall not be effective unless and until the Spouse's written consent is obtained, the consent acknowledges the effect of such election, and the consent is witnessed by a notary public or a Plan representative. With the exception of amounts attributable to assets transferred to the Plan from the Carpenters Retirement Savings Plan of Illinois, such Spousal consent is required for each distribution election. If a distribution is subject to Spousal consent, and if the Spouse does not consent, then the Participant may elect equal monthly installments over the joint and survivor life expectancy of the Participant and the Spouse, with the Spouse qualifying as the Beneficiary, pursuant to section 7.1(d)(3) of the Plan.

(d) Form of Payment. Subject to the Spousal consent requirements of section 7.1(c) of the Plan, a Participant who is eligible for a distribution pursuant to section 7.1(a) of this Plan may elect distribution in one of the methods listed below.

(1) A single lump sum.

(2) Equal monthly, quarterly, semi-annual or annual installments, as adjusted to reflect Income allocated to the Participant's vested Account after payments begin. Participants who elect an installment method of distribution are permitted to change their election once in a 12 month period.

(3) Equal monthly, quarterly, semi-annual or annual installments over a period certain not extending beyond the joint and last survivor expectancy of the Participant and his designated Beneficiary.

(4) In addition to single lump sum distribution rights available under the Plan, an election to take a partial lump sum distribution may be made once during a rolling 12-month period and may be for any amount up to 100% of the balance in the Participant's Account. However, a Participant, surviving Spouse or beneficiary may take a second distribution during a rolling 12-month period provided the second distribution is 100% of the remaining balance in the Participant's Account.

(5) A partial lump sum distribution in conjunction with equal monthly, quarterly, semi-annual or annual installments elected pursuant to paragraphs (2) and (3) of this section.

Installments under subsections (2), (3), (4), and (5) may not be elected unless the Participant's vested Account balance exceeds $1,000.

(e) Direct Rollovers. The Trustees shall provide the Participant with notice of the right to elect payment in the form of a direct rollover of any Eligible Rollover Distribution. Such notice shall be provided at least 30 days, and no more than 180 days, before the date of distribution. The portion of any payment to be made in a direct rollover must equal at least $500. Distribution of a Participant's vested Account may not be made prior to 30 days from the date the Trustees provides the Participant with this notice, unless the Participant makes an affirmative election as to the form of payment. Failure to elect a direct rollover within 30 days from the date the notice is provided to the Participant shall be deemed an election not to make a direct rollover.

The terms used in this section shall have the following meaning:

(1) Eligible Rollover Distribution. Any distribution of all or any portion of a Participant's vested Account balance, except that an eligible rollover distribution does not include: (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more; (B) any distribution to the extent such distribution is required under section 7.3 and described in Code section 401(a)(9); (C) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (D) any hardship distribution; or (E) any other distribution that is reasonably expected to total less than $200 during a calendar year.

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

This definition of eligible retirement plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order as defined in Code section 414(p).

An eligible retirement plan shall mean a Roth IRA described in Code section 408A provided that eligible rollover distributions made on or

after January 1, 2008 are subject to the adjusted gross income limits of Code section 408A(c)(3)(B), as applicable, and the distribution rules of Code section 408A(d)(3).

(3) Participant. For purposes of this section, a Participant includes (A) an Employee or former Employee, (B) a beneficiary who is the surviving Spouse of an Employee or former Employee, or (C) an alternate payee under a qualified domestic relations order (as defined in Code section 414(p)) who is the former Spouse of an Employee or former Employee.

(4) Direct Rollover. Payment by the Plan to the eligible retirement plan specified by the Participant.

(5) Non-Spouse Beneficiary Rollovers. If a beneficiary designated pursuant to section 7.2(a) is an individual other than the surviving Spouse of the Participant, the beneficiary, by a direct rollover, may rollover all or any portion of a distributed amount that is an Eligible Rollover Distribution without regard to the requirement that the recipient of the distribution be a Participant. The direct rollover must be made to an individual retirement plan described in Code section 408(a) or (b) (an "IRA") that is established for the purpose of receiving the distribution on behalf of the beneficiary and will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11). If the amount distributed from the Plan is received by the beneficiary, the distribution is not eligible for rollover. If the Participant's designated beneficiary is a trust within the meaning of Code section 401(a)(9)(E), the Plan may make a direct rollover to an IRA on behalf of the trust. The Administrator shall administer rollovers for non-Spouse beneficiaries in accordance with all applicable law and guidance.

7.2 Distribution Upon Death. The Account of a deceased Participant shall be distributed in accordance with Code section 401(a)(9), applicable Treasury regulations and the provisions of this section 7.2.

(a) Designation of Beneficiary. Each Participant may designate, in a manner approved by the Trustees, one or more beneficiaries to receive payment of the Participant's Account and may, in addition, name a contingent beneficiary. The individual(s) designated shall be the Participant's designated beneficiary pursuant to Code section 401(a)(9). A Beneficiary designation filed with the Trustees and bearing the latest date of execution, received by the Fund Office a reasonable period of time prior to the date of distribution or date of death shall be conclusive upon all persons of the designation of the Beneficiary or Beneficiaries named therein. Beneficiary designations postmarked prior to the date of death will be accepted.

(1) Married Participants. The beneficiary as to 100% of the Account of a Participant married at the time of death shall be the Participant's surviving Spouse, unless the Participant's Spouse consents to the designation of an alternative beneficiary or the Participant prior to death completes a beneficiary designation form and evidences to the satisfaction of the Trustees that the Spouse cannot be located. Spousal consent shall be in writing, acknowledging the effect of such election

and witnessed by a notary public or Plan representative. Any change in, or revocation of, a Participant's designated beneficiary shall again require spousal consent.

(2) No Beneficiary Designated. If, at the time of the Participant's death, no valid beneficiary designation is on file with the Trustees, the Plan shall distribute the Participant's Account to the Participant's surviving Spouse or, if none, to his surviving biological or legally adopted child or children, in equal shares or, if none, to his surviving parents, in equal shares, or if none, to the Participant's estate or if no estate, pursuant to the intestate succession rules of Illinois.

(3) Multiple Beneficiaries. If a Participant has designated more than one Beneficiary, and a Beneficiary predeceases the Participant, the deceased Beneficiary's share shall be allocated between or among the other Beneficiaries in proportion to their shares. If more than one Beneficiary has been designated without specifying the share to each, payments shall continue to be made equally to such of the designated Beneficiaries as shall be living.

(4) Spousal Designation Following Divorce. In the event a Participant's marriage is legally terminated by divorce, any prior beneficiary designation naming the former Spouse as Beneficiary (but not other Beneficiary designations) shall be null and void. If no other beneficiary was designated, then Plan section 7.2(a)(2) shall apply; if the former Spouse was named as one of multiple Beneficiaries, then the former Spouse's share shall be allocated between or among the other Beneficiaries in proportion to their shares. If the Participant desires to retain the former Spouse as beneficiary, the Participant must complete a new beneficiary designation form after the marriage is legally terminated by divorce, listing such former Spouse as Beneficiary, unless a qualified domestic relations order specifically provides for the former Spouse as alternate payee to be named a beneficiary to all or a portion of the Participant's Account.

(b) Death Before Distribution of Account. A deceased Participant's entire Account shall be distributed or shall begin to be distributed in any form of payment available under the Plan as elected by the Participant's beneficiary, or beneficiaries, in a manner approved by the Trustees. Distribution(s) shall be made as follows:

(1) Surviving Spouse Is Sole Beneficiary. If a Participant's surviving Spouse is the Participant's sole beneficiary and the surviving Spouse elects to receive a distribution of the Participant's Account:

(A) in a single lump sum or installments that do not to exceed five years from the calendar year in which the Participant died, then distribution shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death or the calendar year in which the Participant would have attained his required beginning date, as defined in Plan section 7.3(a), if later; or

(B) in an optional form that provides payments over a period exceeding five years from the calendar year in which the Participant died, then periodic distributions shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or the calendar year in which the Participant would have attained his required beginning date, as defined in Plan section 7.3(a), if later.

(2) Beneficiary Other Than Surviving Spouse. If a Participant's surviving Spouse is not the Participant's sole designated beneficiary distribution of the Participant's benefit will be as described below.

(A) Participant Death Prior to January 1, 2022. The Participant's designated beneficiary may elect to receive a distribution of the Participant's Account:

(i) in a single lump sum from the calendar year in which the Participant died, then distribution shall be made by December 31 of the calendar year containing the tenth anniversary of the Participant's death; or

(ii) in an optional form that provides payments over a period not to exceed ten years from the calendar year in which the Participant died, then periodic distributions shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. The entire share of the Participant's Account owed to the designated beneficiary shall be paid by the December 31 of the calendar year containing the tenth anniversary of the Participant's death.

(B) Participant Death On or After January 1, 2022. The Participant's designated beneficiary may elect to receive a distribution of the Participant's Account in an optional form of benefit permitted under the Plan, provided the entire share of the Participant's Account owed to the designated beneficiary is paid by the December 31 of the calendar year containing the tenth anniversary of the Participant's death.

(3) No Designated Beneficiary. If there are no designated beneficiaries as of a Participant's date of death who remain beneficiaries as of September 30 of the calendar year following the calendar year of the Participant's death, then the Participant's entire Account shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death pursuant to Plan section 7.2(a)(2) and (3).

(4) Required Minimum Distributions for Periodic Payments.

(A) Participant Survived by Designated Beneficiary. If a Participant dies before the Participant's Account is distributed, there is a surviving designated beneficiary and distribution is not made in a single lump sum, then the minimum amount that must be

distributed for each distribution calendar year after 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 follows:

(i) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then 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.

(ii) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then 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.

(B) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under section 7.3(b)(1) above, then section (A) above will apply as if the surviving Spouse were the Participant.

(C) Life Expectancy. For purposes of this section, "life expectancy" shall be computed using the Single Life Table contained in § 1.401(a)(9)-9, Q&A-1 of the regulations. If a Participant so elects, the life expectancy of the Participant and his Spouse shall be recalculated annually. Such election shall be irrevocable as to the Participant (or Spouse) and shall apply to all subsequent years. In the absence of such an election, life expectancies shall not be recalculated. The life expectancy of a non-Spouse Beneficiary may not be recalculated.

(c) Death On or After Date Distributions Begin When Participant Is Survived by Designated Beneficiary. If a Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that shall 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 Participant's designated Beneficiary, determined as follows:

(1) 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.

(2) If the Participant's surviving Spouse is the 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.

(3) If the Participant's surviving Spouse is not the Participant's sole designed 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.

(d) Death On or After Date Distributions Begin With No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of the September 30 of the year after the year of the Participant's death, the minimum amount that will distributed to the Beneficiary identified in Plan section 7.2(a)(2) and (3) 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.

7.3 Required Lifetime Distributions. Notwithstanding the other provisions of this Article 7, the Plan shall distribute each Participant's vested Account consistent with Code section 401(a)(9), including the minimum distribution incidental benefit requirement, which the Plan incorporates by reference.

(a) Required Beginning Date. Distribution of a Participant's vested Account shall begin no later than his "required beginning date," determined as follows:

(1) Five-Percent Owners. The required beginning date of a Participant who is a Five-Percent Owner is the April 1 following the calendar year in which the Participant attains age 70-1/2. Effective for Participants who have not attained age 70-1/2 prior to January 1, 2020, the required beginning date of a Participant who is a Five-Percent Owner is the April 1 following the calendar year in which the Participant attains age 72. Once distributions from the Plan have begun to a Five-Percent Owner, such distributions shall continue, even if the Participant ceases to be a Five-Percent Owner in a subsequent year.

(2) Participants Other Than Five-Percent Owners. The required beginning date of a Participant who is not a Five-Percent Owner is the April 1 following the later of the calendar year in which the Participant (A) attains age 70-1/2 or (B) retires from employment. Effective for Participants who have not attained age 70-1/2 prior to January 1, 2020,

the required beginning date of a Participant who is not a Five-Percent Owner is the April 1 following the later of the calendar year in which the Participant (A) attains age 72 or (B) retires from employment.

(b) Limits on Distribution Periods. Payments of a Participant's vested Account shall occur over a period of time calculated as of the calendar year immediately preceding the calendar year which contains the Participant's required beginning date (the "first distribution calendar year"). As of the first distribution year, distributions to a Participant, if not made in a single-sum, may only be made over one of the following periods:

(1) The life of the Participant;

(2) The joint lives of the Participant and a designated beneficiary;

(3) A period certain not extending beyond the life expectancy of the Participant; or

(4) A period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated beneficiary.

(c) Amount Required to Be Distributed. A Participant who attains his required beginning date shall elect to begin payment in any optional form of payment available to the Participant. If the Participant does not receive payment in a single lump sum, the maximum amount that shall be distributed for each calendar year beginning with the first distribution calendar year is the lesser of:

(1) The quotient obtained by dividing the Participant's vested 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

(2) If the Participant's Spouse is the Participant's sole designated beneficiary for the distribution calendar year, the quotient obtained by dividing the Participant's vested 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.

(d) Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions shall be determined beginning with the first distribution calendar year and continue up to, and including, the distribution calendar year that includes the Participant's date of death.

(e) 2009 Required Minimum Distributions. To document a historical provision in the former Supplemental Annuity Plan, notwithstanding any provision of this section 7.3 and any other provisions of this Article or the former Supplemental Annuity Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions under Code section 401(a)(9) for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 RMDs"), and

who would have satisfied that requirement by receiving distributions that are equal to the 2009 RMDs will not receive those distributions for 2009 unless the Participant or Beneficiary chooses to receive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence.

Notwithstanding the above, if the Participant or Beneficiary is currently receiving as of January 1, 2009, a monthly, quarterly or annual installment payment subject to section 8.2(c) or (d) of the Supplemental Annuity Plan (that includes the 2009 RMDs), *i.e.*, Extended 2009 RMDs, the Participant or Beneficiary will continue to receive those distributions unless the Participant or Beneficiary chooses not to receive such distributions as 2009 RMDs. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence if the requirements of Code section 72 are satisfied.

In addition, notwithstanding section 8.13 of the Supplemental Annuity Plan, and solely for purposes of applying the direct rollover provisions of the Supplemental Annuity Plan, the 2009 RMDs and Extended 2009 RMDs will be treated as eligible rollover distributions if paid. Notwithstanding section 13.1 of the Supplemental Annuity Plan, the Supplemental Annuity Plan will not accept a rollover contribution that includes 2009 RMDs or Extended RMDs that were paid from the Supplemental Annuity Plan.

(f) 2020 Required Lifetime Distributions. Notwithstanding any provision of this section 7.3 and any other provisions of this Article, a Participant or Beneficiary who would have been required to receive required minimum distributions under Code section 401(a)(9) for 2020 but for the enactment of Code section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs, or one or more payments (that include 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancies) of the participant and the participant's designated beneficiary, will receive those distributions for 2020 unless the Participant or Beneficiary chooses to waive such distributions. Participants and Beneficiaries described in the preceding sentence will be given the opportunity to waive the 2020 RMDs as described in this Section 7.3(f). In addition, the 2020 RMDs will be treated as eligible rollover distributions if paid.

A Participant's vested Account is determined as of the last Valuation Date in the calendar year immediately preceding the calendar year for which a distribution is required, adjusted as follows: Increased by the amount of any contributions or forfeitures, if any, allocated to the Account as of dates in such calendar year after the Valuation Date and decreased by distributions made in such calendar year after the Valuation Date.

7.4 Loans. The Plan and Trust Fund do not allow the extension of any loan to a Participant.

7.5 Distributions Upon Disability. A Participant who the Trustees determine to be Disabled (see Article 1, Section 1.2(i)) is entitled to a distribution in the same manner as a Participant who qualifies under section 7.1(a).

7.6 Hardship Withdrawals. An active Participant may withdraw any portion of his Employer Contribution Account (not less than $1,000 or the entire vested Employer Contribution Account, if less) upon appropriate notice to the Trustees seeking a withdrawal that results from a "hardship." Any hardship withdrawal election must satisfy the Spousal consent requirements of Section 7.1(c). A withdrawal will be deemed to result from a "hardship" if the withdrawal:

(a) Is for the purpose of:

(1) The payment of medical expenses less than two years old described in Code section 213(d) incurred by or necessary for the Participant, his Spouse or dependents to obtain medical care described in Code section 213(d) (determined without regard to whether the expenses exceed any limitation on adjusted gross income);

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

(3) The payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for the Participant, his Spouse, children or dependents as defined in Code section 152 and determined without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B);

(4) The need to prevent the eviction from, or mortgage foreclosure of, the Participant's principal residence; or

(5) The payment of funeral or burial expenses for the Participant's deceased parent, Spouse, child, or dependents (as defined in Code section 152 without regard to Code section 152(d)(1)(B)); and

(b) The withdrawal does not exceed the amount of the financial need, including any amount necessary to pay federal, state or local taxes or penalties reasonably anticipated to result from the withdrawal. Additionally, the Participant must certify that he has obtained all currently available distributions (other than hardship withdrawals) pursuant to this Plan or any other plan maintained by the Trustees.

A Participant must establish the extent of such need by providing such documentation as may be required by the procedures established by the Trustees. If a Participant is able to provide satisfactory documentation in support of only a portion of a particular hardship withdrawal request, the hardship withdrawal shall be limited to the amount of the need established by the documentation, provided, however, that if the Participant subsequently provides additional documentation within 60 days of the date of the original request, an additional distribution may be made, up to the remaining amount of the original request. Prior to obtaining a hardship distribution, the Participant must also represent in writing that he has insufficient cash or other liquid assets reasonably available to satisfy the financial need.

A hardship withdrawal may be made only twice every rolling 12 months. Notwithstanding, a hardship withdrawal may be made more than twice every rolling 12 months if the hardship withdrawal is for the purpose of preventing foreclosure on

the Participant's principal residence, and only if the Participant provides sufficient documentation, as determined by the Trustees, to prove that at least 90% of the prior hardship withdrawal was actually paid for the purpose of satisfying, in whole or in part, the hardship for which the prior hardship withdrawal(s) was distributed. Further notwithstanding, a hardship withdrawal may be made more than twice every rolling 12 months to pay tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's Spouse, children or dependents, in accordance with the tuition billing and payment schedule of the respective educational institution.

7.7 In-Service Withdrawals. A Participant, who is in active employment, may request a withdrawal from his Account as specified below in a manner approved by the Trustees. Any in-service withdrawal election must satisfy the Spousal consent requirements of Section 7.1(c). A Participant may request only one of each type of in-service withdrawal during any rolling 12 months. The Trustees may adopt such procedures as may be necessary to carry out the provisions of this section.

(a) Two-Year Requirement. A Participant may withdraw all or any portion of the vested interest in his Account. The maximum amount available for withdrawal under this subsection (a) will be determined as follows:

(1) The Administrator will first establish the Participant's Employer Contribution Account balance as of the date that the Participant's application for withdrawal under subsection (a) above is received by the Fund Office or other location or entity as designated by the Trustees.

(2) Contributions received by the Plan on the Participant's behalf during the 24 month period preceding the date the Participant's application is received by the Fund Office or other location or entity as designated by the Trustees, will be subtracted from the Participant's Employer Contribution Account balance as determined under subsection (a)(1) above.

(3) The resulting portion of the Participant's remaining Employer Contribution Account balance will be the maximum amount available for in-service withdrawals.

(b) On or After Age 59-1/2. On or after attaining age 59-1/2, a Participant may annually elect to withdraw all or any portion of his vested Account.

(c) Coronavirus Related Distributions. Effective April 9, 2020 through September 30, 2020, an eligible Participant (as defined below) may elect distribution of all or any portion of his vested Account not to exceed $15,000.

(1) Eligibility. A Participant is eligible for a Coronavirus Related Distribution under this section 7.7(c) if he certifies that he satisfies one of the following criteria:

(A) the Participant, the Participant's Spouse or the Participant's dependent (as defined in Code section 152 without regard to Code section 152(d)(1)(B)) was diagnosed with the virus SARS-CoV 2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention;

(B) the Participant, the Participant's Spouse or a member of the Participant's household experienced adverse financial consequences as a result of:

(i) being quarantined, furloughed, laid off or having his or her work hours reduced due to such virus or disease;

(ii) being unable to work due to lack of child care due to such virus or disease;

(iii) closing or reducing hours of a business owned or operated by the Participant, the Participant's Spouse, or a member of the Participant's household; or

(iv) experiencing a reduction in pay, rescinded job offer or delayed start date for a job because of COVID-19; or

(C) meeting such other factors as may be issued in Treasury guidance.

For purposes of this Section 7.7(c), a member of a Participant's household is defined as an individual who shares the Participant's principal residence.

(2) Repayment. A Participant is permitted, but is not required, to repay his Coronavirus Related Distribution(s) to the Plan in full or in part within three years of the date of the distribution in accordance with procedures established by the Plan Administrator. Any repayment made to the Plan shall not exceed the aggregate amount of the Participant's Coronavirus Related Distribution(s) and will be treated as a rollover contribution pursuant to section 3.3.

7.8 Rollover Account. A Participant may elect at any time to withdraw all or any portion of his Rollover Account.

ARTICLE 8

ADMINISTRATION OF THE PLAN

8.1 Powers and Duties. The Trustees shall administer the Plan in accordance with its terms and shall discharge its duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. The Trustees shall have full and complete authority and control with respect to Plan operations and administration unless the Trustees allocates and delegates such authority or control pursuant to the procedures stated in subsection (b) or (c) below. Any decisions of the Trustees or its delegate shall be final and binding upon all persons dealing with the Plan or claiming any benefit under the Plan, except to the extent that such decision may be determined to be arbitrary or capricious by a court having jurisdiction over such matters. Benefits under this Plan will be paid only if the Trustees or its delegate decide in their discretion that the Participant is entitled to benefits. The Trustees shall have all powers which are necessary to manage and control Plan operations and administration including, but not limited to, the following:

(a) To employ such accountants, counsel or other persons as it deems necessary or desirable in connection with Plan administration.

(b) To designate in writing persons other than the Trustees to perform any of its powers and duties including, but not limited to, Plan fiduciary responsibilities (other than any responsibility to manage or control Plan assets).

(c) To allocate in writing any of its powers and duties, including but not limited to fiduciary responsibilities (other than any responsibility to manage or control Plan assets) to those persons who have been designated to perform Plan fiduciary responsibilities.

(d) To apply, construe and interpret the Plan in a discretionary manner, including the power to construe disputed provisions.

(e) Subject to Article 10, to resolve all questions arising in the administration, interpretation and application of the Plan, including, but not limited to, questions as to the eligibility or the right of any person to a benefit.

(f) To adopt such by-laws, rules, regulations, forms and procedures from time to time as it deems advisable and appropriate in the proper administration of the Plan.

(g) To receive from the Employers or from Participants such information as shall be necessary for the proper administration of the Plan.

(h) To furnish, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate.

(i) To receive from the Administrator and review reports of the financial condition and receipts and disbursements of the Trust Fund.

(j) To prescribe procedures to be followed by any person in applying for distributions pursuant to the Plan and to designate the forms or documents, evidence and such other information as the Trustees may reasonably deem necessary, desirable or convenient to support an application for such distribution.

(k) To issue directions to the Plan recordkeeper and custodian, and thereby bind the recordkeeper and custodian, concerning all benefits to be paid pursuant to the Plan.

(l) To apply consistently and uniformly all administrative rules, regulations and determinations to all Participants and beneficiaries in similar circumstances.

(m) To determine if a domestic relations order with respect to a Participant's Account constitutes a qualified domestic relations order as defined in Code section 414(p).

8.2 Records and Notices. The Trustees shall keep a record of all their proceedings and acts and shall maintain all such books of accounts, records and other data as may be necessary for proper Plan administration. The Trustees shall notify interested parties, when required, of any action taken by the Trustees which affects the Trustees' Plan obligations or rights.

Any decision of the Trustees required in administering the Plan shall be evidenced by a resolution of the Board of Trustees

8.3 Compensation and Expenses. The expenses incurred by the Trustees in the proper administration of the Plan shall be paid from the Trust Fund. The Trustees shall charge reasonable Plan administrative expenses to the Accounts of Participant on a per capita basis. No Trustee shall receive any fee or compensation for services rendered, but the Trust Fund shall reimburse the Trustees for any necessary expenditures incurred in the discharge of their duties. Administrative expenses may also be paid from the Administrative Expense Account described in section 12.10 of the Plan.

8.4 Information to be Furnished to Trustees. Each Employer, by certification of an officer or other delegate in writing, shall furnish the Trustees with the following information from time to time as shall be necessary to administer the Plan:

(a) Hours of employment and Compensation or wages earned by their employees necessary to permit the Trustees to verify that the Employer has paid all outstanding contributions owed for Employees;

(b) Change in the employment status of a Participant, *e.g.*, dismissal or other termination of employment; death.

(c) Such other data and information as the Trustees may require in the performance of their duties under the Plan.

8.5 Administrative Procedures. The Trustees may utilize voice response or internet systems, including automated systems, either using a telephone or the internet, established to allow the Participant to transfer and change the investment funds in his Plan Accounts, or to request a withdrawal from the Plan to implement those functions.

ARTICLE 9

ADMINISTRATION OF THE TRUST

9.1 Participant Direction of Investment of Account.

(a) Investment of Funds. The Trustees, in accordance with uniform and nondiscriminatory procedures, may authorize Participants to direct the investment of all or part of their Account in such funds as the Trustees may select. The Participants' directions shall be made in a manner approved by the Trustees and shall bind the Trustees unless and until the authorization for investment direction by Participants is amended or revoked. If the Trustees act at the direction of a Participant, the Trustees shall not be liable or responsible for any loss resulting to the Trust Fund or to any Account or for any breach of fiduciary responsibility by reason of any action pursuant to the direction of the Participant.

(b) Investment Elections.

(1) Participants may invest their Accounts among the available funds in any whole percentage. Elections shall be made in a manner approved by the Trustees. A Participant's election will remain in effect until amended or discontinued. If a Participant fails to direct the investment of all or any portion of his Account, such amount shall be invested in the fund uniformly designated by the Trustees which may be intended to satisfy the requirements for a qualified default investment alternative pursuant to ERISA section 404(c).

(2) A Participant may change his investment election as to future contributions and Income pursuant to rules prescribed by the Trustees. A Participant may change his investment election as to his existing Account pursuant to rules prescribed by the Trustees.

(3) The Trustees may utilize voice response or internet systems, including automated systems, either using a telephone or the internet, established to allow the Participant to transfer and change the investment funds in his Plan Accounts to implement this section.

9.2 Funding Policy.

The funding policy for the Plan hereby requires the Trustees to invest the Trust Fund for the exclusive benefit of Participants and their Beneficiaries in a manner consistent with ERISA, as amended from time to time. As part of such funding policy, the Trustees may from time to time direct an investment manager as permitted by the Trust, to exercise its investment discretion so as to provide sufficient cash assets in an amount determined under the funding policy in effect to be necessary to meet the liquidity requirements for administration of the Plan.

ARTICLE 10

CLAIMS PROCEDURE

10.1 Claims Procedures. The Plan shall establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations and appeal of adverse benefit determinations, which procedures shall be incorporated herein by reference. The claims procedures shall not contain any provision and shall not be administered in any manner which unduly inhibits or hampers the initiation or processing of claims for benefits. The Plan's claims procedures shall contain administrative processes and safeguards designed to ensure and to verify that, where appropriate, the Plan provisions have been applied consistently with respect to similarly situated claimants.

10.2 Application for Benefits. A person entitled to benefits from the Plan must file an application for benefits with the Trustees in a manner approved by the Trustees. The Trustees shall process a claim for benefits in accordance with the Plan's claims procedures.

ARTICLE 11

AMENDMENT AND TERMINATION

11.1 Amendment or Restatement. The Trustees may, in their sole and absolute discretion, amend or restate the Plan at any time and from time to time. No amendment or restatement shall authorize any part of the Trust Fund, other than amounts which are necessary to pay taxes and administration expenses, to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their beneficiaries or estates. No amendment or restatement shall be construed to: (a) reduce a Participant's Account balance determined as of the date immediately preceding the effective date of the amendment or restatement; (b) reduce or eliminate any benefit protected by Code section 411(d)(6); or (c) cause or permit any portion of the Trust Fund to revert to, or become property of, the Employers. The provisions of the Plan as in effect at the time of a Participant's termination of employment shall control as to that Participant, unless otherwise specified in the Plan. The Trustees may, by Plan amendment, correct obvious and unambiguous typographical errors and/or cross-references that do not in any way change the original intended meaning of the Plan provisions.

11.2 Termination and Discontinuance of Contributions. Upon discontinuance of Plan contributions or full or partial termination of the Plan, the Account of each affected Participant shall continue to be fully vested and nonforfeitable. The termination of the Plan shall not result in the reduction of any benefit protected by Code section 411(d)(6), except to the extent permitted by applicable Treasury regulations.

11.3 Distribution Upon Termination. If the Plan terminates pursuant to section 11.2, and the Trustees do not merge the assets of the Plan with another qualified plan or continue the Plan as a "wasting trust" by satisfying all ongoing plan qualification rules, the Trustees shall distribute each Participant's Account in a lump sum (in cash or wholly or partially in kind, in the discretion of the Trustees). Participant consent shall not be required if Participants' Accounts are to be paid in a lump sum.

11.4 Merger, Consolidation or Transfer of Assets and Liabilities. In the event of a merger or consolidation with, or a transfer of assets or liabilities to any other plan, each Participant will receive a benefit immediately after such event (if the Plan then terminated) which is equal to the benefit the Participant was entitled to immediately before such event (if the Plan had then terminated). Any transfer, merger or consolidation must not result in the elimination of any benefit protected by Code section 411(d)(6).

ARTICLE 12

GENERAL PROVISIONS

12.1 Compliance with ERISA. Notwithstanding any other provisions of this Plan, a fiduciary or other person shall not be relieved of any responsibility or liability for any responsibility, obligation or duty imposed upon such person pursuant to ERISA.

12.2 Nonalienation of Benefits. A Participant's interest in the Trust Fund shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, except to the extent provided by law, including the following:

(a) Any indebtedness owing to the Trust Fund;

(b) Payment required pursuant to a qualified domestic relations order as defined by the Code; or

(c) A judgment, order, decree or settlement agreement entered into on or after August 5, 1997 which is the result of a criminal act against the Plan or breach of fiduciary duty to the Plan and meets the requirements of Code section 401(a)(13)(C).

Any other attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to Plan benefits shall be void.

12.3 Qualified Domestic Relations Orders. Upon receipt of a domestic relations order issued by a court or administrative agency of competent jurisdiction relating to a Participant's Account in the Plan, the Trustees shall determine whether such domestic relations order constitutes a qualified domestic relations order, as defined in Code section 414(p) and section 206(d) of ERISA, (a "QDRO"). The Trustees shall establish reasonable procedures to determine the qualified status of a domestic relations order and to administer distributions mandated by a QDRO. Such procedures may include, on a uniform and nondiscriminatory basis, rules providing for the distribution of nonforfeitable benefits to the alternate payee at an earlier time than benefits might otherwise be available to the Participant. However, such procedures may not permit distribution be made to the alternate payee in a payment form otherwise not available under the Plan. Distributions to the alternate payee may be made in any form available to the Participant under the Plan, other than a qualified joint and survivor annuity with a subsequent Spouse of the alternate payee.

Notwithstanding anything herein to the contrary, although the Participant may not be eligible for a current distribution, the Plan will comply with a qualified domestic relations order as defined in Code section 414(p) that requires the immediate payment in a single lump sum of the amount payable to the alternate payee named in the order (or a direct transfer of all or a portion of the distribution to an "eligible retirement plan" as defined in Code section 401(a)(31)(D); provided, however, that any such transfer is $200 or more).

12.4 Employment Not Guaranteed by Plan. The establishment of this Plan, its amendments and the granting of a benefit pursuant to the Plan shall not give any Participant the right to

continued employment with the Employer, or limit the right of the Employer to dismiss or impose penalties upon the Participant or modify the terms of employment of any Participant.

12.5 Form of Communication. Any election, application, claim, notice or other communication required or permitted to be made by or to a Participant, the Trustees or Employer shall be made in such form as the Trustees shall prescribe. A communication shall be effective upon mailing if sent first class, postage prepaid and addressed to the Trustees or Employer at the principal office of the Trustees or Employer or to the Participant at his last known address. In addition, effective July 27, 2020, documents required to be furnished to Participants and Beneficiaries under Title I of ERISA may be delivered electronically in accordance with Department of Labor regulations and shall be deemed delivered when the requirements thereunder have been met.

12.6 Facility of Payment. If a Participant's or Beneficiary's duly qualified guardian or legal representative makes claim for any amount owing to the Participant or Beneficiary , the Trustees shall pay the amount to which the Participant or Beneficiary in any one or more of the following ways:

(a) Directly to said person;

(b) To the legal guardian or conservator of said person;

(c) To the custodian for said person under any Uniform Transfers to Minors or Uniform Gift to Minors Act if permitted by the laws of the state in which said person resides;

(d) To any relative of said person, to be expended by such relative for the care, support, education, and maintenance of said person; or

(e) directly expending the same for said purposes for the benefit of said person.

Any payment made pursuant to this section in good faith shall be a payment for the Account of the Participant and shall be a complete discharge from any liability of the Trust Fund or the Trustees.

12.7 Location of Participant or Beneficiary Unknown. If the Trustees are unable to locate a Participant or beneficiary and obtain a written application from the Participant or beneficiary before the Participant attains or would have attained his required beginning date, the Participant's benefit under the Plan shall be forfeited. The Trustees shall maintain the forfeited benefit in the Participant's Account, and such benefit shall be reinstated if a claim is made by the Participant or beneficiary for the forfeited benefit. In the event a Participant or beneficiary cannot be located upon termination of the Plan, any amount payable to such Participant or beneficiary shall be transferred pursuant to applicable law and guidance. Upon such transfer, the Trustees shall have no further liability for the amount so transferred. Pursuant to Treasury Regulation section 1.411(a)-4(b)(6), before any benefit is deemed forfeited, the Trustees shall make diligent attempts to locate a missing Participant in accordance with the Plan's missing Participant procedures.

12.8 Service in More Than One Fiduciary Capacity. Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan and Trust Fund.

12.9 Offset. In the event any payment is made from the Plan to any individual who is not entitled to such payment, in whole or in part, the Trustees shall have the right to suspend, withhold payments of, or reduce future payments due to, or on behalf of, such individual by the amount of any such erroneous payment. This right of offset, however, shall not limit the rights of the Trustees to recover such overpayments in any other manner, including, but not limited to, commencing a restitution action under ERISA.

12.10 Qualified Military Service. 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 Code section 414(u). For purposes of this section, "qualified military service" shall be determined pursuant to Code section 414(u)(5). To the extent required by the Heroes Earnings Assistance and Relief Tax Act of 2008 (the "HEART Act"), the following provisions apply:

(a) If a Participant dies while performing qualified military service, the survivors of the Participant shall be entitled to any additional benefits (other than contributions relating to the period of qualified military service) provided under the Plan as if the Participant had been reemployed on the day prior to death and then severed employment on account of death.

(b) Compensation for purposes of Plan section 5.1(c) includes any differential wage payments to an Employee who does not currently perform services for the Employer by reason of qualified military service while on active duty for a period of more than 30 days and represents all or a portion of the wages the Employee would have received from the Employer if the Employee was performing services for the Employer. Such differential wage payment shall be treated as a payment of wages by the Employer to the Employee. A "differential wage payment" as defined by Code section 3401(h)(2) is any payment which (1) is made by the Employer to an Employee with respect to any period during which the Employee is performing services in the uniformed services while on active duty for a period of more than 30 days, and (2) represents all or a portion of the wages the Employee would have received from the Employer if the Employee were performing service for the Employer.

(c) All obligations for contributions and benefits under Code section 414(u) shall be satisfied by the Plan in an amount and manner consistent with the Uniformed Services Employment and Reemployment Rights Act and regulations issued thereunder ("USERRA"). If the Plan sets aside assets from revenue sharing in an Administrative Expense Account for payments as required under USERRA, any remaining funds in the account that are not related to a specific Participant's Account shall be annually allocated to pay reasonable administrative expenses of the Plan pursuant to Plan section 8.3.

12.11 Construction. Except to the extent preempted by ERISA, the laws of the State of Illinois as amended from time to time, shall govern the construction and application of the Plan. Words used in the masculine gender shall include the feminine and words in the singular shall include the plural, as appropriate. Any mention of "Articles," "sections" and subdivisions thereof, unless stated specifically to the contrary, refers to Articles, sections or subdivisions in the Plan. All references to statutory sections shall include the section so identified, as amended from time to time, or any other statute of similar import. If any provisions of the Code or ERISA render any provision of this Plan unenforceable, such provision shall be of no force and effect only to the minimum extent required by such law.

IN WITNESS WHEREOF, the authorized officers of the Trustees have executed this Restated Agreement and Plan this 19th day of May, 2021.

BY: [redacted]

Title: Employer Trustee

BY: [redacted]

Title: Union Trustee

Executed version on file with the Fund Office