THIRD AMENDMENT TO THE FLINT PLUMBING AND PIPEFITTING INDUSTRY DEFINED CONTRIBUTION PLAN

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Defined Contribution Fund (the Trustees) desire to amend Flint Plumbing and Pipefitting Industry Defined Contribution Fund Plan document dated November 12, 2022 (the Plan),

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is hereby amended effective June 1, 2025, as follows:

1. **Article 1, Definitions, is amended as follows:**

Beneficiary or Beneficiaries means the person or persons to whom the share of a deceased Participant's total Account is payable.

A Beneficiary may waive their right to receive a benefit under this Plan. Any waiver must be in writing, and in a format acceptable to the Trustees.

The Board of Trustees has approved and adopted this Third Amendment to the Flint Plumbing and Pipefitting Industry Defined Contribution Plan Document on August 19, 2025.

Union Trustees

Employer Trustees

4918-6314-3241, v. 1

SECOND AMENDMENT TO THE FLINT PLUMBING AND PIPEFITTING INDUSTRY DEFINED CONTRIBUTION PLAN

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Defined Contribution Fund (the Trustees) desire to amend Flint Plumbing and Pipefitting Industry Defined Contribution Fund Plan document dated November 12, 2022 (the Plan),

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is hereby amended as follows:

1. **Effective 60-days after the expiration of the COVID-19 National Emergency (June 9, 2023), the Extension of Certain Timeframes for Employee Benefits Plans, Participants and Beneficiaries Affected by the COVID-19 Outbreak, set forth in 85 FR 26351 (as amended by EBSA Disaster Relief Notice 2021-01), will expire and will no longer be in effect. Therefore, the Plan will no longer disregard the Outbreak Period and Article 2, Sections 2.2(c) and 2.4(e) are hereby deleted in their entirety.**

2. **Article 5, Section 5.5, Distribution of Benefits, is amended effective January 1, 2023, as follows:**

(e) Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, made on or after January 1, 1985, whether under the Plan or through the purchase of an annuity contract, shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder (including Regulation Section 1.401(a)(9)-2):

(1) A Participant's benefits shall be distributed to him not later than April 1st of the calendar year following the later of: (A) the calendar year in which the Participant attains age 70½, or (B) the calendar year in which the Participant retires (other than a 5% owner). Alternatively, distributions to a Participant must begin no later than the applicable April 1st as determined under the preceding sentence and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or a period certain measured by the life expectancy of the Participant (or the life expectancies of the Participant and his designated Beneficiary) in accordance with Regulations; and

(2) Distributions to a Participant and his Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Regulations thereunder.

(3) For Participants who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), age 72 shall be substituted for age 70 ½ in Section 5.5(e)(1), above. For Participants who turn 72 after December 31, 2022, and 73 before January 1, 2033 (i.e. whose birthday is

on or after January 1, 1951 and on or before December 31, 1959), age 73 shall be substituted for age 70½ in Section 5.5(e)(1), above.

3. **Article 5, Section 5.6 is amended effective January 1, 2023, as follows:**

(g) Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant, made on or after January 1, 1985, shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder. If the death benefit is paid in the form of a Pre-Retirement Survivor Annuity, then distributions to the Participant's surviving spouse must commence on or before the later of: (1) December 31st of the calendar year immediately following the calendar year in which the Participant died, or (2) December 31st of the calendar year in which the Participant would have attained age 70½. If it is determined, pursuant to Regulations, that the distribution of a Participant's interest has begun and the Participant dies before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed at least as rapidly as the method of distribution in effect at the date of his death. If a Participant dies before he has begun to receive any distributions of his interest under the Plan or before distributions are deemed to have begun pursuant to Regulation (and distributions are not to be made in the form of a Pre-Retirement Survivor Annuity), then his death benefit shall be distributed to his Beneficiaries by December 31st of the calendar year in which the fifth anniversary of his date of death occurs.

However, in the event that the Participant's spouse (determined as of the date of the Participant's death) is his Beneficiary, then in lieu of the preceding rules, distributions must be made over the life expectancy of the spouse (or over a period not extending beyond the life expectancy of the spouse) and must commence on or before the later of (1) December 31st of the calendar year immediately following the calendar year in which the Participant died, or (2) December 31st of the calendar year in which the Participant would have attained age seventy and one-half (70½). If the surviving spouse dies before distributions to such spouse begin, then the five-year distribution requirement of this Section shall apply as if the spouse was the Participant;

For Participant's who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), age 72 shall be substituted for age 70 ½ in this section 5.6(g).

For Participants who turn 72 after December 31, 2022, and 73 before January 1, 2033 (i.e. whose birthday is on or after January 1, 1951 and on or before December 31, 1959), age 73 shall be substituted for age 70½ in this section 5.6(g).

(h) For purposes of Section 5.6(g), the election by a designated Beneficiary to be excepted from the five-year distribution requirement must be made no later than

December 31st of the calendar year following the calendar year of the Participant's death. Except, however, with respect to a designated Beneficiary who is the Participant's surviving spouse, the election must be made by the earlier of (1) December 31st of the calendar year immediately following the calendar year in which the Participant died or, if later, the calendar year in which the Participant would have attained age 70 ½, or (2) December 31st of the calendar year which contains the fifth anniversary of the date of the Participant's death. An election by a designated Beneficiary must be in writing and shall be irrevocable as of the last day of the election period stated herein. In the absence of an election by the Participant or a designated Beneficiary, the five (5) year distribution requirement shall apply;

For Participant's who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), age 72 shall be substituted for age 70 ½ in this section 5.6(h); and for Participants who turn 72 after December 31, 2022, and 73 before January 1, 2033 (i.e. whose birthday is on or after January 1, 1951 and on or before December 31, 1959), age 73 shall be substituted for age 70½ in this section 5.6(h); and […]

The Board of Trustees has approved and adopted this Second Amendment to the Flint Plumbing and Pipefitting Industry Defined Contribution Plan Document on April 18, 2023.

Union Trustees

Employer Trustees

W2631260

FIRST AMENDMENT TO THE
FLINT PLUMBING AND PIPEFITTING INDUSTRY
DEFINED CONTRIBUTION PLAN

WHEREAS, the Trustees of the Flint Plumbing and Pipefitting Industry Defined Contribution Plan ("Trustees") desire to amend the Flint Plumbing and Pipefitting Industry Defined Contribution Plan dated November 12, 2020 ("Plan"); and

WHEREAS, the Trust authorizes the Trustees to amend the Plan from time to time;

NOW THEREFORE, the Plan is amended as follows effective 1/12, 2023:

1. **Article 2, Section 2.2, Timing and Notification of Benefit Determination, Section (c), is amended as follows:**

   The Plan will disregard the period from March 1, 2020, until the earlier of: (1) 1 year from the date a Participant or Beneficiary becomes eligible for an extended deadline or (2) 60 days after the announced end of the National Emergency or such other date announced by the applicable federal agency (Outbreak Period) for determining the date in which an individual may file a benefit claim above.

The Board of Trustees adopted this Amendment on 1/12, 2023.

UNION TRUSTEES

EMPLOYER TRUSTEES

W2602050

AMENDMENT AND RESTATEMENT OF
FLINT PLUMBING AND PIPEFITTING INDUSTRY
DEFINED CONTRIBUTION PLAN

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ARTICLE I – DEFINITIONS

Account or Participant's Account (including the Rollover Account, Money Purchase Account, Profit Sharing Account and Elective Contribution Account) means the record of each Participant's interest in the Trust. The Account shall include four sub-accounts for record-keeping purposes: (a) the Rollover Account (which holds Participant rollover contributions, and allocable earnings), (b) the Money Purchase Account (which holds Employer contributions attributable to employment prior to August 1, 2005, and allocable earnings), (c) the Profit Sharing Account (which holds Employer contributions attributable to employment on and after August 1, 2005, and allocable earnings), and, (4) the Elective Contribution Account (which holds Elective Contributions made at the election of Participants on and August 1, 2005, and allocable earnings).

Association means the Flint Association of Plumbing & Mechanical Contractors, Inc.

Beneficiary or Beneficiaries means the person or persons to whom the share of a deceased Participant's total Account is payable.

Board of Trustees or Trustees means the persons named as trustees pursuant to the terms of the Trust.

Code means the Internal Revenue Code of 1986, as amended.

Collective Bargaining Agreement means the Collective Bargaining Agreements in force and effect between the Union and the Association, together with any modifications, supplements or amendments thereto.

Compensation Limitation means the EGTRRA annual compensation limit set forth in this provision. The annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2013, shall not exceed $255,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. Annual compensation means compensation during the Plan Year or such other consecutive 12 month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

Covered Service means service with an Employer within the geographical limits of the Union's jurisdiction in categories of work under the jurisdiction of the applicable Collective Bargaining Agreement for which contributions are required to be made to the Defined Contribution Trust Fund and service as an Employee of the Union for which the Union has agreed, in a non-discriminatory manner, to contribute to the Defined Contribution Trust Fund.

Early Retirement Date means the first day of the month (prior to the Normal Retirement Date) coinciding with or following the date on which a Participant or Former Participant attains his 53rd birthday.

Elective Contributions mean Employer contributions made to the Plan at the election of the Participant on a pre-tax basis pursuant to the cash or deferred arrangement of Section 4.1 which would otherwise be payable to the Participant in cash (these contributions are also known as ("elective deferrals"). Elective Contributions are deposited to the Participant's Elective Contribution Account.

Employee means any (a) any person employed by an Employer covered by the terms of a Collective Bargaining Agreement between the Union and such Employer which requires such Employer to make contributions to the Defined Contribution Trust Fund on behalf of such person; or (b) any person employed by the Union, which Employee is subject to the terms of the Collective Bargaining Agreement and on behalf of whom the Union agrees to make contributions to the Defined Contribution Trust Fund; and (c) any person participating pursuant to the terms of a participation agreement between the Fund and such person's Employer. The Plan adopts the "alumni rule" as set forth in Treasury Regulation §1.410(b)-6(d)(2)(ii) for the purpose of defining a "collectively bargained employee" under the Internal Revenue Code.

Employer means:

(a) Any member of the Association of or other employer association, bound by the terms of a Collective Bargaining Agreement between the Union and such association to make contributions to the Fund;

(b) Any individual, partnership, joint venture, trust or corporation, the employees of which are covered by a Collective Bargaining Agreement between the Union and such person or organization which requires such person or organization to make contributions to the Fund; or

(c) The Union to the extent, and solely to the extent, that it acts in the capacity of an Employer of its collectively bargained Employees on whose behalf it makes contributions to the Fund.

415 Compensation means the safe harbor definition of "Compensation" stated in IRS Regulation Section 1.415(c)-2(d)(2). Compensation paid or made available during such limitation year shall include Compensation the Participant's earned income paid by the later of:

(a) two and one-half months after severance from employment, or

(b) the end of the limitation year that includes the date of severance from employment, if absent a severance from employment, such payments 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 Employees regular working hours (such as overtime or shift differential) commissions, bonuses or other similar compensation. The determination period shall be the Plan Year.

Hour of Service means each hour for which an Employee is directly or indirectly compensated by the Employer for the performance of duties during the applicable computation period.

Normal Retirement Date means the first day of the month coinciding with or next following the Participant's 62nd birthday.

Participant means:

(a) An Employee who has met the eligibility requirements as set forth in Article III;

(b) "Active Participant" is a Participant who has not retired, become disabled, deceased or incurred a Two-Year Break in Service;

(c) "Deceased Participant" is a Participant who has deceased and whose Beneficiaries (including his spouse) are eligible to receive benefits under the Plan;

(d) "Disabled Participant" is a Participant who has a Total and Permanent Disability and who is entitled to receive benefits under the Plan;

(e) "Inactive Participant" is a Participant who has incurred a Two-Year Break in Service and is entitled to receive deferred vested benefits under the Plan;

(f) "Retired Participant" means a person who has been a Participant, but who has become entitled to retirement benefits under the Plan; or

(g) "Terminated Participant" means a person who has been a Participant, but whose employment has been terminated other than by death, disability or retirement.

Plan means this Amendment and Restatement, including all amendments thereto. Prior to August 1, 2005, the Plan was a money purchase pension plan. The money purchase portion of the Plan was frozen and Employer Contributions discontinued as of July 1, 2005. The Plan was restated effective August 1, 2005 to reflect this change, except where noted otherwise. As restated effective August 1, 2005, the Plan is a profit sharing plan which incorporates an Internal Revenue Code Section 401(k) provision. The 401(k) provision allows those Participants who choose to save on a pre-tax basis, the ability to contribute amounts up to the maximum dollar amounts set by law.

Plan Year means the 12 consecutive month period commencing on August 1st of each year and ending the following July 31st.

Pre-Retirement Survivor Annuity means an annuity for the life of the Participant's Spouse the payments under which must be equal to the amount of benefit which can be purchased with the accounts of a Participant used to provide the death benefit under the Plan.

Retirement Date means the date as of which a Participant retires for reasons other than Total and Permanent Disability, whether such retirement occurs on a Participant's Normal Retirement Date, Early Retirement Date or Late Retirement Date.

Spouse means the Participant's legal spouse who has met all requirements of a valid marriage contract in the state of marriage of such parties.

Total and Permanent Disability means a physical or mental condition of a Participant resulting from bodily injury, disease or mental disorder which renders him incapable of continuing any gainful occupations and which condition constitutes total disability under the federal Social Security Acts and for which the Participant has received a Social Security Disability Award.

Trust Fund means the assets of the Trust as the same shall exist from time to time.

Two-Year Break in Service means two consecutive Plan Years during which an Employee has not completed more than 159 Hours of Service per Plan Year with an Employer for which contributions are made to either the Flint Plumbing and Pipefitting Industry Pension Fund or the Flint Plumbing and Pipefitting Industry Defined Contribution Plan. Solely for the purpose of determining whether a Participant has incurred a Two Year Break in Service, Hours of Service shall be recognized for Authorized Leaves of Absence and Maternity and Paternity Leaves of Absence.

Authorized Leave of Absence means an unpaid, temporary cessation from active employment with the Employer pursuant to an established non-discriminatory policy, whether occasioned by illness, military service or any other reason.

Maternity or Paternity Leave of Absence means an absence from work for any period by reason of the Employee's pregnancy, birth of the Employee's child, placement of a child with the Employee in connection with the adoption of such child, or any absence for the purpose of caring for such child for a period immediately following such birth or placement. For this purpose, Hours of Service shall be credited for the computation period in which the absence from work begins, only if credit thereof is necessary to prevent the Employee from incurring a One-Year Break in Service, or, in any other case, in the immediately following computation period. The Hours of Service credited shall be those which would normally have been credited but for such absence, or, in any case in which the Board is unable to determine such hours normally credited, eight (8) Hours of Service per day. The total Hours of Service required to be credited for a Maternity or Paternity Leave of Absence shall not exceed 501 hours.

Valuation Date means the date Accounts are valued as set forth in the Plan. As of April 1, 2003, valuations have been made on a daily basis, each day the United States Stock Market is open.

ARTICLE II – CLAIM AND APPEAL PROCEDURES

2.1 Application and Forms for Defined Contribution Plan.

In order to receive benefits under this Plan, an Employee is required to complete and file with the Board an application and all other forms approved by the Board, and to furnish all information required by the Board within the time periods established in the rules and procedures promulgated by the Board. The Employee is also required to keep the Board advised of his current mailing address. The Board may rely upon the information provided without further verification of same.

2.2 Timing and Notification of Benefit Determination

(a) Retirement Benefits

Claims for benefits under the Plan may be filed in writing with the Trustees. Written notice of the disposition of a claim shall be furnished to the claimant within 90 days after the application is filed.

This period may be extended by the Fund for up to 90 days, if special circumstances require an extension of the time for processing the claim. In such case, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the plan expects to render the benefit determination.

(b) Disability Benefits

A claim for disability benefits includes an initial claim for disability benefit or any rescission of coverage of a disability benefit.

In the case of a claim for disability benefits, the Fund Office shall notify the claimant, in accordance with this Section of the Fund's adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Fund Office.

This period may be extended by the Fund for up to 30 days, provided that the Fund Office both determines that such an extension is necessary due to matters beyond the control of the Fund and notifies the claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the plan expects to render a decision. If, prior to the end of the first 30-day extension period, the Fund Office determines that, due to matters beyond the control of the Fund, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Fund Office notifies the claimant, prior

to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the plan expects to render a decision. In the case of any extension under this provision, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant shall be afforded at least 45 days within which to provide the specified information.

(c) The Plan will disregard the period from March 1, 2020, until 60 days after the announced end of the National Emergency or such other date announced by the applicable federal agency (Outbreak Period) for determining the date in which an individual may file a benefit claim above.

2.3 Manner and Content of Notification of Benefit Determination

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination (i.e. denial of claim).

Before the Plan can issue a notice of benefit determination based on new or additional evidence, the Fund must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan (or at the direction of the Plan) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of benefit determination is required to be provided to give the Claimant a reasonable opportunity to respond prior to that date.

Before the Plan can issue a notice of benefit determination based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of benefit determination is required to be provided, to give the claimant a reasonable opportunity to respond prior to that date.

The notification shall set forth, in a manner calculated to be understood by the claimant –

(a) The specific reason or reasons for the adverse determination;

(b) Reference to the specific plan provisions on which the determination is based;

(c) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

(d) A description of the Fund’s review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review; and

(e) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request, or if applicable, a statement that such rule, guideline, protocol or other criterion does not exist.

With respect to an adverse benefit determination regarding disability benefits, the determination must also include the following:

(1) An explanation of the basis for disagreeing with any of the following:

(i) The health care professionals that treated the Claimant;
(ii) The advice of the health professional obtained by the Plan; or
(iii) A disability determination from the Social Security Administration.

(2) A statement that the Claimant is entitled to receive, free of charge and upon request, reasonable access to copies of all documents, records, and other information relevant to the Claimant's claim for benefits.

(3) If the denial was based on medical necessity or experimental treatment, the denial must include either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claim or statement or a statement that such explanation will be provided free of charge upon request.

(4) The denial must be in a culturally and linguistically appropriate manner.

2.4 Appeal of Adverse Benefit Determination

(a) Appeals must be forwarded to and received by the Fund Office within 60 days (180 days for appeals involving disability benefits) following receipt of a notification of an adverse benefit determination (i.e. denial of claim). As part of any such appeal, a claimant may submit written comments, documents, records, and other information relating to the claim for benefits.

(b) A claimant, free of charge and upon request, shall be provided reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

(c) Upon appeal, the Trustees will review all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

(d) If the appeal is a denial of disability benefits:

(1) A review on appeal will not afford deference to the initial denial and an individual who made the initial denial, or a subordinate of such individual will not decide an appeal.

(2) In deciding an appeal of a benefit based on medical judgment, the fiduciary deciding the appeal shall consult with a health care professional who has appropriate training in the field of medicine involved (and who was not involved in reviewing the initial claim); and

(3) The Plan must provide for the identification of any medical or vocational experts whose advice was obtained by the plan in connection with the initial denial, regardless of whether the advice was relied upon.

(e) The Plan will disregard the Outbreak Period for determining the date in which a claimant may file an appeal of adverse benefit determination.

2.5 Trustees Decision on Appeal

(a) Timing of Decision

The Trustees shall make a benefit determination on appeal no later than the date of the board meeting that immediately follows the Fund Office's receipt of an appeal, unless the appeal is filed within 30 days preceding the date of such meeting. In such case, the benefit determination may be made no later than the date of the second board meeting following the Fund Office's receipt of the request for review.

If special circumstances require a further extension of time for processing, a benefit determination shall be rendered not later than the third board meeting following the Fund Office's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Fund Office shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Fund Office shall notify the claimant of its decision on appeal but not later than five days after the benefit determination is made.

Before the Fund can issue a notice of decision on appeal with respect to disability benefits based on new or additional evidence, the Fund must provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Fund (or at the direction of the Fund) in connection with the claim; such evidence must be provided as soon as possible and sufficiently in advance of the date on which the notice of decision on appeal is required to be provided to give the Claimant a reasonable opportunity to respond

prior to that date.

Before the Fund can a notice of decision on appeal with respect to disability benefits based on a new or additional rationale, the Claimant must be provided, free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of decision on appeal is required to be provided to give the claimant a reasonable opportunity to respond prior to that date

(b) Manner and Content of Notification of Trustees Notice of Decision on Appeal

The Fund Office shall provide a claimant with written or electronic notification of any adverse benefit determination on review. The notification shall set forth, in a manner calculated to be understood by the claimant –

(1) The specific reason or reasons for the adverse determination;

(2) Reference to the specific plan provisions on which the determination is based;

(3) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;

(4) A statement of the claimant's right to bring a civil action under section 502(a) of ERISA;

(5) A statement describing any contractual limitation period that applies to the Claimant's right to bring an action under ERISA §502(a) and the calendar date on which such contractual limitations expires;

(6) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the claimant upon request, or, if applicable, a statement that such rules or guidelines do not exist;

(7) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and

(8) The following statement: "You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency."

In addition to the above, a notice of decision on appeal pertaining to a claim for disability benefits will include the following:

(1) An explanation of the basis for disagreeing with any of the following:

(i) The health care professionals that treated the Claimant;
(ii) The advice of the health professional obtained by the Plan; or
(iii) A disability determination from the Social Security Administration.

(2) The benefit denial must be in a culturally and linguistically appropriate manner.

2.6 Discretion of Trustees

The Trustees have full discretionary authority to determine eligibility for benefits, interpret Plan documents, and determine the amount of benefits due. Their decision, if not in conflict with any applicable law or government regulation, shall be final and conclusive.

2.7 Timely Submission of Appeals

All appeals must be timely submitted. A Participant or dependent who does not timely submit an appeal waives his/her right to have the benefit denial further reviewed by the Fund or in a court of law.

2.8 Limitations of Actions

No action may be brought to recover benefits allegedly due under the terms of the Plan more than 180 days following the Notice of Decision on Appeal.

2.9 Failure to Follow Claims Procedures

If the Plan fails to follow claims procedures with respect to any claim for benefits, the Claimant is deemed to have exhausted administrative remedies and is entitled to pursue all remedies under ERISA §502(a) on the basis that the plan has failed to provide a reasonable claims procedure that would yield a decision on the merits.

In addition to the above, if the plan fails to strictly adhere to all procedures with respect to a claim for disability benefits and the claimant chooses to pursue remedies under section ERISA §502(a), the claim is deemed denied on review without the exercise of discretion by the Trustees.

Notwithstanding the above, the internal claims and appeals process will not be deemed exhausted based on de minimis violations that do not cause, and are not likely to cause, prejudice or harm to the Claimant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the Claimant**.**

The Claimant may request a written explanation of the violation from the Plan, and the Plan must provide such explanation within 10 days, including a specific description of its bases, if any, for asserting that the violation should not cause the internal claims and appeals process to be deemed exhausted.

If a court rejects the Claimant's request for immediate review on the basis that the Plan met the standards for the exception to the deemed exhaustion rule, the Claimant has the right to resubmit and pursue the internal appeal of the claim. In such a case, within a reasonable time after the court rejects the claim for immediate review (not to exceed ten days), the Plan shall provide the Claimant with the notice of the opportunity to resubmit and pursue the internal appeal of the claim. Time periods for re-filing the claim shall begin to run upon Claimant's receipt of such notice.

2.10 Avoiding Conflicts of Interest

The Plan must ensure that all claims and appeals are adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

ARTICLE III – ELIGIBILITY AND VESTING

3.1 Effective Date of Participation

Any Employee shall be eligible to participate hereunder on the first day of the calendar month in which he commences to work in Covered Service.

3.2 Determination of Eligibility

The Board shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer. Such determination shall be conclusive and binding upon all persons.

3.3 Vesting

A Participant shall become fully vested in his Account immediately upon entry into the Plan.

ARTICLE IV – CONTRIBUTION AND ALLOCATION

4.1 Elective Contributions

An Employer shall contribute a Participant's Elective Contributions to the Plan . Elective Contributions must be deferred before becoming currently available to the Participant. Elective Contributions may be contributed to the Plan only if the amounts would have been received in cash by the Participant in the Plan Year or are attributable to services performed by the Participant in the Plan Year, and except for the Participant's election, would have been received within 2 ½ months following the end of the Plan Year.

(a) Enrollment.
Participants may enroll to make Elective Contributions upon completion of a 401(k) Election Form by the Participant and his/her Employer and receipt of such completed form by the Fund, effective as of the first day of the next pay period that the Participant's election can be processed or such other dates as determined by the Trustees. The 401(k) Election Form will be provided the Fund Office.

A Participant's election authorizing Elective Contributions will remain in effect until he/she leaves the employ of such Employer, unless sooner amended or discontinued. A new 401(k) Election Form must be completed for each Employer.

(b) Amount.
A Participant's Elective Contributions for a Plan Year under this Plan and all other cash or deferred arrangements of an Employer shall be made in specific dollar amounts per hour (or such other amount authorized by the Trustees), not to exceed the dollar limitation of Code Section 402(g)(1) as in effect for such calendar year or such limit imposed by the Collective Bargaining Agreement covering such Participant. Such amounts may be limited pursuant to Section 4.15 (ADP test) below.

(c) Allocation.
The Trustees shall allocate Elective Contributions to the Elective Contribution Accounts of the Participants for whom such contributions were made.

(d) Revoking an Election to Contribute.
A Participant may revoke his election to make Elective Contributions by completing a new 401(k) Enrollment Form indicating "$0.00" deductions per hours, to be effective as of the first day of the next pay period that the Participant's revocation can be processed or such other dates as determined by the

Trustees. A Participant's election to revoke shall be made at such time and in a manner approved by the Trustees.

(e) Election to Change Contribution Amount.
A Participant may increase or decrease the amount of his Elective Contributions by completing a new 401(k) Enrollment Form, to be effective as of the first day of the next pay period that the Participant's change can be processed or such other dates as determined by the Trustees. A Participant's election to change his Elective Contributions shall be made at such time and in a manner approved by the Trustees.

(f) Return of Excess Deferrals.
A Participant may notify the Trustees that the Participant has made excess deferrals for a calendar year. The Trustees shall direct the distribution to the Participant of the amount of any excess deferrals allocable to the Plan, plus or minus any income allocable to the excess deferrals up to the close of the calendar year in which the deferrals were made. Distribution of excess deferrals shall occur by the April 15 immediately following the close of the calendar year in which the excess deferrals were contributed to the Plan. The amount of "excess deferrals" for any calendar year shall equal: (1) the sum of amounts contributed to the Plan as Elective Contributions on behalf of the Participant plus amounts deferred by the Participant pursuant to other arrangements described in Code Sections 401(k), 408(k), 402(h)(1)(B), 408(p)(2) and 403(b), minus (2) the Code Section 402(g) limit in effect for such year.

Income allocable to excess deferrals shall be determined under any reasonable method used for allocating income to all Participants' Accounts as applied consistently to all Participants for the Plan Year. The Trustees may determine income by multiplying income allocable to the Participant's Elective Contribution Account for the calendar year by a fraction, the numerator of which is such Participant's excess deferrals for the year and the denominator of which is the Participant's Account balance attributable to Elective Contributions as of the beginning of the calendar year plus the Participant's Elective Contributions for the calendar year.

4.2 Establishment of Accounts

A Participant Account shall be established for each Employee. Such Account shall include money purchase, profit sharing, and employee Elective Contributions, as applicable. Each such source of contributions, if any, shall be separately accounted for by the recordkeeper. The maintenance of individual accounts is for recordkeeping purposes. Segregation of the assets of the Trust to each Account shall not be required, and the fact the individual accounts are maintained does not mean that individual accounts are maintained will not be construed to mean that any Participant or Beneficiary has title any specific assets of the Trust.

4.3 Vesting

A Participant's interest in his Account shall be fully vested and non-forfeitable at all times.

4.4 Participant Directed Accounts

The Plan is a plan described in Section 404(c) of the Employee Retirement Income Security Act (ERISA). Participants exercise investment control over their accounts as established in Section 4.2 pursuant to 29 CFR §2550.404c-1.

4.5 Valuation of Participant Accounts

(a) As of each Valuation Date, the various investment funds shall be valued on the basis of the fair market values of their assets, plus or minus, as appropriate, the net increase or decrease due to all operating, investment, and other expenses of the various investment funds and investment income, gains, or losses, incurred since the immediately preceding Valuation Date and the Quarterly Service Fee as set forth in Section 4.10. Such net increase or decrease is referred to as the "Net Change."

(b) Following the last business day of each calendar quarter of each year, each Participant shall be furnished a report showing: beginning balance (ending balance of prior quarterly report), Contributions received, Net Change, withholdings, and ending balance.

The fact that Participant Accounts are established and valued as of each Valuation Date shall not give any Employee or others any right, title or interest in the Fund or its assets, or in the Participant Account, except at the time or times, and upon the terms and conditions herein provided, or as required by law.

4.6 Maximum Annual Additions

The Maximum Benefit Limitation of Code Section 415(d) is incorporated herein by reference. The defined contribution annual additions dollar limit per Code Section 415(c)(1) is not to be greater than the lesser of $5~~7~~2,000 as of 2020~~14~~ (as adjusted pursuant to Section 415(d)), or 100% of the Participant's compensation for the limitation year.

For purposes of this Section, the Participant's compensation for the limitation year shall mean 415 Compensation as defined in Article I.

The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code, as amended. If there is any discrepancy between the provisions of this Section and the provisions of Section 415 of the Internal Revenue Code and

regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code.

4.7 Adjustment for Excessive Annual Additions

The following rules apply to Excessive Annual Additions:

(a) If as a result of a reasonable error in estimating a Participant's Compensation or other facts and circumstances to which Regulation 1.415-6(b)(6) shall be applicable, the "annual additions" under this Plan would cause the maximum "annual additions" to be exceeded for any Participant, the Board shall (1) hold any "excess amount" in a "Section 415 suspense account", (2) allocate and reallocate the "Section 415 suspense account' in the next "limitation year" (and succeeding "limitation years" if necessary) to all Participants in the Plan before any contributions which would constitute "annual additions" are made to the Plan or such "limitation year", and (3) reduce Employer contributions to the Plan for such "limitation year" by the amount of the "Section 415 suspense account" allocated and reallocated during such "limitation year";

(b) For purposes of this Article, "excess amount" for any Participant for a "limitation year" shall mean the excess, if any, of: (1) the "annual additions" which would be credited to his account under the teams of the Plan without regard to the limitations of Code Section 415, over (2) the maximum "annual additions" determined pursuant to Section 4.6;

(c) For purposes of this Section, "Section 415 suspense account" shall mean an unallocated account equal to the sum of "excess amounts" for all Participants in the Plan during the "limitation year". The "Section 415 suspense account" shall not share in any earnings or losses of the Trust Fund; and

(d) The Plan may not distribute "excess amounts" to Participants or Former Participants.

For limitation years beginning on or after July 1, 2007, EPCRS is the only correction method for correcting excess annual additions.

4.8 Actual Deferral Percentage Test

The amount any highly compensated Employees may contribute shall be limited so as to satisfy the terms of the actual deferral percentage test. The ADP test shall be satisfied separately with respect to each of the following groups of Participants:

(a) Collectively bargained Participants covered under each separate Collective Bargaining Agreement; and

(b) All other Plan Participants.

(1) Applying the Test.
The actual deferral percentage (the "ADP") for a Plan Year for Participants who are highly compensated Employees ("HCEs"), may not exceed the greater of:

(A) The ADP for the eligible HCEs for the Plan Year is not more than the ADP for the eligible non-highly compensated Employees ("NHCEs") for the applicable year multiplied by 1.25; or

(B) The excess of the ADP for the eligible HCEs for the plan year over the ADP for the eligible NHCEs for the applicable year is not more than two percentage points, and the ADP for the eligible HCEs for the plan year is not more than the ADP for the eligible NHCEs for the applicable year multiplied by two.

With respect to (A) and (B) above, the "determination year" shall mean the current Plan Year.

The Trustees shall determine the Participants' deferral percentages consistent with Code Section 401(k)(3) and applicable Treasury Regulations, which the Plan incorporates by reference. The Trustees shall maintain records sufficient to demonstrate satisfaction of the ADP test.

The ADP test is performed on using a "current year" testing method.

(2) ADP Defined.
For each Plan Year, the Trustees shall determine the ADP for the Participants who are HCEs and all other Participants as follows: The ADP for a group of Participants shall equal the average of the ratios, calculated separately for each Participant in the group, of: (A) the allocations of Elective Contributions not including income, which the Trustees determine for a Plan Year, to (B) the Participant's Compensation for that Plan Year. The ADP of a Participant who makes no Elective Contributions is zero. Excess deferrals of Participants who are not HCEs are not taken into account for purposes of ADP testing.

(3) Excess Contributions.
Excess contributions, plus or minus any income allocable to excess contributions, shall be distributed no later than the last day of each Plan Year to Participants whose Accounts received an allocation of excess contributions for the preceding Plan Year. If such excess contributions are distributed more than two and one-half months after the last day of the Plan Year to which the excess contributions relate, a ten percent excise tax will be imposed on the applicable Participants' Employer with respect to such amounts. Excess contributions shall be distributed to HCEs

beginning with the HCE that has the largest dollar amount of Elective Contributions for the Plan Year and continuing in descending order until all excess contributions have been distributed. The amount of excess contributions to be distributed shall be reduced by excess deferrals previously distributed for the taxable year ending in the same Plan Year and the excess deferrals to be distributed for a taxable year will be reduced by excess contributions previously distributed for the Plan Year beginning in such taxable year.

(A) Excess Contribution Defined.
Excess contributions shall mean, with respect to any Plan Year, the excess of:

(i) The aggregate amount of Elective Contributions actually taken into account in computing the ADP of HCEs for such Plan Year, over

(ii) The maximum amount of such contributions permitted by the ADP test (determined by reducing contributions made on behalf of HCEs in order of the ADPs, beginning with the highest of such percentages).

(B) Determination of Income.
Income allocable to excess contributions shall be determined: (i) under any reasonable method used for allocating income to all Participants' Accounts and as applied consistently to all Participants for the Plan Year, or (ii) by multiplying income allocable to the Participant's Elective Contributions for the Plan Year by a fraction, the numerator of which equals the Participant's excess contributions for the year and the denominator of which equals the Participant's Account balance attributable to Elective Contributions as of the beginning of the Plan Year plus the Participant's Elective Contributions for the Plan Year. The Plan may distribute excess contributions (and income) without regard to consent otherwise required for Plan distributions.

4.9 Highly Compensated Employee ("HCE")

For purposes of this Article IV, highly compensated Employee ("HCE") shall have the meaning required by Code Section 414(q) and applicable Treasury Regulations.

(a) HCE Defined.
For a Plan Year, HCE means any Employee who:

(1) Was a Five-Percent Owner (as defined in subsection (c) below) at any time during the Plan Year or the preceding Plan Year; or

(2) For the preceding Plan Year, received compensation from his Employer(s) in excess of $80,000 (as adjusted in accordance with Code Section 415(d)).

(b) Former Employees.
A Former Employee shall be treated as an HCE if that individual was:

(1) An HCE when such individual separated from service with his Employer; or

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

(c) Five-Percent Owner.
An individual who owns (or is considered owning within the meaning of Code Section 318) more than five percent of the total combined voting power of all stock of an Employer or a Related Employer, within the meaning of Code Section 416. 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 an 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).

4.10 Quarterly Service Fee

A Participant's Account is charged a quarterly service fee. This fee is automatically deducted from the Participant's Account once a quarter. This fee pays for the expenses incurred by the Fund in providing and managing each Participant's Account and the Plan. These expenses include legal fees, service fees, administration fees and fees and expenses incurred in complying with federal laws.

4.11 Employer Contributions

Employer Contributions shall be made as required under the Collective Bargaining Agreement or other agreement requiring Contributions to the Fund and credited to the Participant’s Account on whose behalf such Contributions are made.

4.12 Crediting of Contributions

The Employer Contributions and Elective Contributions will be credited to the Participant's account on whose behalf the contributions are made. However, although Participants will receive credit for purposes of vesting, Participants will not receive monetary credit for the amount of money that the Employer did not contribute since the Fund did not receive the money. Therefore, each Participant's account will only reflect the amount of contributions made by the Employer that have been received by the Fund.

4.13 Contributions Irrevocable

The Employers have no right, title, or interest in the Contributions to the Fund and no part of the Fund will revert to the Employers.

ARTICLE V – DETERMINATION AND DISTRIBUTION OF BENEFITS

5.1 Determination of Benefits Upon Retirement

Every Participant may terminate his employment and retire for the purposes hereof on his Normal Retirement Date or Early Retirement Date. Upon such Normal Retirement Date or Early Retirement Date, all amounts credited to such Participant's Account shall become distributable. However, a Participant may postpone the termination of his employment with the Employer to a later date, in which event the participation of such Participant in the Plan, including the right to receive allocations to Section 4.6, shall continue until his Late Retirement Date. Upon a Participant's Retirement Date, or as soon thereafter as is practicable, the Board of Trustees shall distribute all amounts credited to such Participant's Account in accordance with Section 5.5.

5.2 Determination of Benefits Upon Death

Benefits upon Death shall be determined as follows:

(a) Upon the death of a Participant before his Retirement Date or other termination of his employment, all amounts credited to such Participant's Account shall be fully vested. The Board shall, in accordance with the provisions of Section 5.6, distribute the value of the deceased Participant's Account to the Participant's Beneficiary as soon as administratively practical after an application for benefits has been submitted to the Board on a form approved by the Board and the application is approved by the Board;

(b) The Board of Trustees, in accordance with the provisions of Section 5.6, shall distribute any remaining amounts credited to the account of such deceased Participant to such Participant's Beneficiary as soon as administratively practical after an application for benefits has been submitted to the Board on a form approved by the Board and the application is approved by the Board;

(c) The Board may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the account of a deceased Participant or Participant as the Board may deem desirable. The Board's determination of death and of the right of any person to receive payment shall be conclusive; and

(d) Unless otherwise elected in the manner prescribed in Section 5.6, the Beneficiary of the death benefit shall be the Participant's Spouse, who shall receive such benefit in the form of a Pre-Retirement Survivor Annuity pursuant to Section 5.6. Except, however, the Participant may designate a Beneficiary other than his Spouse if:

(1) The Participant and his spouse have validly waived the Pre-Retirement Survivor Annuity in the manner prescribed in Section 5.6, and the Spouse has waived her right to be the Participant's Beneficiary; or

(2) The Participant is legally separated or has been abandoned (within the meaning of local law) and the Participant has a court order to such effect (and there is no "qualified domestic relations order" as defined in Code Section 414(p) which provides otherwise);

(3) The Participant has no Spouse; or

(4) The Spouse cannot be located.

In such event, the designation of a Beneficiary shall be made on a form satisfactory to the Board. A Participant may at any time revoke his designation of a Beneficiary or change his Beneficiary by filing written notice of such revocation or change with the Board. However, the Participant's spouse must again consent in writing to any change in Beneficiary unless the original consent acknowledged that the spouse had the right to limit consent only to a specific Beneficiary and that the spouse voluntarily elected to relinquish such right. In the event no valid designation of Beneficiary exists at the time of the Participant's death, the death benefit shall be payable to his estate.

(e) Any consent by the Participant's spouse to waive any rights to the death benefit must be in writing, must acknowledge the effect of such consent and must be witnessed by a Plan representative or a Notary Public. Also the consent must be irrevocable and must acknowledge the specific non-spouse Beneficiary.

5.3 Determination of Benefits in Event of Disability

In the event of a Participant's Total and Permanent Disability prior to his Retirement Date or other termination of his employment, all amounts credited to such Participant's Account shall be fully vested. Following the event of Total and Permanent Disability, the

Board of Trustees, in accordance with the provisions of Sections 5.5 and 5.7, shall distribute to such Participant all amounts credited to such Participant's Account as though he had retired as soon as administratively practical after an application for benefits has been submitted to the Board on a form approved by the Board and the application is approved by the Board.

5.4 Determination of Benefits Upon Two Year Break in Service

At the election of a Participant, he may receive a distribution of his benefits after a Two-Year Break in Service. Any distribution under this paragraph shall be made in a manner which is consistent with and satisfies the provisions of Section 5.5, including, but not limited to, all notice and consent requirements of Code Sections 417 and 411(a)(11) and the Regulations thereunder.

Notwithstanding any provision in the Plan to the contrary, if the value of a Participant's benefit derived from Employer and Employee contributions does not exceed $1,000, the Board may direct the Board of Trustees to cause the entire vested benefit to be paid to such Participant in a single lump sum without the Participant’s consent. If the value is between $1,000 through $5,000, the amount may be paid if consent to the distribution is made in writing by the Terminated Participant.

5.5 Distribution of Benefits

Benefits shall be distributed as follows:

(a) The Board, pursuant to the election of the Participant, shall direct the Board of Trustees to distribute to a Participant or his Beneficiary any amount to which he is entitled under the Plan in one or more of the following methods:

(1) Unless otherwise elected as provided below, a Participant who is married on the "annuity starting date" shall receive the value of his benefits in the form of a joint and survivor annuity. The joint and survivor annuity shall be equal in value to a single life annuity. Such joint and survivor benefits following the Participant's death shall continue to the spouse during the spouse's lifetime at a rate equal to 50% of the rate at which such benefits were payable to the Participant. The Participant may elect to receive a smaller annuity benefit with continuation of payments to the spouse at a rate of 75% or 100% of the rate payable to a Participant during his lifetime.

An unmarried Participant shall receive the value of his benefit in the form of a life annuity. Such unmarried Participant, however, may elect in writing to waive the life annuity. The election must comply with the provisions of this Section as if it were an election to waive the joint and survivor annuity by a married Participant, but without the spousal consent requirement.

Such annuity payments are immediately payable upon meeting the eligibility requirements for benefits and the approval of an application for such benefits.

(2) Any election to waive the joint and survivor annuity must be made by the Participant in writing during the election period and be consented to by the Participant's spouse. Such election shall designate a Beneficiary and a form of benefit that may not be changed without spousal consent (unless the consent of the spouse expressly permits designations by the Participant without the requirement of further consent by the spouse). Such spouse's consent must be irrevocable and must acknowledge the effect of such election and be witnessed by a Plan representative or a Notary Public. Such consent shall not be required if it is established to the satisfaction of the Board that the required consent cannot be obtained because there is no spouse, the spouse cannot be located, or other circumstances that may be prescribed by Regulations. The election made by the Participant and consented to by his spouse may be revoked by the Participant in writing without the consent of the spouse at any time during the election period. The number of revocations shall not be limited. Any new election must comply with the requirements of this paragraph. A former spouse's waiver shall not be binding on a new spouse.

(3) The election period to waive the joint and survivor annuity shall be no less than the 30 day period and no more than the 180 day period ending on the "annuity starting date." A Participant may elect to waive the requirement that such notice be provided at least 30 days prior to commencement of benefits provided benefits commence no sooner than eight days following the provision of such notice.

(4) For purposes of this Section, the "annuity starting date" means the first day of the first period for which an amount is payable as an annuity, or, in the case of a benefit not payable in the form of an annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

(5) With regard to the election, the Board shall provide the Participant within a reasonable period of time before the "annuity starting date" (and consistent with Treasury Regulations), a written explanation of:

(A) The terms and conditions of the joint and survivor annuity;

(B) The Participant's right to make an election to waive the joint and survivor annuity;

(C) The right of the Participant's spouse to consent to any election to waive the joint and survivor annuity;

(D) The right of the Participant to revoke such election, and the effect of such revocation;

(E) A description of a Participant's right to defer a distribution; and

(F) A description of the consequences of failing to defer receipt of a distribution.

(b) In the event a married Participant duly elects pursuant to subsection (a)(2) above not to receive the retirement benefit in the form of a joint and survivor annuity, or if such Participant is not married, in the form of a life annuity, the Board, pursuant to the election of the Participant, shall direct the Board of Trustees to distribute to a Participant or his Beneficiary any amount to which he is entitled under the Plan in one or more of the following methods:

(1) One lump sum payment in cash; or

(2) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond either the life of the Participant (or the lives of the Participant and his designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and his designated Beneficiary).

(3) In equal monthly, payments in an amount determined by the Participant. The monthly payment amount shall not be less than $100. The Participant may change the monthly payment amount one per Plan Year. This Section 5.5(b)(3) is subject to the Required Minimum Distribution rules provided for in Section 5.7 and under Section 401(a)(9) of the Internal Revenue Code.

(c) The present value of a Retired Participant's joint and survivor annuity derived from Employer and Employee contributions, if any, may not be paid without his written consent if the value exceeds $1,000. If the present value is between $1,000 through $5,000, the amount may be paid if consent to the distribution is made in writing by the Participant. Further, the spouse of a Retired Participant must consent in writing to any immediate distribution. If the value of the Retired Participant's benefit derived from Employer and Employee contributions, if any, does not exceed $1,000, the Board may immediately distribute such benefit without such Retired Participant's or spouse’s consent. No distribution may be made under the preceding sentence after the annuity starting date unless the Participant and his spouse consent in writing to such distribution. Any written consent required under this paragraph must be obtained not more than 180 days

before commencement of the distribution and shall be made in a manner consistent with Section 5.5(a)(2).

(d) Any distribution to a Participant who has a benefit which exceeds, or has ever exceeded, $1,000 shall require such Participant's consent if such distribution commences prior to the later of his Normal Retirement Age or age 62. With regard to this required consent:

(1) No consent shall be valid unless the Participant has received a general description of the material features and an explanation of the relative values of the optional forms of benefit available under the Plan that would satisfy the notice requirements of Code Section 417;

(2) The Participant must be informed of his right to defer receipt of the distribution. If a Participant fails to consent, it shall be deemed an election to defer the commencement of payment of any benefit. However, any election to defer the receipt of benefits shall not apply with respect to distributions which are required under Section 5.5(e);

(3) Notice of the rights specified under this paragraph shall be provided no less than 30 days and no more than 180 days before the "annuity starting date". A Participant may elect to waive the requirement that such notice be provided at least 30 days prior to commencement of benefits provided benefits commence no sooner than eight days following the provision of such notice; and

(4) Written consent of the Participant to the distribution must not be made before the Participant receives the notice and must not be made more than 180 days before the "annuity starting date".

(e) Notwithstanding any provision in the Plan to the contrary, the distribution of a Participant's benefits, made on or after January 1, 1985, whether under the Plan or through the purchase of an annuity contract, shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder (including Regulation Section 1.401(a)(9)-2):

(1) A Participant's benefits shall be distributed to him not later than April 1st of the calendar year following the later of: (A) the calendar year in which the Participant attains age 70 ½, or (B) the calendar year in which the Participant retires (other than a 5% owner). Alternatively, distributions to a Participant must begin no later than the applicable April 1st as determined under the preceding sentence and must be made over the life of the Participant (or the lives of the Participant and the Participant's designated Beneficiary) or a period certain measured by the life expectancy of the Participant (or the life expectancies of the Participant and his designated Beneficiary) in accordance with Regulations; and

(2) Distributions to a Participant and his Beneficiaries shall only be made in accordance with the incidental death benefit requirements of Code Section 401(a)(9)(G) and the Regulations thereunder.

(3) For Participants who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), age 72 shall be substituted for age 70 ½ in Section 5.5(e)(1), above.

(f) For purposes of this Section, the life expectancy of a Participant and a Participant's spouse (other than in the case of a life annuity) may, at the election of the Participant or the Participant's spouse, be re-determined in accordance with Regulations. The election, once made, shall be irrevocable. If no election is made by the time distributions must commence, then the life expectancy of the Participant and the Participant's spouse shall not be subject to recalculation; shall not be re-determined in accordance with Code Section 401(a)(9)(D). Additionally, life expectancy and joint and last survivor expectancy shall be computed using the return multiples in Tables V and VI of Regulation Section 1.72-9.

5.6 Distribution of Benefits Upon Death

Upon the death of a Participant, benefits will be distributed as follows:

(a) Unless otherwise elected as provided below, a Participant who dies before the annuity starting date and who has a surviving spouse shall have his death benefit paid to his surviving spouse in the form of a Pre-Retirement Survivor Annuity. The Participant's spouse may direct that payment of the Pre-Retirement Survivor Annuity commence within a reasonable period after the Participant's death. If the spouse does not so direct, payment of such benefit will commence at the time the Participant would have attained the later of his Normal Retirement Age or age 62. However, the spouse may elect a later commencement date. Any distribution to the Participant's spouse shall be subject to the rules specified in Section 5.6(h).

(b) Any election to waive the Pre-Retirement Survivor Annuity before the Participant's death must be made by the Participant in writing during the election period and shall require the spouse's irrevocable consent in the same manner provided for in Section 5.5(a)(2). Further, the spouse's consent must acknowledge the specific non-spouse Beneficiary and the alternative form of death benefit to be paid in lieu of the Pre-Retirement Survivor Annuity. Notwithstanding the foregoing, the non-spouse Beneficiary or the alternative form of death benefit need not be acknowledged, provided the consent of the spouse acknowledges that the spouse has the right to limit consent only to a specific Beneficiary or a specific form of benefit and that the spouse voluntarily elects to relinquish one or both of such rights.

(c) The election period to waive the Pre-Retirement Survivor Annuity shall begin on the first day of the Plan Year in which the Participant attains age 35 and end on the date of the Participant's death. In the event a vested Participant separates from service prior to the beginning of the election period, the election period shall begin on the date of such separation from service.

(d) With regard to the election, the Board shall provide each Participant within the applicable period, with respect to such Participant (and consistent with Regulations), a written explanation of the Pre-Retirement Survivor Annuity containing comparable information to that required pursuant to Section 5.5(a)(5). For the purposes of this paragraph, the term "applicable period" means, with respect to a Participant, whichever of the following periods ends last:

(1) The period beginning with the first day of the Plan Year in which the Participant attains age 32 and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age 35;

(2) A reasonable period after the individual becomes a Participant. For this purpose, in the case of an individual who becomes a Participant after age 32, the explanation must be provided by the end of the three-year period ending with the first day of the first Plan Year for which the individual is a Participant;

(3) A reasonable period ending after Code Section 401(a)(11) applies to the Participant; or

(4) A reasonable period ending after separation from service in the case of a Participant who separates before attaining age thirty-five (35). For this purpose, the Board must provide the explanation at the time of separation or within one year after separation.

(e) If the value of the Pre-Retirement Survivor Annuity derived from Employer and Employee contributions does not exceed $1,000, the Board may direct the immediate distribution of such amount to the Participant's spouse. No distribution may be made under the preceding sentence after the annuity starting date unless the spouse consents in writing. If the value exceeds $1,000, an immediate distribution of the entire amount may be made to the surviving spouse, provided such surviving spouse consents in writing to such distribution. Any written consent required under this paragraph must be obtained not more than 90 days before commencement of the distribution and shall be made in a manner consistent with Section 5.5(a)(2).

(f) In the event the death benefit is not paid in the form of a Pre-Retirement Survivor Annuity, it shall be paid to the Participant's Beneficiary by either of the following methods, as elected by the Participant (or if no election has been made prior to the

Participant's death, by his Beneficiary) subject to the rules specified in Section 5.6(g):

(1) One lump sum payment in cash or in property; or

(2) Purchase of or providing an annuity. However, such annuity may not be in any form that will provide for payments over a period extending beyond the life expectancy of the Participant (or the life expectancies of the Participant and his designated Beneficiary).

(g) Notwithstanding any provision in the Plan to the contrary, distributions upon the death of a Participant, made on or after January 1, 1985, shall be made in accordance with the following requirements and shall otherwise comply with Code Section 401(a)(9) and the Regulations thereunder. If the death benefit is paid in the form of a Pre-Retirement Survivor Annuity, then distributions to the Participant's surviving spouse must commence on or before the later of: (1) December 31st of the calendar year immediately following the calendar year in which the Participant died, or (2) December 31st of the calendar year in which the Participant would have attained age 70 ½. If it is determined, pursuant to Regulations, that the distribution of a Participant's interest has begun and the Participant dies before his entire interest has been distributed to him, the remaining portion of such interest shall be distributed at least as rapidly as the method of distribution in effect at the date of his death. If a Participant dies before he has begun to receive any distributions of his interest under the Plan or before distributions are deemed to have begun pursuant to Regulation (and distributions are not to be made in the form of a Pre-Retirement Survivor Annuity), then his death benefit shall be distributed to his Beneficiaries by December 31st of the calendar year in which the fifth anniversary of his date of death occurs.

However, in the event that the Participant's spouse (determined as of the date of the Participant's death) is his Beneficiary, then in lieu of the preceding rules, distributions must be made over the life expectancy of the spouse (or over a period not extending beyond the life expectancy of the spouse) and must commence on or before the later of (1) December 31st of the calendar year immediately following the calendar year in which the Participant died, or (2) December 31st of the calendar year in which the Participant would have attained age seventy and one-half (701/2). If the surviving spouse dies before distributions to such spouse begin, then the five year distribution requirement of this Section shall apply as if the spouse was the Participant;

For Participant’s who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), age 72 shall be substituted for age 70 ½ in this section 5.6(g).

(h) For purposes of Section 5.6(g), the election by a designated Beneficiary to be excepted from the five year distribution requirement must be made no later than

December 31st of the calendar year following the calendar year of the Participant's death. Except, however, with respect to a designated Beneficiary who is the Participant's surviving spouse, the election must be made by the earlier of (1) December 31st of the calendar year immediately following the calendar year in which the Participant died or, if later, the calendar year in which the Participant would have attained age 70 ½, or (2) December 31st of the calendar year which contains the fifth anniversary of the date of the Participant's death. An election by a designated Beneficiary must be in writing and shall be irrevocable as of the last day of the election period stated herein. In the absence of an election by the Participant or a designated Beneficiary, the five (5) year distribution requirement shall apply;

For Participant's who turn 70 ½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949), age 72 shall be substituted for age 70 ½ in this section 6.6(h); and

(i) For purposes of this Section, the life expectancy of a Participant and a Participant's spouse (other than in the case of a life annuity) may, at the election of the Participant or the Participant's spouse, be re-determined in accordance with Regulations. The election, once made, shall be irrevocable. If no election is made by the time distributions must commence, then the life expectancy of the Participant and the Participant's spouse shall not be subject to recalculation. Additionally, the life expectancy and joint and last survivor expectancy shall be computed using the return multiples in Tables V and VI of Regulation Section 1.72-9.

5.7 Time of Distribution

Notwithstanding any other provision of this Plan to the contrary except Sections 5.5 and 5.6, whenever the Board of Trustees is to make a distribution as soon as administratively practical after an application for benefits has been submitted to the Board on a form approved by the Board and the application is approved by the Board, the distribution or series of payments may be made or begun on such date or as soon thereafter as is practicable, but in no event later than 180 days after the date the application of benefits has been submitted. Except, however, unless otherwise elected in writing, the payment of benefits shall begin not later than the 60th day after the close of the Plan Year in which the latest of the following events occurs:

(a) The date on which the Participant attains the earlier of age 65 or the Normal Retirement Age specified herein;

(b) The tenth anniversary of the year in which the Participant commenced participation in the Plan; or

(c) The date the Participant terminates his service with all Employers.

With respect to distributions under the Plan made in calendar years beginning on or after January 1, 2002, the Plan will apply the minimum distribution requirements of Section 401(a)(9) of the Internal Revenue Code in accordance with the regulations under Section 401(a)(9) that were proposed in January 2001, notwithstanding any provision of the Plan to the contrary. This amendment shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under Section 401(a)(9) or such other date specified in guidance published by the Internal Revenue Service.

5.8 Distribution for Minor Beneficiary

In the event a distribution is to be made to a minor, then the Board may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian or parent of a minor Beneficiary shall fully discharge the Board of Trustees, the Board and Plan from further liability on account thereof.

5.9 Location of Participant or Beneficiary Unknown

In the event that all, or any portion, of the distribution payable to a Participant or his Beneficiary hereunder shall, at the expiration of two years after it shall become payable, remain unpaid solely by reason of the inability of the Board, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be forfeited and shall be used to reduce the cost of the Plan. In the event a Participant or Beneficiary is located subsequent to his benefit being forfeited, such benefit shall be restored.

5.10 Limitations on Benefits and Distributions (QDROs)

All rights and benefits, including elections, provided to a Participant in this Plan shall be subject to the rights afforded to any alternate payee under a qualified domestic relations order. Furthermore, a distribution to an alternate payee shall be permitted if such distribution is authorized by a qualified domestic relations order, even if the affected Participant has not reached the earliest retirement age under the Plan. For the purposes of this Section, "alternate payee", "qualified domestic relations order" and "earliest retirement age" shall have the meaning set forth under Code Section 414(p).

5.11 Service Credit with Respect to Qualified Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credits with respect to qualified military service under the Uniformed Services Employer and Reemployment Rights Act (USERRA) will be provided as follows:

Military Service Credits will be funded as an administrative expense and a Participant

will be credited for each month of military service based upon the average contributions that were received in his behalf during the previous 12 months.

Notwithstanding the foregoing, a person reemployed under this section shall be entitled to accrued benefits that are contingent on the making of, or derived from, elective deferrals (as defined in section 402(g)(3) of the Internal Revenue Code) only to the extent the person makes payment to the Plan with respect to such contributions or deferrals. No such payment may exceed the amount the person would have been permitted or required to contribute had the person remained continuously employed by the Employer throughout the period of qualified military service. Any payment to the Plan described in this paragraph shall be made during the period beginning with the date of reemployment and ending on the date which is equal to three times the period of the person's qualified military service, not to exceed five years.

Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credits with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

The following procedures shall be used to implement Section 414(u) of the Internal Revenue Code:

Notification. Prior to entering military service (i.e. service covered under the Uniformed Services Employment and Reemployment Act), a Participant is required to provide advance written or verbal notice to his employer unless giving such notice is precluded by military necessity or is otherwise impossible or unreasonable.

Disclosure Requirement. Upon application for re-employment, a Participant shall be required to provide documentation to establish the timeliness of his application for re-employment (a copy of the Participant's discharge papers shall be sufficient).

Service and Discharge. Credit will be given under this section only if service is for no more than five years, unless extended at the government's request, and the Participant is discharged under honorable conditions.

A Participant will only be entitled to the benefits of this section if he/she returns to covered employment under the Collective Bargaining Agreement within the following time frames:

(1) for uniformed service of less than 31 days, by the next work day after the end of service plus 8 hours, or as soon as possible after the end of the eight hour period if reporting earlier is impossible through no fault of the Participant;

(2) for service of more than 30 days but less than 181 days, within 14 days of

completing the service, or the next full calendar day if returning earlier is impossible through no fault of the Participant; or

(3) for service of more than 180 days, within 90 days after completion of the service.

Notwithstanding the foregoing, the beneficiary of a Participant on a leave of absence to perform military service with reemployment rights under Section 414(u) of the Internal Revenue Code shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Participant died as an active Participant in accordance with Section 401(a)(37) of the Internal Revenue Code.

5.12 Loans to Participating Employees

The Board of Trustees, in its discretion, may authorize a loan to a Participant who is a party in interest, within the meaning of ERISA Section 3(14), upon receipt of a written request from the Participant. Loans may be made with Participant's Elective Contributions and/ or Employer Contributions.

The total amount of any such loan will not exceed the lesser of $50,000 or 50% of the value of the Participant's vested Account balance. The $50,000 limitation will be reduced by the excess, if any, of the highest outstanding balance of loans from the Plan during the one year period ending on the day before the date on which such loan was made over the outstanding balance of loans from the Plan on the date that such loan was made.

No subsequent loans will be allowed if a Participant has defaulted on a loan. No subsequent loans will be allowed if the prior loan has not been repaid in full.

A request by a Participant for a loan will be made in writing to the Board and will specify the amount of the loan, and the Account(s) of the Participant from which the loan should be made. The terms and conditions on which the Board will approve loans under the Plan will be applied on a reasonably equivalent basis with respect to all Participants. If a Participant's request for a loan is approved by the Board, the Board will arrange for the distribution of the specified amount in a single sum payment of cash to the Participant.

Loans will be made on such terms and subject to such limitations as the Board may prescribe, provided any such loan is evidenced by a written promissory note, bears a reasonable rate of interest on the unpaid principal, is adequately secured and will be repaid by the Participant over a period not to exceed five years, unless the loan is for the purpose of acquiring a dwelling unit used or to be used within reasonable time as the principal residence of the Participant. The interest rate charged on a loan must be at least equivalent to the prevailing interest rate charged by persons in the business of lending money for loans which would be made under similar circumstances. Loan repayments will be suspended while a Participant is performing service in the uniformed services as provided in Code Section 414(i)(4).

Any loan to a Participant under the Plan will be secured by the pledge of 50% of the Participant's right, title and interest in his Account. The pledge will be evidenced by the execution of a promissory note by the Participant.

The Board will have the sole responsibility for ensuring that a Participant timely makes all scheduled loan payments. Repayment will be paid to the Trust accompanied by documentation identifying the Participant on whose behalf the loan repayment is being made. Any loan must be amortized on a substantially level basis, with payments not less frequently than monthly over the term of the loan. A loan may be prepaid without penalty at any time.

In the event of a default by a Participant on a loan repayment, at the discretion of the Board all remaining principal payments on the loan will be immediately due and payable. The Board will be authorized (to the extent permitted by law) to take any and all actions necessary and appropriate to enforce collection of the unpaid loan. However, in the event of a default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Plan. A default will be deemed to have occurred if any loan payment has not been made within 90 days of when the payment was due to be paid by the Participant.

Upon a Participant's retirement or death, or upon a Participant's earlier distribution, the unpaid balance of any loan, including any unpaid interest, will be deducted from the payment or distribution from the Plan to which said Participant or his designated Beneficiary may be entitled and the vested interest in the Account will be correspondingly reduced.

The Administrator shall issue written loan guidelines, which shall form part of the Plan, describing the procedures and conditions for making loans, and may revise those guidelines at any time, for any reason.

A Participant must obtain the consent of his spouse, if any, to use of the Account balance as security for the loan. Spousal consent shall be obtained no earlier than the beginning of the 90 day period that ends on the date on which the loan is to be so secured. The consent must be in writing, must acknowledge the effect of the loan and must be witnessed by a Plan representative or notary public. Such consent shall thereafter be binding with respect to the consenting spouse or any subsequent spouse with respect to that loan. A new consent shall be required if the Account balance is used for renegotiation, extension, renewal or other revision of the loan.

ARTICLE VI – AMENDMENT, TERMINATION AND MERGERS

6.1 Amendment

The Board shall have the right at any time to amend the Plan.

6.2 Termination

The following rules govern termination of the Plan:

(a) The Board shall have the right at any time to terminate the Plan. Upon any full termination, all amounts credited to the affected Participants' Accounts shall become 100% vested as provided in Section 5.4; and

(b) Upon the full termination of the Plan, the Board shall direct the distribution of the assets of the Trust Fund to the Participants in a manner which is consistent with and satisfies the provisions of Section 5.5. Distributions to a Participant shall be made in cash or in property or through the purchase of irrevocable non-transferable deferred commitments from an insurer. Except as permitted by Regulations, the termination of the Plan shall not result in the reduction of Section 411(d)(6) protected benefits.

6.3 Merger or Consolidation

This Plan ~~and Trust~~ may be merged or consolidated with, or its assets and/or liabilities may be transferred to any other Plan ~~and Trust~~ only if the benefits which would be received by a Participant of this Plan, in the event of a termination of the Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan had terminated immediately before the transfer, merger or consolidation, and such transfer, merger or consolidation does not otherwise result in the elimination or reduction of any "Section 411(d)(6) protected benefits."

ARTICLE VII – MISCELLANEOUS

7.1 Alienation

The following rules apply to the alienation of benefits:

(a) Subject to the exceptions provided below, no benefit which shall be payable out of the Trust Fund to any person (including a Participant or his Beneficiary) shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any such person; nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Board of Trustees, except to such extent as may be required by law;

(b) This provision shall not apply to the extent a Participant or Beneficiary is indebted to the Plan, for any reason, under any provision of this Agreement. At

the time a distribution is to be made to or for a Participant's or Beneficiary's benefit, such proportion of the amount distributed as shall equal such indebtedness shall be paid by the Board of Trustees to apply against or discharge such indebtedness. Prior to making a payment, however, the Participant or Beneficiary must be given written notice by the Board that such indebtedness is to be so paid in whole or part from his Participant's Account. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against his vested Participant's Account, he shall be entitled to a review pursuant to the Plan claim and appeal procedures.

(c) This provision shall not apply to a qualified domestic relations order defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Board under the provisions of the Retirement Equity Act of 1984. The Board shall establish a written procedure to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.

7.2 Construction of Agreement

This Plan shall be construed and enforced according to, the Code, and the laws of the State of Michigan, other than its laws respecting choice of law, to the extent not pre-empted by federal law.

7.3 Gender and Number

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

7.4 Employer's and Board of Trustees' Protective Clause

Neither the Employer, the Union nor the Board of Trustees, nor their successors, shall be responsible for the validity of any contract issued hereunder or for the failure on the part of the insurer to make payments provided by any such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

7.5 Receipt and Release for Payments

Any payment to any Participant, his legal representative, Beneficiary, or to any guardian or committee appointed for such Participant or Beneficiary in accordance with the provisions of this Agreement, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Board of Trustees and the Board, either of whom may require such Participant legal representative, Beneficiary, guardian or committee, as a

condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Board of Trustees or Board.

7.6 Headings

The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

7.7 Deductibility

Notwithstanding any provisions to the contrary, except as otherwise specifically provided herein, any contribution by the Employer to the Trust Fund is conditioned upon the deductibility of the contribution by the Employer under the Code and, to the extent any such deduction is disallowed, the Employer may within one year following the disallowance of the deduction, demand repayment of such disallowed contribution and the Board of Trustees shall return such contribution within one year following the disallowance if permitted by law. Earnings of the Plan attributable to the excess contribution may not be returned to the Employer, but any losses attributable thereto must reduce the amount so returned.

7.8 Uniformity

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

7.9 Transfer of Interest

Notwithstanding any other provision contained in this Plan, the Board of Trustees at the direction of the Board shall transfer, upon a Two-Year Break in Service of a Participant, the Vested interest of such Participant in his account to another trust forming part of a pension, profit sharing or stock bonus plan maintained by such Participant's new employer and represented by said employer in writing as meeting the requirements of Code Section 401(a), provided that the trust to which such transfers are made permits the transfer to be made.

7.10 Direct Rollover

The following rules apply to Direct Rollovers:

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover; and

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

(1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (no less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income, if any.

If, with respect to any portion of a distribution of a deceased Employee from this Plan, a direct trustee-to-trustee transfer is made to an individual retirement plan described in Code Section 402(c)(8)(B)(i) or (ii) that was established for the purposes of receiving the distribution on behalf of an individual who is a designated Beneficiary of the Employee and who is not the surviving spouse of the Employee, then the transfer shall be treated as an Eligible Rollover Distribution. An Eligible Rollover Distribution does not include "hardship" distributions.

A "hardship distribution" shall mean a distribution both is made on account of an immediate and heavy financial need of the Employee and is necessary to satisfy the financial need."

(2) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

Effective for distributions made after December 31, 2001, an Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The 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 Section 414(p) of the Code.

Effective for distributions made on or after August 1, 2008, an Eligible Retirement Plan also includes a Roth IRA.

(3) A "Distributee" includes an Employee or Former Employee. In addition, the Employee's or Former Employee's surviving spouse and the Employee's or Former Employee's spouse or former spouse who is the "alternate payee" under a "qualified domestic relations order", as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse. The term "Distributee" shall also include a designated non-spouse beneficiary of an Employee or Former Employee.

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

(c) Participants ordered or called to active duty on or after September 11, 2001 who take a "qualified reservist distribution" are exempt from the ten percent early distribution penalty. A "qualified reservist distribution" is: (1) a distribution from elective deferrals under a 401(k) plan or certain similar arrangement, (2) made to a reservist who was ordered or called to active duty in military service for a period in excess of 179 days or for an indefinite period and (3) that is made during the period beginning on the date of such order or call to duty and ending at the close of the active duty period.

7.11 Transfers From Qualified Plans

The following rules, ~~effective as of January 7, 1998,~~ apply to transfers from qualified plans:

(a) With the consent of the Board, Participants may transfer funds from other Qualified Multi-Employer Defined Contribution Plans, provided that the Plan from which such Funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax-exempt status of, the Plan or create adverse tax consequences to the Employer. The amounts transferred shall be set up in a separate account and referred to as a "Participant's Rollover Account". Such account shall be fully vested at all times and shall not be subject to forfeiture for any reason;

(b) Amounts in a "Participant's Rollover Account" shall be held pursuant to the provisions of this Plan and may not be withdrawn by, or distributed to, the Participant, in whole or in part, except as provided for in the Plan;

(c) For purposes of this Section, the term "qualified plan" shall mean any tax qualified plan under Code Section 401(a); and

(d) Prior to accepting any transfers to which this Section applies, the Trustees may require the Employee to establish that the amounts to be transferred to this Plan

meet the requirements of this Section and they may also require the Employee to provide an opinion of counsel satisfactory to the Trustees that the amounts to be transferred meet the requirements of this Section.

7.12 Outstanding Payments

In the event any payment issued by the Fund, for any reason, has not been redeemed by the payee for a period 24 months, or such lesser time set forth on the payment issued by the Fund, such payment is void and reverts to the Plan as a Plan asset.

7.13 Overpayments

The Fund has the right to recover from any Participant, Retiree, Spouse, Surviving Spouse, Beneficiary, or other payee any amounts paid by the Fund which were not properly owing under the terms of the Plan, whether such amounts were paid by mistake, fraud, or any other reason. The Fund has the right to pursue the payee (including the Participant/Retiree and his/her Spouse jointly and severally), for the full amount due and owing under this provision. At the Fund's sole option, it may enforce this provision by offsetting future benefits, or crediting Contributions received against the debt owed the Fund under this provision, until the amount owed has been recovered.

7.14 Rights Limited to Those Rights Granted by Plan

No Participant, Vested Former Participant, Retiree, Beneficiary, or any person claiming by or through any such person, shall have any right, interest or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of the Plan or Fund.

7.15 Mistaken Contributions

Mistaken contributions may be returned pursuant to ERISA §403(c)(2)(A)(ii).

ARTICLE VIII – RECIPROCITY

8.1 Reciprocity

The Fund may enter into reciprocity agreements under terms and conditions acceptable to the Trustees.

This Agreement has been executed _____, 2020.

For the Union	**For the Employers**
_____	_____
_____	_____
_____	_____

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