

NORTHWEST CARPENTERS RETIREMENT PLAN

**Incorporating Amendment 1
(Reflecting Plan terms in effect January 1, 2023)**

NORTHWEST CARPENTERS RETIREMENT PLAN

Restated as of July 1, 2022
as amended by Amendment 1 (reflecting Plan terms in effect January 1, 2023)

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WHEREAS, with the passage of the Employee Retirement Income Security Act of 1974 (ERISA) and the adoption of final regulations implementing the Act by the Internal Revenue Service and the Department of Labor, it became necessary to amend the Retirement Plan to conform to the Act and regulations promulgated thereunder, effective as of the Plan Year beginning January 1, 1976; and

WHEREAS, the Plan was restated effective January 1, 1986, January 1, 1988, January 1, 1990, January 1, 1994, January 1, 2001, November 1, 2003, November 1, 2009, July 1, 2014 and January 1, 2017 to include amendments to the Retirement Plan; and

WHEREAS, the Oregon-Washington Carpenters-Employers Pension Plan merged with and into this Plan effective 11:59 p.m. on June 30, 2021, and as a result of such merger, the Board has redesignated the Plan as the “Northwest Carpenters Retirement Plan; and

WHEREAS, it is now desirable and necessary to further amend and restate the Plan to reflect amendments adopted at an December 7, 2021 meeting of the Board of Trustees implementing a new benefit accrual structure effective as of January 1, 2022, which shall apply for all Employees (inclusive of Legacy OWCEPP Participants) from that date forward, except as indicated, and at the March 29, 2022 meeting of the Board of Trustees;

NOW, THEREFORE, the Trustees do hereby adopt the following Northwest Carpenters Retirement Plan, restated and amended as of July 1, 2022.

ARTICLE 1

Definitions

1.1 Terms Common to the Trust Agreement

Whenever the terms “Collective Bargaining Agreement,” “Individual Employer,” “Employee,” “Associate Employee,” “Fund,” and “Trustees” are used herein, they shall have the meanings given to these terms in the Trust Agreement.

Except where otherwise indicated, the words “Employees” and “Associate Employees” shall have the same meaning in administering the Plan, except where otherwise specifically provided as to “Associate Employees.”

1.2 Annuity Starting Date

“Annuity Starting Date” shall mean 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 as an annuity, the first day on which all events have occurred which entitle the Employee to such benefit. Notwithstanding the foregoing, in the case of an Employee retired on a Disability Retirement, the “Annuity Starting Date” shall mean the date the Employee attains age 65.

1.3 Actuarial Equivalent or Actuarially Equivalent

“Actuarial Equivalent” or “Actuarially Equivalent” shall mean, for determining Plan benefits, calculations made to produce equal present values.

1.3.1 Benefit Accruals On and After January 1, 2017. For benefit accruals earned on and after January 1, 2017, the determination of whether benefits are Actuarially Equivalent, including Actuarial Equivalence of the 50 percent, 75 percent, and 100 percent Joint and Survivor and Contingent Benefit Options, shall be based on the applicable mortality assumption prescribed by the

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Secretary of the Treasury under Code § 417(e)(3)(B) and the Hurdle Rate as described in Article 6.1.3(b)(6).

1.3.2 Benefit Accruals Prior to January 1, 2017. For benefit accruals earned prior to January 1, 2017, the determination of whether benefits are Actuarially Equivalent shall be made based on the 1984 Unisex Pension Mortality Table, and an interest rate of seven percent (7%). Actuarial reductions for the 50 percent, 75 percent, and 100 percent Joint and Survivor and Contingent Benefit Options are explicitly stated in an Appendix to the Plan. The mortality table applicable for adjusting benefits or limitations under Internal Revenue Code (Code) § 415(b)(2) and for determining the present value of Plan benefits under Code § 417(e)(3) shall be the applicable mortality assumption prescribed by the Secretary of the Treasury under Code § 417(e)(3)(B).

1.3.3 Assumptions for Purposes of Internal Revenue Code § 415 Limitations. Notwithstanding subsections 1.3.1 and 1.3.2, for distributions after December 31, 2003 and before January 1, 2006, the applicable interest rate assumption for adjusting benefits under Code § 415(b) in a form subject to Code § 417(e)(3) shall be the greater of 5.5% or the rate specified in Code § 417(e) for the fifth month preceding the stability period, which shall be the Plan Year, provided that amounts payable before January 1, 2005 shall not be less than the amount payable using the interest rate assumption in effect on December 31, 2003. For distributions after December 31, 2005, the applicable interest rate assumption for adjusting benefits under Code § 415(b) in a form subject to Code § 417(e)(3) shall be the greater of 5.5% or the rate that provides a benefit of not more than 105% of the benefit that would be provided if the applicable interest rate (as defined in § 417(e)(3)) were the interest rate assumption for the fifth month preceding the stability period, which shall be the Plan Year.

1.4 Compensation

“Compensation” means an Employee’s wages within the meaning of Internal Revenue Code § 3401(a) and all other payments of compensation to an Employee by the Individual Employer (in the course of an Individual Employer’s trade or business) for which the Individual Employer is required to furnish the Employee a written statement under Code § 6049(d) and § 6051(a).

“Compensation” shall also include elective deferrals defined in Internal Revenue Code § 402(g)(3), including elective deferrals under § 401(k), § 402(e)(3), § 402(h), § 403(b) or § 408(p)(2)(A)(i), elective contributions or deferrals not included in gross income under Internal Revenue Code § 125 and § 457, and elective reductions under Internal Revenue Code § 132(f)(4).

1.5 Combined Service Credit

“Combined Service Credit” shall mean the total of an Employee’s Credited Service under this Plan and Reciprocal Service under Article 5.2.1. No more than one year of Combined Service Credit shall be counted for the benefit of any Employee in any calendar year.

1.6 Computation Period

“Computation Period” shall mean the Plan Year for all purposes.

1.7 Covered Service

“Covered Service” shall mean the Hours of Service of an Employee for which a contribution to the Retirement Plan is required to be made under the terms of a Collective Bargaining Agreement, or other written contribution agreement.

1.8 Credited Future Service

1.8.1 “Credited Future Service” shall mean the years of service credited to any Employee after January 1, 1960.

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(a) From January 1, 1960 through December 31, 1964, an Employee will be credited with one-half of a year of Future Service for any calendar year in which he has at least 500, but less than 1,000 Hours of Service, and one year of Future Service for any calendar year in which he has 1,000 or more Hours of Service.

(b) On or after January 1, 1965, an Employee will be credited with one-half of a year of Future Service for any calendar year in which he has at least 500, but less than 750 Hours of Service, and three-quarters of a year of Future Service for any calendar year in which he has at least 750, but less than 1,000 Hours of Service, and one year of Future Service for any calendar year in which he has 1,000 or more Hours of Service. An Employee will receive no credit for Future Service in a calendar year in which he has less than 500 Hours of Service.

(c) On or after January 1, 2022, an Employee will be credited with one-quarter of a year of Credited Future Service for any calendar year in which he has at least 300, but fewer than 500 Hours of Service, and one-half of a year of Credited Future Service for any calendar year in which he has at least 500, but fewer than 750 Hours of Service, and three-quarters of a year of Credited Future Service for any calendar year in which he has at least 750, but fewer than 1,000 Hours of Service, and one year of Credited Future Service for any calendar year in which he has 1,000 or more Hours of Service. An Employee will receive no credit for Credited Future Service in a calendar year in which he has fewer than 300 Hours of Service.

1.8.2 Effective January 1, 1968, after an Employee has reached his Normal Retirement Date, and prior to his actual retirement, he may continue to accumulate Credited Future Service as a result of Covered Hours of Service.

1.8.3 After January 1, 1976, or the Unit Entry Date, if later, an Employee shall also be entitled to a year of Credited Future Service for vesting purposes and to avoid a Break in Service (but not

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for benefit accrual purposes) for each year of Non-Covered Service with any Employer required to make contributions under this Plan, if the service is contiguous. Non-Covered Future Service is contiguous if: (1) the Non-Covered Service precedes or follows Covered Service; and (2) no quit, discharge, or retirement occurs between such Covered Service and Non-Covered Service.

Contiguous Non-Covered Service may be used to satisfy the requirement of 750 Hours of Service in this Plan in the three (3) consecutive Plan Year periods immediately preceding an Employee's Special Early or Rule of 80 Early Retirement Dates under Articles 4.2.2 and 4.2.3, an Employee's Disability Retirement Date under Article 4.3, or for the Pre-retirement Survivor Benefit of Article 8.2.

1.8.4 An Employee with at least one (1) previous year of service in this Plan shall also be entitled to Credited Future Service for vesting purposes and to avoid a Break in Service (but not for benefit accrual purposes), for service under a residential bargaining agreement that does not require contributions to this Plan, if the employer is required to make contributions on behalf of the Employee for that service to the Carpenters Health and Security Plan of Western Washington. The amount of service earned in this Plan will be equal to the hours of service earned in the Health and Security Plan.

The maximum years of service that can be earned under this Article 1.8.4 is four years.

This Article 1.8.4 will be effective for retirements with an Annuity Starting Date on or after January 1, 1995, for service rendered prior to or after January 1, 1995.

1.8.5 Effective April 1, 2009, an Employee shall receive one year of Credited Future Service for vesting purposes and to avoid a Break in Service (but not for benefit accrual purposes) for each consecutive Plan Year in which the Employee worked 1,000 hours or more in work of the type covered by a Collective Bargaining Agreement which is with an Individual Employer immediately

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preceding the date that Individual Employer first begins contributing to the Plan. An Employee is only entitled to Credited Future Service under this Article 1.8.5 if: (1) the Employee's Individual Employer first begins contributing to the Fund on or after April 1, 2009; (2) the Employee is employed by the Individual Employer on the date the Individual Employer first begins contributing to the Fund; and (3) the Employee earns 1,000 or more Hours of Service with that Individual Employer in the Plan Year in which the Individual Employer first begins contributing to the Plan, or in the immediately following Plan Year. The maximum years of service that can be earned under this Article 1.8.5 is four years. Credited Future Service earned under this Article 1.8.5 will not be used for purposes of determining whether an Employee qualifies for the Rule of 80 Early Retirement.

No more than one year of Credited Future Service will be counted under this Article 1.8 for the benefit of any Employee in a calendar year.

1.8.6 For the Plan Year beginning January 1, 2020, an Employee who earned at least 500 Hours of Service under the Pacific Northwest Master Trade Show Agreement shall receive one year of Credited Future Service for vesting purposes and to avoid a Break in Service (but not for benefit accrual purposes).

1.9 Credited Past Service

“Credited Past Service” shall mean the number of completed whole years of continuous service rendered by an Employee immediately prior to January 1, 1960, up to the maximum determined by his age in accordance with the following table:

<u>Attained Age as of January 1, 1960</u>	<u>Maximum Years of Credited Past Service</u>
55 and under	10

Subject to such maximum, an Employee will be entitled to Credited Past Service for each calendar year during his most recent period of continuous service in which he was employed for 500 or

more Hours of Service. The continuous service of an Employee will be considered to have been broken in any calendar year in which he had less than 500 Hours of Service. For purposes of this Article 1.9 and to the extent required by applicable law, periods of service with the Armed Forces of the United States may also be used to establish continuous service or to prevent a break in continuous service. For the purpose of substantiating entitlement to Credited Past Service, the Trustees shall consider all credible evidence thereof presented by the Employee, and may consider proof of the Employee's continuous dues paid membership in the Union as evidence of such continuous service during a particular calendar year.

In order for an Employee to be entitled to any Credited Past Service, Employer Contributions must have been made on his behalf for an aggregate of at least 750 hours of covered service under one or more of the following trusts, namely the Carpenters Health and Security Trust Fund, the Home Builders and Carpenters Health and Security Trust Fund, the Home Builders Security Trust Fund of the State of Washington, and the AGC Security Plan during the three calendar years of 1957, 1958 and 1959.

1.10 Credited Service

“Credited Service” shall mean Credited Past Service, if any, and Credited Future Service.

1.11 Employee

“Employee” means any employee of an Individual Employer on whose behalf Contributions are required to be made to the Fund pursuant to a Collective Bargaining Agreement or under the terms of a written contribution agreement between an Individual Employer and the Trustees, and any such individual who may have been so employed but is subsequently laid off, terminated or retired. The term does not include any person who is prohibited by law from being covered under the Plan or whose inclusion would cause the Plan to lose its tax-exempt status.

1.11.1 “Legacy OWCEPP Employee” means an Employee who participates in the Plan pursuant to a Collective Bargaining Agreement between the Union and a Legacy OWCEPP Individual Employer or under the terms of a written contribution agreement between a Legacy OWCEPP Individual Employer and the Trustees.

1.11.2 “Legacy CTWW Employee” means an Employee who is not a Legacy OWCEPP Employee.

1.12 Employer Contributions

“Employer Contributions” shall mean the contributions that an Individual Employer is required to make to the Fund under the terms of a Collective Bargaining Agreement or under the terms of a written contribution agreement between an Individual Employer and the Trustees.

1.12.1 “Accruing Employer Contributions” shall mean Employer Contributions reduced by the following amounts (expressed as cents per hour or percentage of Employer Contributions) as recommended by the Plan actuary and approved by the Board of Trustees:

(a) For Covered Service for a Legacy CTWW Individual Employer:

(1) An amount to fund the Rule of 80 surcharge, which shall be as follows:

(A) 16.7% of Employer Contributions after the reduction under Article 1.12.1(a)(2) for Hours of Service from June 1, 2000 through August 31, 2017; and

(B) 16.7% of Employer Contributions after the reduction under Articles 1.12.1(a)(2) and (3) for Hours of Service on and after September 1, 2017.

(2) An amount to improve the overall funded status of the Plan. Effective for Hours of Service on and after June 1, 2009, the funding improvement contribution is 26% of Employer Contributions, but not to exceed a reduction of \$1.25 per hour; provided that for Hours of

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Service worked under a public job or project agreement and performed at a pre-determined and/or prevailing wage rate established under the federal Davis-Bacon Act or Washington State, Prevailing Wage on Public Works statute, this Article 1.12.1(a)(2) is effective on the earlier of the date the rate is reset to the rate maintained by the Master Agreement or June 1, 2010.

(3) An amount to fund the SIB Stabilization Reserve which shall be the following percentage of Employer Contributions after the reduction under Article 1.12.1(a)(2) but before the reduction in Article 1.12.1(a)(1):

(A) 2.3% for Hours of Service from September 1, 2017 through May 31, 2018;

(B) 3.9% for Hours of Service from June 1, 2018 through May 31, 2019;

(C) 5.5% for Hours of Service from June 1, 2019 through May 31, 2020;

(D) 6.4% for Hours of Service from June 1, 2020 through May 31, 2021; and

(E) 7.4% for Hours of Service on and after June 1, 2021.

(b) For Covered Service for a Legacy OWCEPP Individual Employer on and after January 1, 2022:

(1) An amount to improve the overall funded status of the Plan.

(A) \$3.24 of the per-hour contribution required under the Oregon Columbia Chapter, Associated General Contractors of America, Inc. (“AGC”), the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc. (“Wall and

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Ceiling”), the General & Concrete Contractors Association, Inc. (“GCCA”), the Scaffolding & Shoring Master Agreement (“Scaffolding”) Collective Bargaining Agreements.

(B) For any other Contribution Agreement, the per-hour contribution amount that is proportionate to the non-accruing contributions under the AGC Collective Bargaining Agreement.

(2) An amount to fund the SIB Stabilization Reserve which shall be fifteen percent (15%) of the required contributions for Hours of Service that are Accruing Contributions but for this sentence.

1.13 Highly Compensated Employee

“Highly Compensated Employee” for purposes of complying with nondiscrimination provisions under Internal Revenue Code § 401(a)(4) and § 410(b), shall mean a non-collectively bargained Employee who during the Plan Year being tested: (a) is a five percent owner at any time during the year or the preceding year; or (b) for the preceding year, had compensation in excess of \$85,000 (adjusted under Internal Revenue Code § 414(q)). The Plan shall use January 30th, as a snapshot day, for purposes of complying with the nondiscrimination provisions and determining who is Highly Compensated.

1.14 Hour of Service

“Hour of Service” shall mean each hour for which an Employee is paid or entitled to payment for Covered Service by an Individual Employer on account of: (1) performance of duties for the Individual Employer; (2) non-performance of duties due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence; and (3) an award of back pay, irrespective of mitigation of damages, agreed to by the Individual Employer. Hours shall not be credited under both (3) and (1) or (2). Hours of Service shall be determined on the basis of actual hours for which

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the Employee is paid or entitled to payment. Notwithstanding the foregoing, no more than 501 Hours of Service shall be credited to an Employee for any single continuous period during which the Employee performs no duties. Hours for non-performance of duties shall be credited in accordance with DOL Regulation §2530.200b-2(b). Hours shall be credited to the applicable Computation Period in accordance with DOL Regulation §2530.200b-2(c).

1.15 Lump Sum Present Value

“Lump Sum Present Value” shall be determined using the 1984 Unisex Pension Mortality Table and the applicable interest rate, equal to the rate which would be used by the Pension Benefit Guaranty Corporation in valuing a Lump Sum Distribution for a plan terminating on January 1 of the year of determination. In no event shall the value of the lump sum be less than that calculated using the applicable mortality table and applicable interest rate specified in Internal Revenue Code § 417(e)(3). The applicable interest rate under Internal Revenue Code § 417(e)(3) shall be that specified for the second month preceding the Plan Year in which the lump sum value is determined.

1.16 Non-Covered Service

“Non-Covered Service” shall mean service with one of the Individual Employers who is required to make contributions to the Fund but in an employment category which is not covered by a Collective Bargaining Agreement or written contribution agreement.

1.17 Participant

“Participant” shall mean an Employee who participates in the Plan pursuant to Article 3.1.

1.17.1 “Legacy OWCEPP Participant” shall mean an Employee who became a participant in the Plan as a result of the merger of the Oregon-Washington Carpenters-Employers Pension Plan with and into the Plan effective June 30, 2021 at 11:59 p.m. (the “Merger Date”), and shall

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include any other Employee who participates in the Plan on and after such date pursuant to a Collective Bargaining Agreement between the Union and a Legacy OWCEPP Individual Employer or under the terms of a written contribution agreement between a Legacy OWCEPP Individual Employer and the Trustees. For this purpose, a Legacy OWCEPP Individual Employer is an Individual Employer bargaining within the jurisdiction previously covered by the Oregon-Washington Carpenters-Employers Pension Plan and related Trust.

1.17.2 “Legacy CTWW Participant” shall mean a Participant who is not a Legacy OWCEPP Participant.

1.18 **Plan Administrator**

“Plan Administrator” shall mean the Board of Trustees under the Trust Agreement. The Trustees will employ an administrator to assist them in administering the Plan.

1.19 **Plan Year**

“Plan Year” shall mean the period from January 1 through December 31 of each year.

1.20 **Reciprocal Credited Service**

“Reciprocal Credited Service” or “Reciprocal Service” shall mean such form of service credit as shall have been accumulated by an Employee under a Reciprocal Plan pursuant to Article 5.2. For purposes of determining eligibility for a Pro Rata Reciprocal Pension under Article 5.2 “Reciprocal Credited Service” or “Reciprocal Service” includes hours transferred by this Plan to a Reciprocal Plan in a money-follows-the-man transfer under Article 5.3 for which credit is provided by the Reciprocal Plan, and such hours are not treated as Credited Service under this Plan. The Trustees shall compute Reciprocal Credited Service on the basis of that credit which has been earned and credited under the Reciprocal Plan and certified by the Reciprocal Plan to the Trustees of this Plan.

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1.21 Reciprocal Pensions

“Reciprocal Pensions” shall mean the benefits provided under Article 5 hereto for Employees whose work has been divided among areas with which the Northwest Carpenters Retirement Trust has a subsisting “Reciprocal Pension Agreement,” providing for some form of reciprocity in the accumulation of Pension Credit or Service Credit or in the transfer of contributions.

1.22 Reciprocal Plan

“Reciprocal Plan” shall mean any other pension plan which is a party to a “Reciprocity Agreement” and which has been recognized by the Board of Trustees.

1.23 Retirement Plan

“Retirement Plan” shall mean this Carpenters Retirement Plan of Western Washington.

1.24 Trust

“Trust” shall mean that Trust originally created and established on January 1, 1960, as amended.

1.25 Union

“Union” shall mean the Pacific Northwest Regional Council of Carpenters and its Union Locals who are signatory to a Collective Bargaining Agreement.

ARTICLE 2

Effective Date

The effective date of the Plan was January 1, 1960. The effective date of this restated and amended Plan is January 1, 2022. The eligibility for and amount of benefits of Employees who terminated or retired prior to January 1, 2022 shall be determined in accordance with the provisions of the Plan in effect as of the date of the Employee’s termination or retirement, unless specifically provided otherwise

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herein. The benefits accrued by Legacy OWCEPP Participants prior to the Merger Date will be determined in accordance with the terms of the Oregon-Washington Carpenters-Employers Pension Plan in effect on the day before the Merger Date.

ARTICLE 3

Eligibility, Vesting and Forfeitures

3.1 Initial Eligibility and Participation

3.1.1. Generally. An Employee, Associate Employee, former Employee, or former Associate Employee, who was covered under the Plan in effect on December 31, 2021, shall continue to be covered as a Participant on January 1, 2022, in accordance with the terms of this Plan. Any individual who becomes an Employee or Associate Employee after January 1, 2022, shall commence participation in the Plan beginning with the initial hour in which work is performed for which a contribution is required to the Plan and shall continue to be a Participant until such time that the Employee incurs a One-Year Break in Service or all benefits due under the Plan have been paid to the Employee or the Employee's beneficiaries.

3.1.2. Merger with Oregon-Washington Carpenters-Employers Pension Plan. For avoidance of doubt, a Legacy OWCEPP Participant shall become a Participant on or after the Merger Date and shall continue to be a Participant until such time that the Employee incurs a One-Year Break in Service or all benefits due under the Plan have been paid to the Employee or the Employee's beneficiaries.

3.1.3. Participation. A Participant shall receive Credited Future Service toward retirement benefits as provided in Article 1.8, based upon his Hours of Service during the calendar year,

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and such Credited Past Service as is provided by Article 1.9 hereof. Sole proprietors and partners are not eligible to participate in the Plan.

3.2 Vesting and Forfeiture of Employee's Interest to Retirement Benefits

3.2.1 Vesting.

(a) Ten Year Vesting. When an Employee completes ten years of Credited Service with at least one year of Credited Future Service, the Employee's right to benefits under this Plan shall become vested and are not thereafter subject to forfeiture. Upon meeting the qualifications for a retirement benefit, the Employee shall be entitled to receive all of the benefits provided under this Plan, or if the Employee dies before retirement, such death benefits as are provided under the Plan for qualified designated beneficiaries of the Employee.

(b) Five Year Vesting. Effective January 1, 1988, when an Employee completes five (5) years of Credited Future Service in this Plan, all of which is earned in Plan Years commencing on or after January 1, 1985, the Employee's right to benefits under this Plan shall become vested and is not thereafter subject to forfeiture. Effective January 1, 1988, for Employees with Credited Future Service earned prior to January 1, 1985, which was not forfeited as a result of a Permanent Break in Service, when the Employee earns at least 750 Hours of Service in this Plan in any three (3) consecutive Plan Year period commencing on or after January 1, 1985, and completes five (5) years of Credited Future Service in this Plan, or has earned one (1) hour of service on or after January 1, 1999, and has not incurred a break in service as of January 1, 1999, the Employee's right to benefits under this Plan shall become vested and are not thereafter subject to forfeiture.

(c) Three Year Vesting. Effective January 1, 2017, when an Employee completes three (3) years of Credited Future Service in this Plan, the Employee's right to benefits under this Plan shall become vested and are not thereafter subject to forfeiture, provided the

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Employee did not have a Permanent Break in Service on or before December 31, 2016 prior to becoming vested under Article 3.2.1(a) or (b). A non-vested Employee who forfeited all rights under this Plan due to a One-Year Break in Service in 2016 must reinstate the previously forfeited rights prior to a Permanent Break in Service in order to become vested under this Article 3.2.1(c).

3.2.2 Forfeiture. An Employee who fails to qualify for vesting under Article 3.2.1 is non-vested. A non-vested Employee who incurs a Permanent Break in Service (Termination), as defined in Article 3.4, shall forfeit all previously accrued rights to benefits under this Retirement Plan.

3.3 One-Year Break in Service

A non-vested Employee who fails to complete 300 or more Hours of Service in a Plan Year beginning on or after January 1, 2022 (500 or more Hours of Service in a Plan Year in Plan Years beginning prior to January 1, 2022) shall have a One-Year Break in Service as to each such Plan Year unless the Employee is granted a Leave of Absence under Article 3.6 below. If an Employee incurs a One-Year Break in Service, all rights under this Plan shall be forfeited unless recovered pursuant to Article 3.5. If an Employee incurs his first One-Year Break in Service on or after January 1, 1994, the Employee shall be deemed to have received a \$0 distribution, unless his rights have been recovered pursuant to Article 3.5.

Notwithstanding the foregoing, for the Plan Year beginning January 1, 2020, an Employee who earned at least 500 Hours of Service under the Pacific Northwest Master Trade Show Agreement shall not incur a One-Year Break in Service for such Plan Year.

3.4 Permanent Break in Service (Termination)

A non-vested Employee who incurs one or more One-Year Breaks in Service, whose accumulated Credited Future Service prior to the first One-Year Break in Service is not restored under the Rule of Parity or the Five-Year Rule of Article 3.5 or who is not granted a Leave of Absence

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(Article 3.6) will incur a Permanent Break in Service (Termination), and will forfeit permanently all previously accrued rights to benefits.

No Employee shall be deemed terminated from the Plan prior to January 1, 1989, if the Employee earned 750 Covered Hours of Service in each consecutive three (3) year period between commencement of participation and January 1, 1989, even though the Employee may have incurred a One-Year or Permanent Break in Service under Article 3.3 or 3.4.

3.5 Reinstating One-Year Breaks in Service

3.5.1 Rule of Parity. After December 31, 1975, if after incurring one or more One-Year Breaks in Service an Employee earns 500 or more Hours of Service during a subsequent Plan Year, the Employee's previously forfeited rights shall be recovered if the number of consecutive One-Year Breaks in Service are less than the previously forfeited Years of Credited Service (Rule of Parity); provided such credits shall not be reinstated until the first Plan Year after the Employee earns 500 or more Hours of Service in this Plan or a Related Plan. Reinstatement shall then be retroactive to the commencement of that calendar year.

3.5.2 Five Year Rule. Notwithstanding any other provision herein, if after incurring one or more One-Year Breaks in Service an Employee earns 500 or more Hours of Service during a subsequent Plan Year commencing after December 31, 1985, the Employee's previously forfeited rights shall be recovered if such Hours of Service are earned before the Employee incurs five (5) consecutive One-Year Breaks in Service; provided such credits shall not be reinstated until the first Plan Year after the Employee earns 500 or more Hours of Service in this Plan or a Related Plan. Reinstatement shall then be retroactive to the commencement of that calendar year. The five-year rule only applies to Participants who did not have a Permanent Break in Service as of December 31, 1985.

3.6 Leave of Absence

An Employee who is absent in one of the following categories for a period of six months or more may be allowed a Leave of Absence for one of the reasons listed below, but only for such period as stated below:

3.6.1 Absence due to service with the Armed Forces of the United States for such periods as required by applicable law. To the extent required by law, an Employee may also be granted a Leave of Absence when absent for a period of less than six months due to service with the Armed Forces of the United States;

3.6.2 Absence due to disability, for a two (2) year period, subject to further consideration after that time if the disabling condition continues, provided the Employee submits proof of such disability satisfactory to the Trustees;

3.6.3 Absence while serving as an Employee or official of the Union for up to three (3) years;

3.6.4 Absence while on each Maternity or Paternity Leave, as defined below, up to a maximum of 501 Hours of Service for each such leave. Employees on Maternity or Paternity Leave will be credited with Hours of Service toward vesting and to avoid a Break in Service, provided that to be credited with hours toward vesting, the Employee must return from Maternity or Paternity Leave and earn one-half year of Credited Future Service based upon Hours of Service under Article 1.14 prior to incurring a Permanent Break in Service. Employees will be credited with the Hours of Service for the specific period of absence except that all hours of service for a Maternity or Paternity Leave will be credited to the Plan Year in which the absence begins if necessary solely to avoid a One-Year Break in Service in that year; otherwise, they will be credited to the immediately following Plan Year. For purposes of this Article 3.6.4, an Employee shall be deemed to be on Maternity or Paternity Leave if the Employee

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is absent from work by reason of the pregnancy of the Employee, by reason of the birth of a child of the Employee, by reason of the placement of a child with the Employee in connection with the adoption of the child by such Employee, or for the purpose of caring for such child during the period immediately following such birth or placement;

3.6.5 Non-participation in this Plan by a non-vested Employee with at least one (1) previous year of service in this Plan during any time after June 1, 1986, when the Employee's employer was not required to make contributions to this Plan but did make contributions to the Carpenters Health and Security Trust of Western Washington on behalf of the Employee.

ARTICLE 4

Qualification for Retirement

4.1 Normal Retirement Date

An Employee who has completed at least one (1) year of Credited Future Service in this Plan shall be eligible for and have a nonforfeitable right to Normal Retirement upon attainment of his Normal Retirement Date. Effective January 1, 2022, an Employee's Normal Retirement Date is the first day of the month on or after the Employee attains age 65.

Prior to January 1, 2022, an Employee's Normal Retirement Date is the earlier of (a) the date the Employee attains age 65 and is vested under Article 3.2; and (b) the later of the date the Employee attains age 65, or the fifth anniversary of the time the Employee commenced participation in this Plan without incurring a Permanent Break in Service under Article 3.4 or a zero cash-out under Article 3.3 (unless the Employee's rights have been recovered pursuant to Article 3.5).

4.2 Early Retirement Date

4.2.1 Regular Early Retirement Date. An Employee who has attained age 55 shall be eligible to elect Early Retirement as follows:

(a) Upon completion of ten (10) years of Credited Service, of which at least one is Credited Future Service.

(b) Effective January 1, 1988, upon completion of five (5) years of Credited Service in this Plan.

(c) Effective January 1, 2017, upon completion of three (3) years of Credited Future Service in this Plan, including Credited Future Service before January 1, 2017 provided the Employee did not have a Permanent Break in Service on or before December 31, 2016 prior to becoming vested under Article 3.2.1(a) or (b) and including Credited Years of Service earned by a Legacy OWCEPP Employee while a participant in the Oregon-Washington Carpenters-Employers Pension Plan prior to the Merger Date.

An Employee who retires may elect Early Retirement beginning with the first day of any month coinciding with or following the date of the Employee's written election or the first month following the date the Employee satisfies the above requirements, if later, but prior to the Employee's 65th birthday. The Early Retirement benefit under this Article shall be subject to the Early Retirement reduction factors of Article 6.2.1.

4.2.2 Special Early Retirement Date. An Employee who has attained age 55, and earned 750 Hours of Service in this Plan in the three (3) consecutive Plan Year period immediately preceding the Employee's retirement date (including Hours of Service earned by a Legacy OWCEPP Employee while a participant in the Oregon-Washington Carpenters-Employers Pension Plan prior to the Merger Date) shall be entitled to elect Special Early Retirement as follows:

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(a) Effective January 1, 1988, upon completion of five (5) years of Credited Service in this Plan.

(b) Effective January 1, 2017, upon completion of three (3) years of Credited Service in this Plan, including Credited Future Service before January 1, 2017 provided the Employee did not have a Permanent Break in Service on or before December 31, 2016 prior to becoming vested under Article 3.2.1(a) or (b).

An Employee who retires may elect Special Early Retirement beginning with the first day of any month coinciding with or following the date of the Employee's written election or the first month following the date the Employee satisfies the above requirements, if later, but prior to the Employee's 65th birthday. The Special Early Retirement benefit under this Article 4.2.2 shall be subject to the Early Retirement reduction factors of Article 6.2.2.

4.2.3 Rule of 80 Early Retirement Date. Effective June 1, 2000, an Employee who has attained age 55, earned 750 Hours of Service in the Plan in the three (3) consecutive Plan Year period immediately preceding the Employee's retirement date, and whose age plus whole years of Credited Years of Service in the Northwest Carpenters Retirement Plan (including Credited Years of Service earned by a Legacy OWCEPP Employee while a participant in the Oregon-Washington Carpenters-Employers Pension Plan prior to the Merger Date) equals at least 80, shall be entitled to elect Rule of 80 Early Retirement for Annuity Starting Dates commencing June 1, 2000, subject to the following rules:

(a) The Employee must submit his application to the Trust Office no later than the month before the Annuity Starting Date.

(b) An Employee who elects the Rule of 80 Early Retirement and returns to work shall have his benefits suspended in accordance with Article 6.4, provided that if benefits were

ever suspended under Article **Error! Reference source not found.** or 6.4(a), then when payments resume benefits will be calculated in accordance with Article **Error! Reference source not found.**

(c) Effective for Annuity Starting Dates commencing on or after January 1, 2003, Reciprocal Credited Service earned under the Oregon Washington Carpenters-Employers Pension Plan shall count toward establishing the whole years of Credited Future Service used in determining eligibility for the Rule of 80 Early Retirement (but not for determining the 750 Hours of Service in three (3) consecutive Plan Years). Effective for monthly benefits payable on or after January 1, 2009, Reciprocal Credited Service earned under the Washington, Idaho, Montana Carpenters-Employers Retirement Plan prior to January 1, 1991 shall count toward establishing the whole years of Credited Future Service used in determining eligibility for the Rule of 80 Early Retirement (but not for determining the 750 Hours of Service in three (3) consecutive Plan Years). No more than one year of Combined Service Credit shall be counted toward establishing eligibility for the Rule of 80 Early Retirement in any Plan Year. Except as provided in this Article 4.2.3, Reciprocal Credited Service shall not count toward establishing eligibility for the Rule of 80 Early Retirement.

4.3 Disability Retirement Date

An Employee who on or after January 1, 2022 becomes totally and permanently disabled, as defined in Article 7 of the Plan, who has earned three (3) years of Credited Service, of which at least one (1) is Credited Future Service in this Plan, and who has earned at least 750 Hours of Service in this Plan or in a Reciprocal Plan in the three (3) consecutive Plan Year period prior to the Employee's disability (including Credited Years of Service and Hours of Service earned by a Legacy OWCEPP Employee while a participant in the Oregon-Washington Carpenters-Employers Pension Plan prior to the Merger Date), shall be eligible to elect a Disability Retirement, which may be the first of any month coinciding with or following the date of the Employee's written election, or the date the Employee

satisfies the above requirements, if later, but prior to the Employee's 65th birthday (Disability Retirement Date).

ARTICLE 5

Reciprocity

5.1 Purpose

5.1.1 Reciprocity is provided under this Retirement Plan for Employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between this Plan and a Reciprocal Plan, or if eligible, whose pensions would be less than the full amount because of such division of employment.

5.1.2 The Plan will provide a pro-rata Reciprocal Pension pursuant to Article 5.2 as follows:

- (a) For hours worked prior to January 1, 1991; or
- (b) For hours worked after January 1, 1991, when the Reciprocal Plan has not been amended to allow for a transfer of contributions (money-follows-the-man) to the Plan as a Reciprocal Plan; or
- (c) For hours worked after January 1, 1991, when the Employee has not made a timely request pursuant to Article 5.3.2 for transfer of contributions.

5.1.3 The Plan will provide a pension pursuant to the provisions of this Plan, when money-follows-the-man contributions for hours worked on or after January 1, 1991 are transferred to the Plan as the Home Fund pursuant to Article 5.3. The Plan will transfer money-follows-the-man contributions to an Employee's Home Fund pursuant to Article 5.3, and a pension will be provided

pursuant to the provisions of the Home Fund's Plan if the hours are worked on or after January 1, 1991, and the Employee makes a timely request for transfer of contributions pursuant to Article 5.3.2.

5.1.4 Reciprocity shall not apply to Employees retired prior to October 28, 1969.

5.2 Pro-Rata Reciprocal Pensions

5.2.1 Reciprocal Service. Reciprocal Service shall be provided pursuant to this Article 5.2 for hours worked as described under Article 5.1.2. Reciprocal Service will count toward establishing vesting and eligibility for Normal Retirement (except under the fifth anniversary rule), Regular Early Retirement (for Employees with ten (10) years of Credited Service), Disability Retirement and pre-retirement death benefits under Articles 8.2 and 8.3. Reciprocal Service will not count toward establishing eligibility for five-year vesting under Article 3.2.1(b), for three year vesting under Article 3.2.1(c), for Regular Early Retirement (for Employees with less than ten (10) years of Credited Service), or for the Special Early Retirement Benefit under Article 6.2.2. Except as provided under Article 4.2.3, Reciprocal Credited Service will not count toward establishing eligibility for the Rule of 80 Early Retirement.

5.2.2 Eligibility. Except as otherwise provided in Article 5.2.1 above, an Employee shall be eligible for a Pro-Rata Reciprocal Pension under this Plan if he satisfies all of the following requirements:

(a) He would be eligible for any type of pension under this Plan (other than a Pro-Rata Reciprocal Pension) if his Combined Service Credit were treated as Credited Service under this Plan; and

(b) In addition to any other requirements necessary to be eligible under (a), he has under this Plan at least one (1) year of Future Service Credit based on actual employment after January 1, 1960, for which contributions have been made to this Plan.

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5.2.3 Breaks in Service. Hours earned under any Reciprocal Plan will be used to prevent a Break in Service and a possible loss of Credited Service.

5.2.4 Election of Pensions. If an Employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

5.2.5 Reciprocal Pension Amount. The amount of the Pro-Rata Reciprocal Pension under this Article 5.2 shall be that amount to which the Employee is entitled based on the Credited Service, both past and future, he has earned under this Plan.

5.2.6 Payment of Reciprocal Pensions. The payment of a Pro-Rata Reciprocal Pension under this Article 5.2 shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, retirement as herein defined and timely application. Pro-Rata Reciprocal Pension payments subject to this Article 5.2 shall be limited to monthly pension or survivor death benefit payments; subject to the right of the Trustees to require the payments to be semi-annual, if the monthly payments are below a minimal amount established by the Trustees from time to time.

5.2.7 No Transfer of Money. For hours worked prior to January 1, 1991, there was no money-follows-the-man transfer of Employer Contributions between Reciprocal Plans.

5.2.8 Non-Duplication of Credits. An Employee shall not receive double credit for the same period of employment. No more than one year of Combined Service Credit shall be given for all employment in any given year.

5.2.9 Combining Payments. Pro-Rata Reciprocal Pensions will be issued separately by this Plan but if the Trustees so desire, they may make arrangements with the Trustees of another Reciprocal Plan to combine the payments on one check to the retiree.

5.3 Money-Follows-the-Man Pension

5.3.1 Transfer of Contributions. At the timely request of an Employee pursuant to Article 5.3.2, Employer Contributions made to the Retirement Plan for hours worked on and after January 1, 1991, shall be transferred to the Home Fund, provided the Home Fund is a Reciprocal Plan which has adopted money-follows-the-man, and further provided the Employee elects to transfer contributions made to the Carpenters Health and Security Trust of Western Washington under its applicable money-follows-the-man rules. If the Retirement Plan is the Home Fund of the Employee and the Employee makes timely request, the Retirement Plan will accept contributions from the Reciprocal Plan for hours worked on and after January 1, 1991, provided the Employee elects to transfer health and security contributions to the Carpenters Health and Security Trust of Western Washington under applicable money-follows-the-man rules.

5.3.2 Written Request for Transfer. The request for transfer of Employer Contributions from the Retirement Plan to the Home Fund must be made by the Employee in writing on a form approved by the Board of Trustees. The request must be received by the Trust within 60 days from commencement of Covered Service, provided that the Board of Trustees, in its discretion, may grant an extension of the 60-day period.

5.3.3 Rights Governed by Home Fund. Upon transfer of contributions, an Employee's eligibility to participate and eligibility for benefits with respect to such transferred contributions shall be determined by the provisions of the Home Fund's Plan. The Retirement Plan shall have no liability for benefits with respect to Employer Contributions which have been transferred to a Reciprocal Plan. Notwithstanding the foregoing, when contributions are transferred by this Plan to a Reciprocal Plan under this Article, credit provided by the Reciprocal Plan will be treated as Reciprocal Credited Service and subject to the pro-rata pension provisions under Article 5.2.

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5.3.4 Breaks in Service. Hours earned under any Reciprocal Plan will be used to prevent a Break in Service.

5.3.5 Home Fund. For purposes of Article 5.3, the term “Home Fund” shall have the same meaning as in the United Brotherhood of Carpenters and Joiners of America International Reciprocal Agreement for Carpenters Pension Funds.

ARTICLE 6

Retirement Income

6.1 Normal Retirement Income

An Employee retiring on or after his Normal Retirement Date will be entitled to receive a monthly amount of Normal Retirement Income equal to the sum of his Past Service Benefit, his Future Service Benefit for Plan Years beginning before 2017, and his Sustainable Income Benefit for Plan Years beginning after 2016, determined as provided in this Article 6.1.

Notwithstanding the foregoing, the Normal Retirement Income of a Legacy OWCEPP Employee shall be determined in accordance with the terms of Appendix B for service prior to the Merger Date and through December 31, 2021.

6.1.1 Past Service Benefit. An Employee’s Past Service Benefit will be equal to \$4.00 for each year of Credited Past Service.

6.1.2 Future Service Benefit for Plan Years Beginning Before 2017. Subject to the provisions of subparagraphs (g) and (h) below, the Future Service Benefit for Plan Years beginning before 2017 shall be as follows:

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(a) For years beginning January 1, 2008 through December 31, 2016 and thereafter, the Future Service Benefit shall accrue at 1.5 percent of Accruing Employer Contributions, unless other action is taken by the Board of Trustees.

(b) For years beginning January 1, 2006 through December 31, 2007, the Future Service Benefit shall accrue at 2.0 percent of Accruing Employer Contributions.

(c) For years beginning January 1, 2004 through December 31, 2005, the Future Service Benefit shall accrue at 2.5 percent of Accruing Employer Contributions.

(d) For years beginning January 1, 1996 through December 31, 2003, the Future Service Benefit shall accrue at 4.0 percent of Accruing Employer Contributions.

(e) For years beginning January 1, 1988 through December 31, 1995, the Future Service Benefit shall accrue at 5.0 percent of Employer Contributions.

(f) The Future Service Benefit for years of service from January 1, 1960 through December 31, 1987, shall accrue at 4.0 percent of Employer Contributions made or required to be made for all Employees who have earned 750 or more Hours of Service in the three (3) consecutive year period commencing after December 31, 1985. For all other Employees, the Future Service Benefit for years of service from January 1, 1960 through December 31, 1987, shall be as follows:

<u>Years</u>	<u>Future Service Benefit Factor</u>
1960 - 1983	3.308% of contributions
1984	3.722% of contributions
1985	3.544% of contributions
1986 - 1987	3.375% of contributions

(g) Commencing January 1, 1984, Employees who retired prior to January 1, 1984, received a 7.5 percent increase in their monthly pension. Commencing January 1, 1985, for all

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accrued benefits under the Plan, retired Employees received a 5.0 percent increase in their monthly pension. Commencing January 1, 1986, for all accrued benefits under the Plan, retired Employees received a 5.0 percent increase in their monthly pension. Commencing January 1, 1987, for all accrued benefits under the Plan, retired Employees received a 12.0 percent increase in their monthly pension, but with a maximum increase of \$18.00 per month for retired Employees receiving \$150.00 or more per month. Commencing December 1, 1990, for all accrued benefits under the Plan, retired Employees received a 20.0 percent increase in their monthly pension, but with a maximum increase of \$28.00 per month for retired Employees receiving \$140.00 or more per month.

(h) Notwithstanding subparagraphs (a) through (g) above:

(1) For Employees with retirements commencing prior to January 1, 1988, no benefit was credited with respect to any Plan Year in which the Employee had less than 500 Hours of Service. Subject to Articles 6.2.3 and 6.4, an Employee whose retirement commences on or after January 1, 1988, shall be credited with all Hours of Service accrued under this Plan and not lost because of a Break in Service, notwithstanding the Employee failed to earn 500 Hours of Service in a particular year; and

(2) Retirement benefits will be in the following amounts for contributions from January 1, 1960 through December 31, 1985, if greater:

(A) From January 1, 1960 through December 31, 1964, an amount equal to \$3.00 for each whole year of Credited Future Service and \$1.50 for each one-half year of Credited Future Service.

(B) From January 1, 1965 to December 31, 1965, an amount equal to \$4.50 per month for the Employee who is credited with 1,000 or more Hours of Service. The Employee who is credited with 750 or more Hours of Service and less than 1,000 hours

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will earn a Retirement Benefit of \$3.38 per month, and the Employee who is credited with 500 or more Hours of Service and less than 750 hours will earn a Retirement Benefit of \$2.25 per month.

6.1.3 Sustainable Income Benefit For Plan Years Beginning With 2017.

Beginning January 1, 2017, an Employee (including, effective January 1, 2022, a Legacy OWCEPP Participant) will earn a Sustainable Income Benefit, which is the Employee's SIB Accrual multiplied by the then current SIB Unit Value as described in Article 6.1.3(b)(2) or Article 6.1.3(c).

(a) Sustainable Income Benefit Accrual. An Employee's Sustainable Income Benefit Accrual ("SIB Accrual") is denominated as the SIB Units earned by the Employee for each Plan Year.

(1) In general. The number of SIB Units earned in a Plan Year is determined by the following formula:

$$\frac{\text{Accruing Employer Contributions for the Plan Year}}{\text{SIB Unit Value on January 1 of such Plan Year}} \times \text{SIB Accrual Rate for the Plan Year}$$

(2) 2017 Plan Year SIB Accrual. If the SIB Unit Value on January 1, 2019 is less than \$10.60, then an Employee's SIB Accrual for the 2017 Plan Year (as determined under Article 6.1.3(a)(1)) shall be multiplied by a fraction, the numerator of which is \$10.60 and the denominator of which is the SIB Unit Value on January 1, 2019.

(3) Supplemental 2022 SIB Accrual for AllianzGI Settlement Proceeds. Each Legacy CTWW Participant with a SIB Accrual prior to January 1, 2022 shall be credited with additional SIB Units (or fractions thereof) equal to the number of their SIB Units as of January 1, 2022 multiplied by 4.9446%.

(b) Definitions. The following definitions apply in determining an Employee's Sustainable Income Benefit Accrual:

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(1) SIB Units. SIB Units means the standard measure of accrual for purposes of the Sustainable Income Benefit Accrual.

(2) SIB Unit Value.

(A) On January 1, 2017, SIB Unit Value means \$10.00.

(B) For Plan Years beginning January 1, 2018 and thereafter, the SIB Unit Value shall be redetermined on each January 1 and is equal to the SIB Unit Value on January 1 of the preceding Plan Year multiplied by the following fraction:

$$\frac{1 + \text{SIB Investment Return for the Reference Plan Year}}{1 + \text{Hurdle Rate}}$$

(3) SIB Accrual Rate. For Plan Years beginning January 1, 2017 and thereafter the SIB Accrual Rate shall be 0.87%, unless other action is taken by the Board of Trustees.

(4) SIB Investment Return. SIB Investment Return for the Reference Plan Year is determined using the formula: $2I/(A+B-I)$, where:

(A) "I" is the dollar amount of the investment return on Plan assets as reflected in the audited financial statements of the Plan prepared by the Plan Administrator;

(B) "A" is the market value of the Plan assets on the valuation date for the Plan Year preceding the Reference Plan Year, as reflected in the audited financial statements of the Plan; and

(C) "B" is the market value of the Plan assets on the valuation date for the Reference Plan Year as reflected in the audited financial statements of the Plan.

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(D) Notwithstanding the foregoing, in no event shall the SIB Investment Return exceed 10.24% for any Plan Year.

(5) Reference Plan Year. Reference Plan Year is the Plan Year two years prior to the Plan Year for which the SIB Investment Return is being determined (e.g., 2016 Plan Year is the Reference Plan Year for the 2018 Plan Year).

(6) Hurdle Rate. Hurdle Rate means 4.0%.

(7) High Water Mark Payment. The High Water Mark Payment on any date during a Plan Year is defined as the Retirement Income payable to an Employee (or on account of an Employee to a Beneficiary due to the Employee's death, or to an Employee's Alternate Payee) that is greatest of:

(A) The Employee's highest Sustainable Income Benefit during the Plan Year;

(B) The Employee's Sustainable Income Benefit on the last day of the preceding Plan Year; and

(C) The Employee's High Water Mark Payment on the first day of the immediately preceding Plan Year.

For purposes of this Article 6.1.3, "Retirement Income" shall refer only to the portion of the Retirement Income payable to an Employee (or on account of an Employee to a Beneficiary due to the Employee's death, or to an Employee's Alternate Payee) earned under this Article 6.1.3, as adjusted for early, late or disability retirement.

(c) Shore-Up Payment. The difference, denominated in US Dollars, between an Employee's Retirement Income payment determined based on the Sustainable Income Benefit and the Employee's High Water Mark Payment.

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(d) 2020, and 2021 and 2022 Retirement Income Payments. For the Plan Years beginning January 1, 2020, and January 1, 2021 and January 1, 2022, the Retirement Income payment made to each retired Employee (or on account of an Employee to a Beneficiary due to the Employee's death, or to an Employee's Alternate Payee) shall be the sum of his or her underlying Sustainable Income Benefit and a Shore-Up Payment.

(e) Legacy OWCEPP SIB earned prior to January 1, 2022. Notwithstanding anything in this Article 6.1.3, a Legacy OWCEPP Participant's SIB earned prior to January 1, 2022, shall continue to be adjusted in accordance with the terms and conditions set forth in Appendix B.

6.1.4 Military Service. Notwithstanding any provision to the contrary, and to the extent required by applicable law, an Employee shall be entitled to a Future Service Benefit for periods of service before January 1, 2017 with the Armed Forces of the United States, and a Sustainable Income Benefit for periods of service with the Armed Forces of the United States after that date.

6.1.5 Late Retirement Income. If an Employee continues working beyond the date on which he would be eligible for Normal Retirement, the Employee shall be eligible for a Late Retirement benefit, which is the Employee's Normal Retirement Income, increased for any Future Service Benefit or Sustainable Income Benefit earned after his Normal Retirement Date. Upon Late Retirement, the Employee's Late Retirement benefit (and if applicable, the Employee's spouse's monthly benefit), shall be actuarially increased by ½ of 1% (6% per year) for each full month the Employee's retirement is postponed after the Employee's Normal Retirement Date. An Employee's SIB Accruals shall be actuarially increased by 1/3 of 1% (4% per year) for each full month the Employee's retirement is postponed after the Employee's Normal Retirement Date. Notwithstanding

the foregoing, an Employee's Sustainable Income Benefit shall continue to be adjusted in accordance with Article 6.1.3(b) and (c) after his Late Retirement Date.

Notwithstanding the foregoing, for Retirement Dates occurring prior to January 1, 2022, the Late Retirement Income of a Legacy OWCEPP Participant: shall be determined in accordance with the terms of Appendix B. For Retirement Dates occurring on and after January 1, 2022, this Article 6.1.5 shall apply to determination of the adjustments to a Legacy OWCEPP Employee's Sustainable Income Benefit both earned before and after the Merger Date.

6.2 Early Retirement Income

For Retirement Dates prior to January 1, 2022, the Early Retirement Income of a Legacy OWCEPP Participant shall be determined in accordance with the terms of Appendix B. For Retirement Dates occurring on and after January 1, 2022, this Article 6.2 shall apply to determination of the adjustments to a Legacy OWCEPP Employee's SIB benefit earned before and after the Merger Date.

6.2.1 Regular Early Retirement. The monthly amount of Early Retirement Income payable to an Employee retiring under the Regular Early Retirement of Article 4.2.1 shall be equal to his Normal Retirement Income at the date of his Early Retirement, reduced to reflect the fact that payments will commence earlier, and might be paid for a longer period than they would if he had retired on his Normal Retirement Date. An Employee's Normal Retirement Income payable prior to Normal Retirement shall be adjusted as follows:

Age	Regular Early Retirement Reduction Factor for Future Service Benefit	Regular Early Retirement Reduction Factor for Sustainable Income Benefit
55	55%	52%
56	61%	55%
57	67%	58%

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Age	Regular Early Retirement Reduction Factor for Future Service Benefit	Regular Early Retirement Reduction Factor for Sustainable Income Benefit
58	73%	62%
59	79%	66%
60	85%	70%
61	88%	76%
62	91%	82%
63	94%	88%
64	97%	94%
65	100%	100%

The Employee's retirement age shall be determined in years and completed months. Ages not shown will be determined by interpolating between the factors in the table. The Regular Early Retirement Reduction Factor for Sustainable Income Benefit shall not be less than the actuarial equivalence of the Participant's Sustainable Income Benefit payable at Normal Retirement Age. An Employee's Sustainable Income Benefit shall continue to adjust in accordance with Article 6.1.3(b) and (c) after his Regular Early Retirement Date.

6.2.2 Special Early Retirement. The monthly amount of Early Retirement Income payable to an Employee retiring under Special Early Retirement of Article 4.2.2 shall be equal to his Normal Retirement Income at the date of his Early Retirement, and reduced if he has not attained age 62 as of the Special Early Retirement Date. The percentage of an Employee's Normal Retirement Income payable prior to Normal Retirement shall be as follows:

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Age	Special Early Retirement Reduction Factor for Future Service Benefit	Special Early Retirement Reduction Factor for Sustainable Income Benefit
55	67%	65%
56	73%	70%
57	79%	76%
58	85%	82%
59	91%	88%
60	94%	94%
61	97%	97%
62	100%	100%
63	100%	100%
64	100%	100%
65	100%	100%

The Employee’s retirement age shall be determined in years and completed months. Ages not shown will be determined by interpolating between the factors in the table. An Employee’s Sustainable Income Benefit shall continue to adjust in accordance with Article 6.1.3(b) and (c) after his Special Early Retirement Date.

6.2.3 Rule of 80 Early Retirement.

(a) General. The monthly amount of Early Retirement Income payable to an Employee retiring under Rule of 80 Early Retirement of Article 4.2.3 shall be equal to the Employee’s Normal Retirement Income at the date of his Rule of 80 Early Retirement. Notwithstanding the foregoing, an Employee’s Sustainable Income Benefit shall continue to adjust in accordance with Article 6.1.3(b) and (c) after his Rule of 80 Early Retirement Date.

(b) Return to Work for Benefits Earned Prior to January 1, 2023. The pension of any Legacy CTWW Employee who takes the Rule of 80 Early Retirement under this Plan

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and who subsequently becomes employed in post-retirement service will be suspended in accordance with Article 6.4, provided that if benefits were suspended prior to age 65 as described in Article 6.4.1(a), then when retirement income payments resume, the Legacy CTWW Employee's benefit level for the portion of the benefits that were suspended will be calculated as follows:

(1) If the Legacy CTWW Employee works over 480 hours but less than 580 hours in post-retirement service during the calendar year, and benefits have not previously been suspended, the amount of the payment shall be the same as was payable prior to the suspension except that if a retired Legacy CTWW Employee earns 500 or more Hours of Service in the Plan Year, he shall be entitled to additional Credited Future Service for such employment in accordance with Article 6.1 or 6.2. Additional benefits shall be credited in accordance with Article 6.4.8, but calculated as a Rule of 80 Early Retirement.

(2) If the Legacy CTWW Employee works 580 or more hours in post-retirement service during a calendar year prior to January 1, 2023, regardless of whether benefits were previously suspended, benefits will be calculated using the reduction factors of a Regular Early Retirement as set forth in Article 6.2.1 from the date of the Legacy CTWW Employee's Rule of 80 Early Retirement. The retired Legacy CTWW Employee shall be entitled to payment of additional Credited Future Service for the post-retirement service which shall be credited and calculated in accordance with Article 6.4.8 using the current Regular Early Retirement reduction factors based upon the age of the Legacy CTWW Employee when payments resume.

(3) If the Legacy CTWW Employee works over 480 hours in post-retirement service during the calendar year prior to January 1, 2023, and benefits were previously suspended, benefits will be calculated using the reduction factors of a Regular Early Retirement as set forth in Article 6.2.1 from the date of the Legacy CTWW Employee's Rule of 80 Early Retirement. If the

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retired Legacy CTWW Employee earns 500 or more Hours of Service in the Plan Year, he shall be entitled to payment of additional Credited Future Service for the post-retirement service. Additional benefits shall be credited and calculated in accordance with Article 6.4.8 using the current Regular Early Retirement reduction factors based upon the age of the Legacy CTWW Employee when payments resume.

(4) Notwithstanding paragraphs (2) and (3) above, if any Legacy CTWW Employee who takes the Rule of 80 Early Retirement under this Plan becomes employed in post-retirement service between January 1, 2019 and December 31, 2020 or in a calendar year beginning after January 31, 2022, the amount of the payment shall be the same as was payable prior to the suspension except that if a retired Employee earns 500 or more Hours of Service in the Plan Year (300 or more Hours of Service in a Plan Year beginning after January 1, 2022), he shall be entitled to additional Credited Future Service for such employment in accordance with Article 6.1 or 6.2. Additional benefits shall be credited in accordance with Article 6.4.8, but calculated as a Rule of 80 Early Retirement.

6.3 Disability Retirement Income

The monthly amount of Disability Retirement Income payable to an Employee who has retired or hereafter retires in accordance with the provisions of Article 4.3 and Article 7 shall be the amount determined as in the case of a Normal Retirement, and will be based upon the total Credited Service of such Employee under this Plan. Notwithstanding the foregoing, the Disability Retirement Income of a Legacy OWCEPP Employee as determined under Article 6.3.1 shall be based on his or her Normal Retirement benefit for Covered Service on and after January 1, 2022. An OWCEPP Employee's Disability Retirement Income for Covered Service prior to January 1, 2022 shall determined in accordance with the terms of Article 6.3.2.

6.3.1 Disability Retirement Income

(a) On or after January 1, 2022. The monthly Disability Retirement Income of an Employee who commences Disability Retirement Income benefits on or after January 1, 2022 shall be equal to his or her Normal Retirement benefit unreduced for commencement prior to the Employee's Normal Retirement Date.

(b) Prior to January 1, 2022. The monthly Disability Retirement Income of an Employee who commenced Disability Retirement Income benefits prior to January 1, 2022 shall be reduced from disability age to age 65 by a factor of one-fourth (1/4) of one (1) percent (.25%) for each month of disability age prior to age 65; except that the Disability Retirement Income for an Employee who becomes disabled after June 1, 1978, shall not be reduced more than thirty (30) percent over the Disability Retirement Income benefit in effect prior to June 1, 1978.

6.3.2 Legacy OWCEPP Disability Retirement Benefit. The amount of the monthly disability retirement benefit payable to a Legacy OWCEPP Employee with respect to Covered Service prior to January 1, 2022, shall be equal to such Participant's Normal Retirement benefit, calculated under Appendix B, adjusted as described in Article 6.5 if it is paid in the form of Joint and Survivor Annuity.

(a) Eligibility. A Legacy OWCEPP Employee who is totally disabled as defined in this Article 6.3.2 is entitled to a monthly disability retirement benefit if the Participant:

- (1) Has not reached age 65;
- (2) Is fully vested in the accrued benefits; and
- (3) Has worked at least 300 Hours in Covered Service in at least one of the two

consecutive Plan Years before the Plan Year in which the Participant became totally disabled.

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(b) Application for and Payment of Benefits.

(1) **Disability Retirement Date.** A Participant's disability retirement date shall be the first day of the calendar month on or after the date on which the Participant satisfies the requirements of Article 6.3.2(a) and has been totally disabled for a consecutive period of six full calendar months.

(2) **Application.** Application for disability retirement shall be in writing on a form and in the manner prescribed by the Board. The application may be made at any time after the occurrence of the disability. If the application is filed more than two months after the disability retirement date, the Participant shall receive a retroactive lump sum payment on the date payment is commenced for the period of time from the Participant's disability retirement date.

(3) Termination of Disability Retirement Benefits; Notice Requirement.

(A) **Termination of Disability Retirement Benefits.** A disabled Participant's disability retirement benefit shall cease if, before reaching age 65, the Participant:

(a) Loses entitlement to Social Security disability benefits (or Veterans Administration disability benefits, if the Participant's total disability was based on the receipt of those benefits); or

(b) Engages in gainful employment.

(B) **Notice of Loss of Eligibility.** If, before reaching age 65, a disabled Participant loses entitlement to Social Security disability benefits (or Veterans Administration disability benefits, if the Participant's total disability was based on the receipt of those benefits), the Participant shall notify the Board in writing of the loss of entitlement within 21 days of the date the Participant received notice from the Social Security Administration or Veterans Administration of the

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loss of entitlement. If a Participant fails to provide this notice on a timely basis, any overpayment of disability retirement benefits may be recovered pursuant to the terms of the Trust Agreement.

(c) Form.

(1) Spouse Joint and Survivor Annuity. If a disabled Participant is married on the Annuity Starting Date for the disability retirement benefit, the benefit is automatically payable in the form of a 50 percent (or 75 percent (the “qualified optional survivor annuity”) or 100 percent, if elected by the Participant) Joint And Survivor Annuity under Article 6.5, unless the Participant, with the consent of the spouse in accordance with Article 6.8, elects not to receive that form of benefit.

(2) Single Life Annuity with 60 Monthly Payments Guaranteed. If a disabled Participant is not married on the Annuity Starting Date for the disability retirement benefit, or if the Participant, with spousal consent in accordance with Article 6.8, elects not to receive the joint and survivor annuity form of benefit, the benefit is paid in a Single Life Benefit guaranteed for five years (60 months) under Article 6.6.

(d) Totally Disabled. A Participant is totally disabled for purposes of this Article 6.3.2 if the Social Security Administration determines that the Participant is entitled to a Social Security disability benefit. Notwithstanding the foregoing, if the Participant's application for a Social Security disability benefit is denied, both on the initial application and on appeal, but the Participant receives a total disability award from the Veterans Administration, the Board may determine that the Participant is totally disabled for purposes of this Article.

If a Participant cannot qualify for a Social Security Administration or Veterans Administration total disability award for a reason other than the Participant not being physically totally disabled, then the Participant may be determined to be totally disabled based on the opinion of a qualified examining physician selected by the Board or its designated representative that the Participant has a bodily

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injury, disease, or mental disorder which is permanent and continuous during the remainder of the Participant's lifetime, and which renders the Participant incapable of any regular employment or occupation substantially gainful in character.

The Board shall have the right to review periodically, on such occasions as it may in its sole discretion determine, the continuing status of any Participant receiving a disability benefit under this Plan. The Board shall have the right to suspend any disability benefit whenever, in its sole judgment, such action is warranted. Any disabled Participant shall cooperate with the Board in the initial determination and review process. The Board may suspend the disability benefits of any disabled Participant who fails or refuses to cooperate in any reasonable manner.

(e) Total Disability of an Early Retiree. If a Legacy OWCEPP Employee who retired on an Early Retirement Date becomes eligible for a disability retirement benefit under this Article 6.3.2, the Participant may elect to have his or her Early Retirement Benefit converted to a disability retirement benefit by submitting an application, provided that the disability retirement benefit shall be payable in the same form of payment as elected by the Participant for payment of his or her Early Retirement Benefit. The amount payable as a disability retirement benefit shall be determined as follows:

(1) If the Participant's Social Security (or Veterans Administration) disability benefit is effective on or before the Participant's Early Retirement Date, the Participant's Early Retirement Benefit shall be converted to a disability retirement benefit retroactively to the Early Retirement Date.

(2) If the Participant's Social Security (or Veterans Administration) disability benefit is effective after the Participant's early retirement date, the Participant's Early Retirement Benefit shall be converted to a disability retirement benefit as of the first day of the month after the month in which the difference between the monthly disability retirement benefit and the monthly early retirement

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benefit, multiplied by the number of months since the Participant's disability retirement date under Article 6.3.2(b)(1) equals or first exceeds the total Early Retirement Benefit payments made to the Participant before his or her disability retirement date.

6.3.3 SIB Benefits shall Adjust. With respect to the portion of such Employee's Normal Retirement that is earned as a Sustainable Income Benefit, such adjustment shall be applied to the Employee's SIB Accrual. An Employee's Sustainable Income Benefit shall continue to adjust in accordance with Article 6.1.3(b) and (c) after his Disability Retirement Income commences.

6.4 Suspension of Pension Payments

6.4.1 The pension of an Employee who takes Early or Normal Retirement under this Plan and who subsequently becomes employed in post-retirement service of the type described below shall be suspended for any calendar month of such employment as set forth in this Section 6.4. These rules shall apply for all benefits earned by Legacy CTWW Employees and for all benefits earned after December 31, 2022 for Legacy OWCEPP Employees. Benefits earned prior to December 31, 2022 by Legacy OWCEPP Employees shall be subject to the suspension rules set forth in Appendix D.

(a) Before Age 65. To be deemed retired prior to attainment of age 65, an Employee must withdraw and completely refrain from any work with an Individual Employer that contributes to the Trust. If an Employee works any hours for a contributing Individual Employer during the month he elected to retire, his retirement date will be changed to the first month in which no hours are worked.

If an Employee retires and subsequently works anywhere for wages or profit in the building and construction industry, for 40 hours or more during any calendar month, or during each four- or five-week payroll period ending in a calendar month, he shall not be entitled to

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retirement income for that month and such retirement income shall be forfeited (40-hour rule). Effective January 1, 2001, an Employee who retires and subsequently works anywhere for wages or profit in the building and construction industry, may choose, in lieu of having benefits suspended under the 40-hour rule, to work 480 hours during any calendar year, provided that if an Employee who chooses this option works more than 480 hours in the calendar year, the Employee's retirement income payments shall be suspended for the three consecutive month period commencing with the month in which he exceeds 480 hours, plus one additional month for each month in that calendar year that the Employee works one (1) or more hours in a month after the month in which his hours exceeded 480 hours, and such retirement income shall be forfeited. Notwithstanding the foregoing, for retirement income based on Hours of Service performed prior to January 1, 1993, benefits will only be suspended under the rules in this Article 6.4(a), if such employment is in the geographic area covered by the Plan.

(b) After age 65. To be deemed retired on and after attainment of age 65, an Employee must not work in the building and construction industry 40 hours or more during any calendar month, or during each four- or five-week payroll period ending in a calendar month in the geographic area covered by the Plan.

Effective January 1, 2005, if an Employee retires and subsequently works, his retirement income payments shall not be suspended if he works 480 hours or less in that calendar year. If an Employee works more than 480 hours during a calendar year in the building and construction industry in the geographic area covered by the Plan, the Employee's retirement income payments shall be suspended for any month remaining in that calendar year in which the Employee works 40 hours or more in a calendar month, or during a four- or five-week payroll period ending in a calendar month in the building and construction industry in the geographic area covered by the Plan

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(including the month in which his hours exceeded 480 hours, if applicable), and such payments shall be forfeited. Following termination of post-retirement service, retirement income payments shall resume pursuant to Article 6.4.5. For the avoidance of doubt, for benefits earned prior to the Merger Date, the “geographic area covered by the Plan” shall mean the geographic areas of the legacy CTWW Plan and the OWCEPP with respect to Legacy CTWW Employees and Legacy OWCEPP Employees respectively.

(c) For purposes of Articles 6.4(a) and 6.4(b), the terms “building and construction industry,” and “work in the building and construction industry” are defined as follows:

(1) Building and construction industry means business activities of the types engaged in by any employers maintaining the Plan,

(2) Work means work of the type performed by employees or associate employees covered by the Plan or work which requires directly or indirectly the use of the same skills employed by an employee at any time under the Plan.

Notwithstanding the foregoing, no benefits shall be suspended during any period for which they are required to be paid pursuant to the provisions of Article 6.12.4.

6.4.2 An hour of post-retirement service shall be determined in accordance with Department of Labor Regulation 2530.203-3.

6.4.3 The Administrator shall notify each affected Employee of the reasons for the suspension of retirement income payments during the first calendar month that such payments are suspended.

6.4.4 An Employee who engages in any post-retirement service shall notify the Administrator during the first calendar month that such service commences. If an Employee fails to notify the Administrator of post-retirement service and the Administrator is made aware of such service,

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retirement income payments shall be suspended on the basis of a presumption that any service by the Employee during each month prior to notification of post-retirement service constitutes 40 or more hours of post-retirement service. In addition, the Administrator shall suspend retirement income payments on the basis of a presumption that any Employee engaged in non-reported post-retirement service shall have performed such service for as long as his employer has performed work at that construction site or employment location. Both of the above presumptions shall be subject to change, if the Employee can show factual information to the contrary.

6.4.5 In the event retirement income payments are suspended because an Employee performs post-retirement service in a calendar month, or in a four- or five-week pay period ending in a calendar month, suspended retirement income payments shall resume no later than the first day of the third calendar month in which the Employee ceases post-retirement service. In the case of payments suspended under the 40-hour rule in Article 6.4(a) and payments suspended under Article 6.4(b), the first payment shall include retirement income payments for those months in which the Employee completed less than 40 hours of post-retirement service. Provided, however, that payments may be reduced or forfeited as described in the next paragraph.

6.4.6 An Employee who engages in post-retirement service shall notify the Administrator upon return to retirement within the first calendar month following the cessation of post-retirement service. In the event it is determined that an Employee received retirement income payments during any month in which such Employee performed post-retirement service described in Article **Error! Reference source not found.** above, the Employee shall forfeit all payments otherwise due during the first three (3) months following his cessation of post-retirement service, until the full amount of such retirement income payments have been recovered. If the full amount has not been recovered from the first three (3) payments otherwise due, subsequent retirement income payments shall be reduced by an

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amount not to exceed twenty-five percent (25%) of the amount otherwise payable until the earliest of the following:

(a) The Employee's death (or the Employee's surviving spouse's death, or the Employee's designated beneficiary's death);

(b) The Employee's retirement income payments are again suspended for performance of post-retirement service in a calendar month; or

(c) The Trust recovers one hundred percent (100%) of the total of all retirement income paid in all months in which the Employee completed the amount of post-retirement service described in 6.4.1 above.

6.4.7 In no event shall the provisions of this Plan allow an Employee to revoke or change any election of benefits made under this Plan, with regard to such Employee's original Retirement Date. No Employee shall again have the right to elect a form of payment of retirement income, upon subsequent retirement, following re-employment after retirement income payments commence.

6.4.8 When retirement income payments resume, the amount of the payment shall be the same as was payable prior to the suspension except that if a retired Employee returns to employment in the industry and earns 480 or more Hours of Service in a Plan Year (500 or more Hours of Service in a Plan Year beginning prior to January 1, 2023), the Employee will be entitled to additional Credited Future Service for such employment in accordance with Article 6.1 or 6.2. Such additional Credited Future Service shall be credited effective at the commencement of the Plan Year following the year in which the additional credit was earned. Subject to Article 6.2.3(b), additional benefits earned prior to January 1, 2023 shall be calculated using the current Regular Early Retirement reduction factor based upon the age of the Employee when payments resume. Benefits earned in post-retirement employment on and after January 1, 2023 shall not commence until the Employee reaches age 65. Such additional

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benefits shall be in the same form of payment as the Employee elected when the Employee's retirement income payments originally began, unless the Employee originally elected a Spouse Option and the Employee's spouse is no longer living as of the date the additional benefit is payable. Additionally, on or after January 1, 2023 there shall be an Actuarial Equivalent adjustment for any month for which a benefit payment is suspended before the Participant reached normal retirement age. If the Participant was receiving an unreduced early retirement pension prior to the suspension, the Actuarial Equivalent adjustment shall not take the early retirement subsidy into account for the period of the suspension.

6.4.9 Re-employment after retirement for retired Employees receiving Disability Retirement Income shall be governed by the provisions of Article 7.

6.4.10 If an Employee continues to work after the Employee's Normal Retirement Date without retiring, benefits are suspended for work described in this Article that is before the Employee's required beginning date.

6.4.11 Effective July 1, 2022, notwithstanding the foregoing, an Employee who is employed in either of the following capacities shall not have his or her benefits suspended based on hours worked in such employment:

(a) as director of the Carpenters-Employers Apprenticeship & Training Trust Fund of Washington-Idaho or the Oregon-Washington Carpenters-Employers Apprenticeship and Training Trust Fund;

(b) as a professional teacher in a program or school system utilizing career connections to an apprenticeship program; or

(c) as a building inspector for a municipality.

**6.5 Standard Form of Early or Normal Retirement Income for Married Retirees:
Joint and Survivor Benefit**

6.5.1 Effective January 1, 1976, the standard form of retirement income for an eligible Employee who is legally married on his Normal or Early Retirement Date shall be a Joint and Survivor Benefit commencing on the Employee's Normal or Early Retirement Date. The Employee's retirement income as computed under Articles 6.1 and 6.2 is reduced to provide the actuarial equivalent in the form of a monthly income for the life of the Employee, commencing on his Retirement Date, with fifty (50) percent of the monthly amount the Employee receives during the Employee's lifetime continued for the life of the Employee's surviving spouse after the Employee's death. Monthly benefits will be paid to the surviving spouse for the remainder of the surviving spouse's lifetime regardless of whether she remarries, but payments will cease upon the spouse's death. For purposes of this Article 6.5, "spouse" or "surviving spouse" shall mean the Employee's spouse at the time of the Employee's retirement.

6.5.2 Effective January 1, 1988, if the spouse of an Employee dies while the Employee is on retirement pay status, and if the Employee notifies the Plan of the spouse's death, the benefit paid to the retired Employee shall be increased, effective the month following the spouse's death, to a Single Life Benefit, in the amount that would have been payable to the Employee had the Employee been single on his Retirement Date. This Single Life Benefit shall not be guaranteed for five years (sixty months), i.e., no payment shall continue to any beneficiary after the Employee's death.

6.5.3 If the spouse of an Employee relinquishes all interest in benefits from the Retirement Plan while the Employee is on retirement pay status, pursuant to a Qualified Domestic Relations Order dated on or after January 1, 1995, the benefit paid to the retired Employee shall be increased to a Single Life Benefit in the amount that would have been payable to the Employee had the Employee been single on his Retirement Date. This increase shall be effective the month following the effective date of the applicable provision in the Qualified Domestic Relations Order. This Single Life

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Benefit shall not be guaranteed for five years (sixty months), i.e., no payment shall continue to any beneficiary after the Employee's death.

6.5.4 Effective for Retirement Dates on and after January 1, 2022, the standard form of retirement income of a married Legacy OWCEPP Participant for benefits earned as a Sustainable Income Benefit in the OWCEPP Plan shall be paid in accordance with this Article 6.5.

6.6 Standard Form of Retirement for Unmarried Retirees: Single Life Benefit Guaranteed for Five (5) Years

Effective on or after January 1, 1976, the standard form of retirement income for an eligible Employee who is not legally married and takes Normal or Early Retirement, shall be a Single Life Benefit guaranteed for five years (60 months), commencing on the Employee's Normal or Early Retirement Date, with total benefits as provided under Articles 6.1 or 6.2. Monthly benefits will commence on the Employee's Retirement Date and cease the month of the Employee's death unless the Employee's death occurs less than sixty (60) months after the Employee begins receiving retirement benefits, in which event such payments shall continue, to the Employee's beneficiary(ies) until the balance of the sixty (60) payments have been made.

The standard form of retirement income for an Employee who takes Disability Retirement will be determined under Articles 6.8.4 and 6.10.

Effective for Retirement Dates on and after January 1, 2022, the standard form of retirement income of a non-married Legacy OWCEPP Participant for benefits earned as a Sustainable Income Benefit in the OWCEPP Plan shall be paid in accordance with this Section 6.6OWCEPP.

6.7 Optional Forms of Retirement Benefit

In lieu of the standard form of retirement income, an Employee taking Early or Normal Retirement may select one of the following options, provided the Employee rejects the standard form in the manner provided by Article 6.8. Notwithstanding the foregoing, the optional forms of retirement

benefit available to a Legacy OWCEPP Participant for benefits earned prior to January 1, 2022 are determined in accordance with the terms of Appendix B.

6.7.1 Contingent Benefit Option, which provides for actuarially reduced, level benefit payments during the life of the Employee and the further continuance of such level payments to a contingent beneficiary, if living, after the Employee's death.

6.7.2 Modified Contingent Benefit Option, which provides for actuarially reduced benefit payments to the Employee during his lifetime and the further continuance of such benefit payments in either three-fourths or one-half of such reduced amount to a contingent beneficiary, if living, after the Employee's death.

6.8 Election Procedures and Commencement of Benefits

6.8.1 Application/Written Explanation. Each Employee shall notify the Trustees in writing, on the pension application form prescribed by the Trustees, of his intent to retire.

Upon such notification, the Employee shall receive a written explanation of the terms and conditions of the various forms of payment, including an explanation of the relative values of the various forms of payment. The written explanation shall also describe the terms and conditions of the Joint and Survivor Benefit; the right to make, and the effect of an election to waive the Joint and Survivor Benefit; the right of the spouse to consent to the waiver; and the Employee's right to revoke an election, and the effect of the revocation. The written explanation shall be provided no less than 30 days and no more than 90 days prior to the Retirement Income Starting Date, unless, pursuant to this Article 6.8, the Employee and the Employee's spouse elect to commence benefits less than 30 days after the written explanation is given or the Employee and the Employee's spouse elect a retroactive Retirement Date.

6.8.2 Election Period. For purposes of electing a form of payment, or revoking an election, each Employee shall have an election period determined as follows:

(a) Written Explanation Provided 30 to 90 Days Before Retirement Date.

If the written explanation is provided 30 to 90 days before the Employee's Retirement Date, the election period commences on the date the written explanation was given and ends on the Retirement Date.

(b) Written Explanation Provided Less Than 30 Days Before Retirement Date.

If the written explanation is provided less than 30 days before the Retirement Date, but not later than such date, the Employee may consider the election for at least 30 days after receiving the written explanation. In the alternative, the Employee, with applicable spousal consent, may make an election of the form of payment in less than 30 days, provided:

(1) the first Retirement payment will not be issued before the expiration of the seven-day period commencing the day after the written explanation was given; and

(2) the election period will end on the later of the Employee's Retirement Date, the date the first Retirement Income payment is negotiated or the expiration of the seven-day period commencing the day after the written explanation was given; and

(3) the Plan informs the Employee of the right to consider the form of benefit for a period of thirty (30) days after receiving the written explanation.

(c) Written Explanation Provided After Retirement Date.

If the written explanation is provided after an Employee's Retirement Date, an Employee who is eligible may elect:

(1) a retroactive Retirement Date, provided the Employee, with spousal consent affirmatively elects the retroactive Retirement Date, and further provided that the

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election period described in this Article shall be determined from the date of the actual commencement of benefits, rather than from the Retirement Date; or

(2) in the case of Early, Special Early, or Rule of 80 Early Retirement, a new Retirement Date that is after the date the written explanation is provided; or

(3) in the case of Normal Retirement, a commencement date that is after the date the written explanation is provided, and a benefit which is the Actuarial Equivalent of the accrued benefit as of the date the Employee was otherwise eligible to commence Normal Retirement, subject to Article 6.4, Suspension of Pension Payments.

(d) No Retroactive Retirement Date for Sustainable Income Benefit.

Notwithstanding any other part of this Article 6.8, an Employee cannot elect a retroactive Retirement Date with respect to a Sustainable Income Benefit.

6.8.3 Retroactive Retirement Date. An Employee who elects a retroactive Retirement Date shall receive a make-up payment reflecting missed payments of his or her Past Service Benefit and Future Service Benefit earned prior to January 1, 2017 between the Employee's Retirement Date and the date of the actual commencement of benefits, plus interest at 7% per annum. Future monthly benefits will be in the amount that monthly payments would be if such benefits had actually commenced on the retroactive Retirement Date. This provision is subject to Article 6.4, Suspension of Pension Payments.

6.8.4 Disability Retirement Date. Disability Retirement Income payable under Article 6.3.1 is an auxiliary benefit. Therefore, an Employee who is receiving Disability Retirement Income the month immediately prior to his Normal Retirement Date, shall have a Retirement Date that is his Normal Retirement Date, and may elect a form of payment to commence on his Retirement Date pursuant to the election procedures in this Article and Article 6.10.

Notwithstanding the foregoing, a Legacy OWCEPP Employee who has elected to begin disability retirement benefit in accordance with Article 6.3.2 shall continue to receive benefit payments upon reaching age 65 regardless of whether he or she is then totally disabled. If a Participant's disability retirement benefits are terminated before age 65, the Participant's normal retirement benefit on his or her subsequent retirement shall be reduced on an Actuarial Equivalent basis to reflect the prior receipt of disability retirement benefits.

6.8.5 Election and Revocation of Election. The election, or revocation of an election, must be in writing and filed with the Plan Administrator before expiration of the election period. The form of payment may not be changed after expiration of the election period, except as otherwise provided in Article 6.5 for an Employee whose spouse dies while the Employee is on retirement pay status, or an Employee whose spouse relinquishes all rights pursuant to a Qualified Domestic Relations Order while the Employee is on retirement pay status.

Election of a form of payment, other than the Joint and Survivor Benefit, must be consented to by the Employee's spouse during the election period. The consent will designate a beneficiary which may not be changed without spousal consent, unless the consent permits designation by the Employee without further spousal consent, or unless the change is to the Joint and Survivor Benefit. The spouse's consent will acknowledge the effect of the election and be witnessed by a Plan representative or a notary public.

Notwithstanding the spousal consent requirements, if the Employee establishes to the satisfaction of the Plan Administrator that such written consent cannot be obtained because there is no spouse or the spouse cannot be located, or for any other reason provided by the Secretary of the Treasury or his delegate, such election can be made without the consent of any person.

In the event a married Employee fails to make an election, benefits will be in the form of a Joint and Survivor Option. In the event an unmarried Employee fails to make an election, benefits will in the form of a Single Life Benefit guaranteed for five years.

6.8.6 Spouse. Before an Employee's Retirement Date, the term "spouse" means the legal spouse of the Employee at the time of the determination. On or after the Employee's Retirement Date, the term "spouse" means the legal spouse of the Employee on his Retirement Date, provided that if the Employee elects a retroactive Retirement Date with respect to Past Service Benefits and Future Service Benefits earned prior to January 1, 2017, the spouse is determined as of the date benefits actually commence. A legal spouse means an individual legally married to an Employee as determined under Federal tax laws applicable to Internal Revenue Code § 401(a) tax qualified pension plans.

6.8.7 Commencement of Benefits. Unless an Employee directs otherwise, or continues to work in Covered Service or the Employee's election period has not expired, distribution of an Employee's Normal Retirement Benefits for which an Employee has made timely application and to which an Employee is eligible under Article 4 shall commence no later than the earlier of the 60th day after the close of the Plan Year in which the Employee:

- (a) Becomes eligible for Normal Retirement; or
- (b) Attains age 65.

6.8.8 Lost Participant/Beneficiary. If an Employee has not submitted an application for retirement benefits as of the "required beginning date" as defined by Article 6.12.2, and after a reasonable and diligent search the Plan is unable to locate the Employee, the Employee's accrued benefits shall be forfeited effective as of March 31 immediately preceding such date, subject to restoration of the Employee's benefit if such Employee or such Employee's spouse (determined as

of the earlier of the Employee's death or required beginning date) contacts the Trust and provides such identification as the Trust shall require to confirm their identity.

6.9 Death of, or Divorce from Contingent Beneficiary under Optional Form of Benefit

6.9.1 Effective January 1, 1988, if the contingent beneficiary of an Employee dies while the Employee is on retirement pay status, and if the Employee notifies the Plan of the contingent beneficiary's death, the benefit paid to the retired Employee shall be increased, effective the month following the contingent beneficiary's death, to a Single Life Benefit. The Single Life Benefit shall not be guaranteed for five years (sixty months), i.e., all benefit payments with respect to such Employee will cease upon his death. No retirement income will be payable to a contingent beneficiary if the Employee dies before his first retirement income payment becomes due, but Death Benefits shall be payable as provided in Article 8.

6.9.2 If the contingent beneficiary spouse of an Employee relinquishes all interest in benefits from the Retirement Plan while the Employee is on retirement pay status, pursuant to a Qualified Domestic Relations Order dated on or after January 1, 1995, the benefit paid to the retired Employee shall be increased to a Single Life Benefit as described in Article 6.5.3. The increase shall be effective the month following the effective date of the applicable provision in the Qualified Domestic Relations Order. The Single Life Benefit shall not be guaranteed for five years (sixty months) i.e., all benefit payments with respect to such Employee will cease upon his death. No retirement income will be payable to a contingent beneficiary if the Employee dies before his first retirement income payment becomes due, but Death Benefits shall be payable as provided in Article 8.

6.10 Employee on Disability Income

This Article 6.10 provides the sole Disability Retirement benefit for Legacy CTWW Employees. For Legacy OWCEPP Employees, this Article 6.10 provides the Disability Retirement Benefit earned for Covered Service on and after January 1, 2022.

6.10.1 Form of Payment. An Employee retired on a Disability Retirement will receive a Single Life Benefit. The Single Life Benefit will be guaranteed for five years (60 months) unless monthly Death Benefits become payable under Article 8.2 or 8.3 during the period of the guarantee which are greater than the monthly amount payable under the guarantee. Monthly benefits will commence on the Employee's Disability Retirement Date and cease the earlier of: the date the Employee is no longer Totally and Permanently Disabled; the month before the Employee's Normal Retirement Date; or the month of the Employee's death, unless the Employee's death occurs less than 60 months after commencement of Disability Retirement Income, in which event payments will continue to the Employee's beneficiary(ies) for the balance of the 60 months (subject to payment of Death Benefits as provided in Article 6.10.3). An Employee retired on a Disability Retirement may not elect a Joint and Survivor Benefit or an Optional Form of Retirement Benefit to apply prior to his 65th birthday.

6.10.2 Election of Normal Retirement. An Employee who is receiving Disability Retirement Income the month immediately prior to his Normal Retirement Date, shall be entitled to Normal Retirement Income commencing on the Normal Retirement Date and may elect a form of payment pursuant to the procedures applicable for Normal Retirement.

6.10.3 Death of Employee Prior to Normal Retirement. Death Benefits will be paid to the extent provided under Article 8.2 or 8.3 to the eligible beneficiary of an Employee retired on a Disability Retirement who does not survive to the Normal Retirement Date. If Death Benefits become payable during the period remaining on the 60-month guarantee, and the monthly amount of the Death

Benefits is greater than the monthly amount of the guarantee, the Death Benefits will be paid in lieu of the amount remaining on the guarantee. If Death Benefits become payable during the period remaining on the 60-month guarantee, and the monthly amount of the Death Benefits is less than the monthly amount of the guarantee, the Plan will continue to pay the balance on the guarantee, and the Death Benefits will commence following termination of the guarantee. In no case will benefits be paid under both Article 6.10.1 and under Article 8.2 or 8.3 during any one month. No Death Benefits are payable under Article 8.4 to the beneficiary of an Employee who was receiving Disability Retirement Income at the time of his death.

6.11 Lump Sum Payment

If the standard form of retirement or vested benefit has a Lump Sum Present Value of \$5,000 or less for an Employee retiring on a Normal, Early, or Disability Retirement Date, the Trustees, in their sole discretion, may elect to pay the benefit out in a lump sum cash payment to the Employee and his spouse, and written rejection of the Joint and Survivor Benefit shall not be required; provided that no lump sum cash payment may be made after the Annuity Starting Date unless the Employee and spouse consent in writing in the manner provided by law.

6.12 Minimum Distribution Requirements

6.12.1 General Rules.

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

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

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

(d) TEFRA § 242(b)(2) Elections. Notwithstanding the other provisions of this Article, distributions may be made under a designation made before January 1, 1984, in accordance with § 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to § 242(b)(2) of TEFRA.

6.12.2 Time and Manner of Distribution.

(a) Required Beginning Date. The Employee's entire interest will be distributed, or begin to be distributed, to the Employee no later than the Employee's required beginning date. For purposes of this Article, the "required beginning date" shall mean:

For an Employee other than a "5% owner" or a "terminated vested" Employee who attains age 70½ after December 31, 1998 and before January 1, 2020, the "required beginning date" is April 1 of the calendar year following the later of:

- (1) The calendar year in which the Employee attains age 70½; or
- (2) The calendar year in which the Employee retires.

For an Employee other than a "5% owner" or a "terminated vested" Employee who attains age 70½ on or after January 1, 2020, the "required beginning date" is April 1 of the calendar year following the later of:

- (1) The calendar year in which the Employee attains age 72; or
- (2) The calendar year in which the Employee retires.

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Attainment of age 70½ shall have the meaning set forth in Treasury Regulation § 1.401(a)(9)-2 (Q&A-3). Minimum distributions shall be made in accordance with Article 6.5 of the Plan and Treasury Regulations under Internal Revenue Code § 401(a)(9).

An Employee who is a “5% owner,” as determined under Internal Revenue Code § 416 may not postpone his required beginning date beyond April 1 of the calendar year following which he attains age 72 (70½ prior to January 1, 2020), even if the Employee continues employment. An Employee who attained age 70½ before January 1, 1999, may not be compelled to commence pension distributions.

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

(1) Distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Employee died, or by December 31 of the calendar year in which the Employee would have attained their required beginning date, if later. (No distribution may be made other than to the surviving spouse under Article 8.1 of the Plan, if the Employee has a surviving spouse.)

(2) If there is no surviving spouse but the Employee has designated an eligible beneficiary under Article 8.1, distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Employee died.

(3) If there is no surviving spouse and there is no designated beneficiary, distributions shall be made to the person entitled to the death benefit as of September 30 of the year following the year of the Employee’s death. The Employee’s entire interest will be distributed by December 31 of the calendar year of the fifth anniversary of the Employee’s death.

(4) If the Employee's surviving spouse is the Employee's sole designated beneficiary and the surviving spouse dies after the Employee but before distributions to the surviving spouse begin, this Article 6.12.2 (other than Article 6.12.2(b)(1)) will apply as if the surviving spouse were the Employee.

For purposes of this Article 6.12.2 and 6.12.5, distributions are considered to begin on the Employee's required beginning date (or, if Article 6.12.2 applies, the date distributions are required to begin to the surviving spouse under Article 6.12.2(b)(1)). If annuity payments irrevocably commence to the Employee before the Employee's required beginning date (or to the Employee's surviving spouse before the date distributions are required to begin to the surviving spouse under Article 6.12.2(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

(c) Form of Distribution. Distributions will be made in accordance with Article 6.12.3 to 6.12.5 of this Article.

6.12.3 Determination of Amount to Be Distributed Each Year.

(a) General Annuity Requirements. If the Employee's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

(1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

(2) the distribution period will be over a life (or lives) described in Article 6.12.4 or 6.12.5;

(3) once payments have begun, the period will not be changed even if the period certain is shorter than the maximum permitted;

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(4) payments will either be non-increasing or increase only as follows:

(A) by an annual percentage increase that does not exceed the annual increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics, except as provided in Article 6.1.3 with respect to an Employee's Sustainable Income Benefit;

(B) to the extent of the reduction in the amount of the Employee's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period dies or is no longer the Employee's beneficiary pursuant to a qualified domestic relations order within the meaning of Internal Revenue Code § 414(p);

(C) to provide cash refunds of contributions upon the Employee's death; or

(D) to pay increased benefits that result from a Plan amendment.

(b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Employee's required beginning date (or if the Employee dies before distribution begins), the date distributions are required to begin under Article 6.12.2(b)(1) or (2) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Employee's benefit accruals of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Employee's required beginning date.

(c) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Employee in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

6.12.4 Requirements for Annuity Distributions that Commence During Employee's Lifetime.

If the Employee's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Employee and a non-spouse beneficiary, annuity payments to be made on or after the Employee's required beginning date to the designated beneficiary after the Employee's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Employee using the table set forth in Q&A-2 of Treasury Regulation § 1.401(a)(9)-6T. If the form of distribution combines a joint and survivor annuity for the joint lives of the Employee and a non-spouse beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated beneficiary after the expiration of the period certain.

6.12.5 Requirements for Minimum Distributions Where Employee Dies Before Date Distributions Begin.

(a) Employee Survived by Designated Beneficiary. If the Employee dies before the date distribution of his interest begins and there is a designated beneficiary, the Employee's entire interest will be distributed, beginning not later than the time prescribed in Article 6.12.2(b), over the life of the designated beneficiary or over a period certain not exceeding:

(1) unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined, using the beneficiary's age as

of the beneficiary's birthday in the calendar year immediately following the calendar year of the Employee's death; or

(2) if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined, using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(b) No Designated Beneficiary. If the Employee dies before the date distributions begin, and there is no surviving designated beneficiary as of September 30 of the year following the year of the Employee's death, distribution of the Employee's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Employee's death.

(c) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Employee dies before the date distribution begins, the Employee's surviving spouse is the Employee's sole designated beneficiary, and then the surviving spouse dies before distributions to the surviving spouse begin, this Article 6.12.5 will apply as if the surviving spouse were the Employee, except that the time by which distributions must be made will be determined without regard to Article 6.12.2 herein.

6.12.6 Definitions.

(a) Designated Beneficiary. The individual who is designated as the beneficiary under Article 6.13 of the Plan and is the designated beneficiary under Internal Revenue Code § 401(a)(9) and the Treasury Regulation § 1.401(a)(9)-4, (Q&A 4).

(b) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Employee's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Employee's

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required beginning date. For distributions beginning after the Employee's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Article 6.12.2(b).

(c) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Treasury Regulation § 1.401(a)(9)-9.

(d) Required Beginning Date. The date specified in Article 6.12.2(a).

6.12.7 Default Distribution Procedures. Notwithstanding any other provision in this Plan, if an Employee whose location is known to the Trust fails to file a completed application by the Employee's required beginning date, the election and consent requirements of Article 6.8.2 shall no longer apply and the Trust will distribute the Employee's benefit as follows:

(a) If the actuarial value of the Employee's benefit on the required beginning date is \$5,000 or less, the benefit shall be paid to the Employee in a lump sum pursuant to Article 6.11.

(b) In any other case, the Trust will provide the benefit in the form of a 50% Joint and Survivor Benefit if the information available indicates that the Employee is married or as a Single Life Benefit Guaranteed for Five (5) Years if the information indicates the Employee is unmarried.

If information is not available to the Trust, the Employee will be put into pay status as of the required beginning date on the assumptions that:

(1) The Employee is married; and

(2) The Employee and his or her spouse are the same age.

As of the Employee's required beginning date, the form of payment will be irrevocable, except that if the Employee contacts the Trust and provides acceptable documentation of the spouse's age or that he or she did not have a spouse on the Employee's required beginning date, the benefit will be

recalculated, or in the case of an unmarried Employee, converted to a to a Single Life Benefit Guaranteed for Five (5) Years, prospectively only and adjusted for the value of payments received.

(c) The Trust may withhold any necessary taxes from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Trust.

6.13 Beneficiary Designations

6.13.1 Beneficiary Designations. Employees who are not married who take the standard form of retirement or an Optional Form of Retirement Benefit which provides for payment of benefits after the Employee's death, or married Employees who, with their spouses, reject the Joint and Survivor Benefit in writing and elect an Optional Form of Retirement Benefit which provides for benefits after the Employee's death, are entitled, prior to retirement, to designate a beneficiary for retirement benefits to which they are entitled or may become entitled under this Plan. In the case of a married Employee, no beneficiary designation other than the surviving spouse will be permitted unless:

(a) The spouse consents in writing to the designation, and such consent either expressly designates the beneficiary which may not be changed without spousal consent, or expressly permits designations by the Employee without any requirement of further spousal consent; or

(b) The spouse cannot be located, with such proof of attempt to locate that is consistent with the rules of the Trust or federal regulations; or

(c) The spouse has legally abandoned the Employee.

6.13.2 Where No Beneficiary Designated. If no beneficiary has been designated by the Employee, and the Employee has selected a Single Life Benefit guaranteed for five years (60 months), any benefit which survives the Employee will be paid to the surviving person or persons in the first of the following classes of successive preference beneficiaries in which a member survives the Employee: the Employee's

- (a) Spouse;
- (b) Children, including natural, legally adopted and stepchildren;
- (c) Parents;
- (d) Brothers and sisters.

6.13.3 Payment. In determining such person or persons, the Trustees may rely upon affidavit by a member of any classes of preference beneficiaries. Payment based upon such affidavit shall be full acquittance of any benefit payable under the Plan unless, before the payment is made, the Trustees have received written notice of valid claim by some other person. If two or more persons become entitled to benefits as preference beneficiaries, they shall share equally.

6.13.4 If No Beneficiary Survives Employee. If no beneficiary survives the Employee, then no Death Benefit shall be payable, except that the Trustees may in their sole discretion pay or reimburse the payment of necessary funeral and burial expenses, but in an amount not to exceed the benefit of \$5,000.00, whichever is less.

6.14 Legal Disabilities -- Facility of Payment

If, in the opinion of the Trustees, any person who is eligible to receive payments under this Retirement Plan is legally, physically, or mentally incapable of personally receiving or negotiating receipt for any such payment, the Trustees may direct payments to such other person, persons or institutions, who, in the opinion of the Trustees, are then maintaining or have custody of such payee, until claim is made by a duly appointed guardian or other legal representative of such payee. Such payments, to the extent thereof, will constitute a full discharge of the liability of the Fund and of the Trustees under the Retirement Plan.

6.15 Maximum Retirement Benefit

6.15.1 Effective Date. Except as otherwise provided, this Article shall be effective for limitation years ending after December 31, 2007.

6.15.2 Effect on Participants. Benefit increases resulting from the increase in the limitations of Internal Revenue Code § 415(b) will be provided to all current and former Employees (with benefits limited by Internal Revenue Code § 415(b)) who have an accrued benefit under the Plan immediately prior to the effective date (other than an accrued benefit resulting from a benefit increase solely as a result of the increases in limitations under Internal Revenue Code § 415(b)).

6.15.3 Definitions.

(a) **Defined Benefit Dollar Limitation.** The “defined benefit dollar limitation” is \$160,000, as adjusted, effective January 1 of each year, under Internal Revenue Code § 415(d) in such manner as the Secretary shall prescribe, and payable in the form of a Single Life Benefit. A limitation as adjusted under Internal Revenue Code § 415(d) will apply to limitation years ending with or within the calendar year for which the adjustment applies.

(b) **Maximum Permissible Benefit.** The “maximum permissible benefit” is the defined benefit dollar limitation (adjusted as provided in this Article).

(1) If the Employee has fewer than ten (10) years of participation in the Plan, the defined benefit dollar limitation shall be multiplied by a fraction, (i) the numerator of which is the number of years (or part thereof) of participation in the Plan and (ii) the denominator of which is ten (10).

(2) If the benefit of an Employee begins prior to age 62, the defined benefit dollar limitation applicable to the Employee at such earlier age is an annual benefit payable in the form of a Single Life Benefit at the earlier age that is the actuarial equivalent of the

defined benefit dollar limitation applicable to the Employee at age 62 (adjusted under (1) above, if required). The defined benefit dollar limitation applicable at an age prior to age 62 is determined as the lesser of (i) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Article 1.3 of the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a five (5) percent interest rate and the applicable mortality table as defined in Article 1.3 of the Plan. Any decrease in the defined benefit dollar limitation determined in accordance with this Article 6.15.3(b)(2) shall not reflect a mortality decrement if benefits are not forfeited upon the death of the Employee. If any benefits are forfeited upon death, the full mortality decrement is taken into account.

(3) If the benefit of an Employee begins after the Employee attains age 65, the defined benefit dollar limitation applicable to the Employee at the later age is the annual benefit payable in the form of a Single Life Benefit beginning at the later age that is actuarially equivalent to the defined benefit dollar limitation applicable to the Employee at age 65 (adjusted under (1) above, if required). The actuarial equivalent of the defined benefit dollar limitation applicable at an age after age 65 is determined as (i) the lesser of the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using the interest rate and mortality table (or other tabular factor) specified in Article 1.3 of the Plan and (ii) the actuarial equivalent (at such age) of the defined benefit dollar limitation computed using a five (5) percent interest rate assumption and the applicable mortality table as defined in Article 1.3 of the Plan. For these purposes, mortality between age 65 and the age at which benefits commence shall be ignored.

6.15.4 Aggregation Rules. For benefits accrued or payable before January 1, 2008, the limitations in this Article 6.15 shall be applied with respect to an Employee on an Individual Employer by Individual Employer basis. For benefits accrued on or after January 1, 2008, the

limitations of Article 6.15 shall be applied with respect to an Employee taking all of the Individual Employers into account. Notwithstanding the foregoing, an Employee shall not be entitled to accrue additional benefits on or after January 1, 2008, unless such additional benefits, together with the benefits accrued before January 1, 2008, satisfy the requirements of Treasury Regulations in effect as of January 1, 2008.

6.15.5 Exception. Notwithstanding the foregoing provisions of this Article 6.15, an Annual Retirement Income payable with respect to an Employee under the Plan shall not be deemed to exceed the limitation of this Article 6.15 if the Annual Retirement Income payable with respect to such Employee under the Plan does not exceed \$10,000 for the limitation year under consideration, or for any prior limitation year, and the Employee has never participated in a defined contribution plan (as defined in Internal Revenue Code § 415(k)) of his employer.

6.15.6 No Reduction in Benefits. Notwithstanding any provision to the contrary, no provision of this Article 6.15 as applied in accordance with final Treasury Regulations effective for limitation years beginning on or after January 1, 2008, will result in a limitation lower than an Employee's benefits accrued or payable prior to January 1, 2008.

6.16 Supplemental Benefits

6.16.1 An Employee whose Annuity Starting Date is no later than December 1, 1994 shall receive, on or about December 20, 1994, a one-time payment equal to a certain multiple, depending on the Employee's Annuity Starting date, of his monthly benefit payment, as follows:

<u>Multiple</u>	<u>Annuity Starting Date</u>
0.50	1/1/94 or later
1.00	In 1993
1.10	In 1992
1.20	In 1991
1.30	In 1990
1.40	In 1989

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<u>Multiple</u>	<u>Annuity Starting Date</u>
1.50	In 1988
1.60	In 1987
1.70	In 1986
1.80	In 1985
1.90	In 1984
2.00	Prior to 1/1/84

6.16.2 An Employee whose Annuity Starting Date is no later than December 1, 1996, shall receive a one-time payment equal to the Employee's monthly benefit payment, to be issued no later than the February 1997 payment cycle.

6.16.3 An Employee whose Annuity Starting Date is no later than December 1, 2000 shall receive a one-time payment equal to the Employee's monthly benefit payment, but not less than \$225, to be issued no later than the February 2001 payment cycle.

6.16.4 An Employee whose Annuity Starting Date is no later than December 1, 2005 shall receive a one-time payment equal to fifty (50) percent of the Employee's monthly benefit payment, but not less than \$250, to be issued no later than the March 2006 payment cycle.

6.16.5 An Employee whose Annuity Starting Date is no later than December 1, 2006 shall receive a one-time payment equal to fifty (50) percent of the Employee's monthly benefit payment, but not less than \$250, to be issued no later than the March 2007 payment cycle.

ARTICLE 7

Total and Permanent Disability

Total and Permanent Disability, for the purpose of this Retirement Plan, will mean the disability by bodily injury or disease which on the basis of medical evidence can be assumed to be permanent and continuous during the remainder of the Employee's lifetime, and which renders the Employee incapable of performing any and every duty pertinent to his occupation as a Carpenter. After benefits have been

paid to the Employee for 24 months, the Employee must then be incapable of engaging in any gainful occupation for which he is found to be fitted by training, experience, and abilities.

Disability Retirement Income will not be payable to an Employee where the disability results from an intentional self-inflicted injury or the habitual use of drugs or alcoholic beverages.

Disability will not be considered established unless it has continued for a period of not less than six (6) consecutive months. The Trustees may, however, at their discretion, waive the six-month period.

It shall be the responsibility of the Employee to submit satisfactory proof of such disability to the Trustees. Before ruling on any disability of an Employee, the Trustees may designate a qualified physician of their choice to examine the Employee.

The Trustees may, from time to time, require satisfactory proof of continued disability. If the Trustees determine that an Employee's disability has ceased prior to his attainment of age 65, his Disability Retirement Income will stop with the payment for the month in which his disability ceased.

When an Employee who is receiving Disability Retirement Income reaches his Normal Retirement Date, no further proof of continued disability will be required and further, he shall thereafter receive his Normal Retirement Income.

ARTICLE 8

Death Benefits Prior to Retirement

8.1 Eligible Beneficiaries

8.1.1 An Employee may designate any person to be eligible as beneficiary and to receive any benefits under Article 8.4, provided that if the Employee is married, the Employee may not designate a non-spouse beneficiary. An Employee may designate one or more dependent children to receive the benefits under Article 8.2 in the event there is no surviving spouse or the surviving spouse

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dies. Where a lawful spouse is the beneficiary of the Death Benefits under this Article, such spouse shall be the sole and primary beneficiary. Subject only to the foregoing limitations, an Employee may designate joint beneficiaries and contingent beneficiaries.

An Employee may designate as beneficiary of benefits under Articles 8.2 and 8.3, the persons indicated as eligible for benefits in those Articles.

8.1.2 Any designation of beneficiary must be made in writing, on a form acceptable to the Trustees.

8.1.3 Whenever any benefits under this Article become payable, the person or persons designated to the Trustees as the beneficiaries of the Employee according to the beneficiary designation then on file with the Trustees shall be entitled to receive such benefits and to give full acquittance therefor to the Trust, and payment by the Trust of such benefits to such person or persons shall fully discharge the Trust from all claims under this Article unless, before payment is made, the Trust has received, at its Administrative Office, written notice by or on behalf of some other person that such other person claims to be entitled to such payment or some interest in the benefits under this Article. Notwithstanding the foregoing, if an Employee designates a spouse, or person who subsequently becomes his spouse, for death benefits under this Article, the designation shall be automatically revoked if the marriage is subsequently dissolved or invalidated unless the Employee redesignates the former spouse following dissolution or invalidation of marriage, except as otherwise provided in a Qualified Domestic Relations Order.

8.1.4 If a Death Benefit under this Article would otherwise be payable but for the fact that no valid beneficiary designation is on file with the Trustees as of the date of the Employee's death, and the Employee is survived either by a lawful spouse or by any child of the Employee, whether the child is a natural, adopted or stepchild, then the Trustees may, in their sole discretion, deem such surviving

spouse, or if none, then such surviving child or children, to be the designated beneficiaries of such Employee.

8.1.5 If there is no surviving eligible designated beneficiary alive when payment would otherwise be made under this Article, and if the Employee is not survived by any spouse or child who the Trustees in their discretion deem to be the Employee's beneficiary(ies), then no benefit under this Article 8 shall be payable; provided, however, that in such case the Trustees, in their sole and absolute discretion, may reimburse up to \$5,000.00 of the funeral or burial expenses of the deceased Employee.

8.2 Primary Pre-retirement Survivor Benefit for Spouse or Dependent Minor Children of Vested Employee or Employee Eligible for Retirement

The surviving spouse who is the eligible beneficiary of an Employee whose rights under this Plan are vested pursuant to either Article 3.2.1(a) or 3.2.1(b), who was eligible for Regular, Special or Rule of 80 Early Retirement or Normal Retirement under the Plan, but who had not yet retired at the time of his death, or who though vested under Article 3.2.1(a) or 3.2.1(b) had not yet qualified for Early Retirement, but who had earned at least 750 Hours of Service in this Plan or in a Reciprocal Plan in the three (3) consecutive Plan Year period immediately preceding death, or 750 hours of contiguous Non-Covered Service (as defined by Article 1.8.3) in this Plan in the three (3) consecutive Plan Year period immediately preceding death, shall have the right to elect to receive a monthly sum until attaining age 62, remarriage or death prior to attaining age 62.

(a) The monthly sum shall be determined in the same fashion as a Reciprocal Pension would be determined, based upon the Credited Service of such Employee under this Plan. Notwithstanding the foregoing, in the case of a Legacy OWCEPP Employee, for deaths occurring on and after January 1, 2022, the monthly sum shall include such Employee's Sustainable Income Benefit earned under the OWCEPP Plan prior to the Merger Date as well as amounts earned in this Plan subsequent to the Merger Date.

(b) Such election must be made by the surviving spouse who is the eligible beneficiary prior to the receipt of any benefit under this Article 8, and once made is irrevocable. If upon the death of the surviving spouse, or if there is no surviving spouse, if upon the death of the Employee, there are one or more dependent minor children of the deceased Employee, the monthly sum shall be paid or continued to such dependent child or children designated as beneficiary(ies) by the Employee until the youngest surviving child attains age 18, or age 21, if a full-time student, such sum to be divided equally among the minor children who are eligible as of each distribution.

(c) Upon expiration of the surviving spouse's benefits under this Article 8.2, the surviving spouse will receive the Qualified Pre-retirement Survivor Benefit if that benefit would have continued beyond the expiration of the Primary Pre-retirement Survivor Benefit.

8.3 Qualified Pre-retirement Survivor Benefit for Spouse of Vested Employee

8.3.1 Eligibility for QPSA. A surviving spouse of a vested Employee is eligible for the ERISA mandated Qualified Pre-retirement Survivor Benefit, provided:

(a) The Employee was eligible for Early or Normal Retirement at the time of his death but had not retired; or

(b) The Employee was not yet eligible for Early Retirement and died prior to Early Retirement after having earned at least one Hour of Service on or after August 23, 1984, in this Plan or a Related Plan; or

(c) The Employee had retired on a Disability Retirement and thereafter died after August 23, 1984, and prior to his 65th birthday, provided that the Employee had either one Hour of Service in this Plan or a Related Plan after August 23, 1984, or ten (10) or more years of Credited Service in this Plan.

8.3.2 Commencement of QPSA. The Qualified Pre-retirement Survivor Benefit will commence in the case of an Employee who at the time of his death has attained age 55, in the month following the Employee's death; and in the case of an Employee who at the time of his death has not yet attained age 55, in the month the deceased Employee would have attained age 55 had he lived. The Qualified Pre-retirement Survivor Benefit will continue monthly for the duration of the spouse's lifetime.

In the case of an Employee who dies after the date on which he attained age 55, the amount of the Qualified Preretirement Survivor Benefit shall be computed as though the Employee had retired with a Joint and Survivor Benefit on the day before the Employee's death. In the case of an Employee who dies on or before the date on which he would have attained age 55, the amount of the Qualified Pre-retirement Survivor Benefit shall be computed as though the Employee had:

- (a) Separated from service on the date of death, or the date last worked in Covered Service, if earlier;
- (b) Survived to age 55;
- (c) Retired with a Joint and Survivor Benefit at age 55; and
- (d) Died on the day after the day on which such Employee would have attained age 55.

8.3.3 No Waiver of QPSA by Employee. An Employee is not entitled to waive the Qualified Pre-retirement Survivor Benefit or select a beneficiary other than the spouse for that benefit. The surviving spouse who qualifies will receive this benefit unless the spouse is eligible for and elects the Primary Pre-retirement Survivor Benefit, and in any case, will receive this benefit upon the expiration of the Primary Pre-retirement Survivor Benefit if the Qualified Pre-retirement Survivor Benefit would have continued beyond the expiration of the Primary Pre-retirement Survivor Benefit.

8.3.4 QPSA for Overage Surviving Spouse.

(a) Eligibility. A surviving spouse of an Employee who dies prior to age 55 may commence the Qualified Pre-Retirement Survivor Benefit prior to the date the Employee would have attained age 55, if:

(1) The Primary Pre-retirement Survivor Benefit is not payable solely because the surviving spouse attained age 62, or if payable was terminated solely because the surviving spouse attained age 62; and

(2) The surviving spouse attains age 62 prior to the date the Employee would have attained age 55 had he lived.

(b) Commencement and Amount. The Qualified Pre-retirement Survivor Benefit under this Article 8.3.4 will become payable on the later of the first of the month following the Employee's death, or the first of the month following the month in which the Primary Pre-retirement Survivor Benefit terminated because the surviving spouse attained age 62. The Qualified Pre-retirement Survivor Benefit will be computed:

(1) as though the Employee separated from service on the date of death, or the date last worked in Covered Service, if earlier; and

(2) based upon the Early Retirement Income the Employee would have been eligible to receive under Article 4.2.1, 4.2.2 or 4.2.3 had he lived to age 55, but reduced one-half (1/2) of one (1) percent (.50%) per month for each month the Qualified Pre-retirement Survivor Benefit is paid prior to the month the Employee would have attained age 55; and

(3) as though the Employee retired with a 50% Joint and Survivor Benefit on the day before commencement of the benefits under this Article 8.3.4.

8.4 Lump Sum Death Benefit

Upon the death, prior to retirement, of an Employee who is vested but who has not yet qualified for Early Retirement, a single Lump Sum Death Benefit of five thousand dollars (\$5,000.00) shall be payable to the surviving eligible beneficiary or beneficiaries, if any, of that Employee; provided, however, that no benefit shall be payable under this Article 8.4, if any benefits are payable upon the Employee's death under Articles 8.2 or 8.3, or if the Employee was receiving Disability Retirement Income at the time of death.

8.5 Cash Out of Benefit under Articles 8.2 or 8.3

If the pre-retirement death benefit payable under Articles 8.2 or 8.3 has a Lump Sum Present Value of \$5,000 or less, the Trustees, in their sole discretion, may elect to pay the benefit out in a Lump Sum Cash Payment to the spouse or other eligible beneficiary of the deceased Employee and written rejection of a monthly benefit shall not be required; provided that in the case of a beneficiary who is the spouse, no distribution may be made after the Annuity Starting Date unless the spouse consents in writing to the distribution in the manner provided by law.

ARTICLE 9

Funding of Plan Benefits

9.1 Purpose

All benefits under the Plan shall be paid from assets held in Trust for the exclusive purpose of providing benefits to Participants and beneficiaries and defraying reasonable expenses of administering the Plan as authorized by the Trustees pursuant to the Plan and Trust Agreement. Such assets shall be held in Trust, but also may be physically held under a group annuity contract or contracts with reputable insurance companies experienced in pension underwriting and authorized to do business

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in the State of Washington, or by a bank under a custodial agreement authorized by the Trustees pursuant to the Trust Agreement.

9.2 No Employee Contributions

No Employee shall or may make any voluntary contributions to the Plan. The sole source of contributions to the Plan shall be Employer Contributions made in accordance with the applicable Collective Bargaining Agreement or written contribution agreement.

9.3 Delegation of Authority to Invest Assets

The Trustees may delegate investment responsibilities, pursuant to the Trust Agreement and Article 10 of this Plan, and may appoint an investment manager or managers.

9.4 Investment Policy

The Trustees from time to time shall determine the immediate and long-term financial requirements of the Plan and on the basis of such determination establish a policy and method of funding which will enable the Trustees or the Investment Manager or Managers, if any, to coordinate the investment policies of the Plan's funds with the objectives and financial needs of the Plan.

9.5 No Reversion to Employers or Union

In no event will any part of the Plan funds revert to any Individual Employer or the Union or be used for or diverted to any purpose other than for the exclusive purpose of providing benefits to Participants and beneficiaries and for defraying reasonable expenses of administering the Plan as authorized by the Plan or the Trust Agreement. However, a contribution made by an Individual Employer as a mistake of fact or law may be refunded by the Trustees within six months after the Trustees determine that the contribution was paid by mistake, or such additional period as may be permitted by law.

9.6 Rights Against Trustees/Employers/Union

No person shall have any claim for benefits with respect to this Plan against the Trustees, the Union, an Individual Employer or any insurance company except as may be specifically set forth in this Plan or any applicable insurance contract or as provided by applicable law. The receipt by the Fund of contributions that may be submitted on behalf of persons who may not be eligible to participate in the Plan shall not stop the Trustees from declining or terminating the participation of such persons nor shall it constitute a waiver of any of the provisions of this Plan.

9.7 No Guarantee of Benefits

Neither the Union, the Individual Employer, nor the Trustees guarantee the payment of any benefits under this Plan. It shall be specifically understood that benefits shall be paid under the Plan only to the extent that funds are available therefor under the Trust. No Individual Employer shall have any liability for the obligations under the Plan of any other Individual Employer, except as provided by applicable law. Each Individual Employer shall be discharged of all obligations to contribute under the Plan upon making the contributions required of such Individual Employer under the applicable collective bargaining agreement, except for withdrawal liability and other requirements of law.

ARTICLE 10

Administration

10.1 Construction of Plan

This Retirement Plan is administered by the Trustees. The Trustees may establish rules for the transaction of their business and administration of the Retirement Plan. The Trustees will have the exclusive right to construe the provisions of the Retirement Plan and to determine any and all questions arising thereunder or in connection with the administration thereof, including the right to

remedy possible ambiguities and inconsistencies or omissions, and any such construction or determination by the Trustees made in good faith shall be conclusive on all persons affected thereby, provided that in any such construction or determination, the Trustees shall not discriminate in favor of any Employee or class of Employees.

10.2 Employment of Specialists and Advisors

The Trustees may employ or appoint such accountants, actuaries, counsel, specialists, clerical services, medical services, and other persons or services as they may deem necessary or desirable in connection with the administration of this Plan. The Trustees may further enter into a group annuity contract with a life insurance company for the purpose of providing any or all of the benefits provided by this Plan.

10.3 Claims and Appeal Procedure

10.3.1 Claims. Claims or application for benefits under this Plan must be made in writing to the Plan Administrator at the address listed in the Plan Booklet on forms prescribed by the Administrator.

10.3.2 Denial of Claim.

(a) **Timing of Benefit Denial (Other than Claim for Disability Retirement Benefits).** Any person whose application for benefits (other than Disability Retirement Benefits) under the Plan has been denied in whole or in part, or whose claim to benefits against the Fund is otherwise denied, will be notified in writing of the denial within 90 days after the Plan's receipt of the application or claim. An extension of time, not to exceed an additional 90 days, may be required by special circumstances. If so, notice of the extension, indicating the special circumstances and the date by which a final decision is expected to be rendered, will be furnished to the claimant before the expiration of the initial 90-day period.

(b) Timing of Benefit Denial for Disability Retirement Benefits. Any person whose application for Disability Retirement Benefits is denied in whole or in part will be notified in writing of the denial within a reasonable period of time, but not later than 45 days after receipt of the claim. This period may be extended for up to 30 days (to a total of 75 days) if the Plan determines that an extension of time for making the determination is necessary due to matters beyond the control of the Plan, and notifies the claimant prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

If the Plan determines that an additional extension of time for making the benefit determination is necessary due to matters beyond the control of the Plan, and notifies the claimant prior to the expiration of the first 30-day extension period of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision, then the period for making a benefit determination may be extended by the Plan for an additional 30 days (to a total of 105 days).

If an extension of time is due to the claimant's failure to submit the information necessary to decide a claim for Disability Retirement Benefits, the claimant will be afforded at least 45 days within which to provide the specified information. The period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the claimant until the date on which the claimant responds to the request for additional information.

If an extension is necessary to consider a claim for Disability Retirement Benefits, the notification of the extension will specifically provide:

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(1) an explanation of the standards on which entitlement to a benefit is based;

(2) the unresolved issues that prevent a decision on the claim; and

(3) the additional information needed to resolve the issues.

(c) Notice of Denial. The notice of denial will set forth the following in a manner calculated to be understood by the claimant:

(1) the specific reason or reasons for the denial;

(2) specific reference to pertinent Plan provisions on which the denial is based;

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

(4) an explanation of the Plan's claim review procedure, and the time limits applicable to such procedures, and a statement of the claimant's right to bring a civil action under ERISA § 502(a); and

(5) in the case of a claim for Disability Retirement Benefits, 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 determination and that a copy of the same will be provided free of charge to the claimant upon request.

10.3.3 Notice of Appeal to Trustees. The claimant may appeal to the Board of Trustees for a review of the denial. The notice of appeal must be in writing and should contain the following information:

NOTICE OF APPEAL

Notice is hereby given to the Trustees of the Carpenters Retirement Plan that: (claimant's name, social security number, address and telephone number) hereby appeals the decision or action of the Trustees or their representative (name of representative, if any) in (make a statement clearly identifying the decision or action being appealed) which decision was made or action taken on the ____ day of _____, 20__.

This appeal is based upon the rights accrued under the Plan by (name, address, and social security number of the employee on the basis of whose accrued rights under the Plan the appeal is made, if made by a beneficiary other than such Employee).

I do (not) wish to present my appeal in person or with legal counsel in a hearing before the Board of Trustees.

Together with the Notice of Appeal, a claimant should file with the Trustees a statement in writing containing the following additional information:

(a) a statement as to each ground on which claimant believes the decision or other action appealed from to have been in error;

(b) a list of the names and addresses of each person on whose testimony claimant will rely, in whole or in part, in support of the appeal, together with a short statement of the facts to which each such person is expected to testify;

(c) a list of each document on which claimant will rely in support of the appeal.

In the case of a denial of Disability Retirement Benefits, notice must be filed by the claimant or his duly authorized representative with the Administrator of the Trust within 180 days after receipt of notice of a denial of Disability Retirement Benefits, and in the case of all other adverse determinations, within 60 days after receipt of notice of the determination.

The failure to file a written notice of appeal within the time period prescribed will operate as a complete waiver and will bar claimant's right to appeal, and the decision or other action of the Trustees will be final.

10.3.4 Scheduling of Appeal. After the claimant has filed with the Trustees a timely notice of appeal, the Trustees will set a date for review of the appeal. The review will be conducted by the Board of Trustees, or by the Appeals Committee of the Board of Trustees, which has been allocated the authority for making a final decision in connection with the appeal.

The Trustees will review a properly filed appeal at the next regularly scheduled quarterly meeting of the Appeals Committee, unless the request for review is received by the Trustees within thirty (30) days preceding the date of such meeting. In such case, the appeal will be reviewed no later than the date of the second quarterly meeting following the Trustee's receipt of the notice of appeal, unless there are special circumstances requiring a further extension of time, in which case a benefit determination will be rendered not later than the third quarterly meeting of the Appeals Committee following the Trustee's receipt of the notice of appeal. If such an extension of time for review is required because of special circumstances, such as a request for a hearing on the appeal, then prior to the commencement of the extension, the Plan will notify the claimant in writing of the extension, describe the special circumstances and the date as of which the benefit determination will be made.

10.3.5 Appeal Procedures. The claimant is generally entitled to present his position and any evidence in support thereof, and may appear in person at an appeal hearing. Notwithstanding the foregoing, appeals involving issues of Plan design (including, but not limited to, requests to amend or waive a Plan provision) will be determined without a hearing based upon the written record. Appeals may be held telephonically.

The claimant may be represented by an attorney or by any other representative of his choosing at his own expense. The claimant may submit written comments, documents, records, and other information relating to the claim. The claimant will be provided upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to his claim for benefits.

The claimant must introduce sufficient credible evidence on appeal to establish, prima facie, entitlement to the relief from the decision or other action from which the appeal is taken. The claimant will have the burden of proving his right to relief from the decision or action appealed, by a preponderance of evidence. The Trustees will review all comments, documents, records, and other information submitted by the claimant related to the claim, regardless of whether such information was submitted or considered in the initial benefit determination. The Trustees will not afford deference to the initial adverse benefit determination.

When deciding an appeal of a claim for Disability Retirement Benefits that is based in whole or in part on a medical judgment, the Trustees will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. Any medical or vocational expert whose advice was obtained on behalf of the Plan in connection with the adverse benefit determination will be identified to the claimant. Any health care professional engaged for the purpose of a consultation will not be an individual who was consulted in connection with the initial adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

10.3.6 Decision of Trustees. The Trustees will issue a written decision on review as soon as possible, but not later than five days after the determination is made. The decision will include:

- (a) the specific reasons for the decision, written in a manner calculated to be understood by the claimant;
- (b) specific references to pertinent Plan provisions on which the decision is based;
- (c) 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;
- (d) in the case of a claim for Disability Retirement, a statement of the claimant's right to bring a civil action under ERISA § 502(a); and
- (e) in the case of a claim for Disability Retirement, 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 determination and that a copy of the same will be provided free of charge to the claimant upon request.

10.3.7 Review of Trustees' Decision.

- (a) Claim for Disability Retirement Benefits. Following issuance of the written decision of the Trustees on an appeal of a claim for Disability Retirement Benefits, there is no further right of appeal to the Trustees or right to arbitration. Instead, the claimant may bring a civil action under ERISA § 502(a). Any action must be brought within 180 days of receipt of the Trustees' written decision. Failure to file a civil action within that 180-day period shall operate as a waiver of and bar the right of any further review, and the decision of the Trustees will be final and binding.
- (b) Claim Other than for Disability Retirement Benefits. If the claimant is dissatisfied with the written decision of the Trustees, other than a decision on a claim for Disability

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Retirement Benefits, the claimant may request a further appeal by arbitration in accordance with the Employee Benefit Plan Claims Arbitration Rules of the American Arbitration Association. However, the request must be submitted in writing to the Trustees within 60 days of receipt of the Trustees' written decision. Failure of the claimant to initiate arbitration timely shall operate as a waiver of and bar the right of any further review, and the decision of the Trustees shall be final and binding. If requested, the administrator will assist the aggrieved person in preparing the request for arbitration. In the event the matter is submitted to arbitration, the appeal will be limited to a transcript of witness testimony, the exhibits, and the Findings and Decision of the Trustees (or Appeals Committee of the Trustees). The arbitrator shall not have the power or authority to add to, subtract from, or in any way modify the Plan, Trust Agreement, insurance contracts, if any, or the rules and regulations of the Trust.

The expenses of arbitration will be borne equally by the appealing party, and by the Trust Fund unless otherwise ordered by the arbitrator. Each party is responsible for its own attorney fees. The decision of the arbitrator is final and binding on all parties, and judgment upon the award may be entered in any Court having jurisdiction thereof.

(c) Question on Review. The question for consideration on review of the Trustees' decision is whether the Trustees abused their discretion.

10.3.8 Exhaustion of Remedies. A claimant must exhaust his remedies under the foregoing procedures as a condition precedent to the commencement of a lawsuit or arbitration.

10.4 Eligible Rollover Distributions

10.4.1 Direct Rollover. Effective for distributions payable on and after November 1, 2009, an Employee, surviving spouse, or nonspouse beneficiary entitled to a distribution may elect to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a

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Direct Rollover. Notwithstanding the foregoing, distributions less than \$200 per calendar year are not eligible for Direct Rollover.

10.4.2 Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Employee, surviving spouse, or nonspouse beneficiary, provided that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Employee and the Employee's designated beneficiary, or for a specified period of ten years or more; any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the surviving spouse or nonspouse beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Internal Revenue Code § 401(a)(9); and the portion of any distribution that is not includable in gross income.

10.4.3 Eligible Retirement Plan. In the case of distributions made to an Employee, an Eligible Retirement Plan is an individual retirement account described in Internal Revenue Code § 408(a), an individual retirement annuity described in Internal Revenue Code § 408(b), an annuity plan described in Internal Revenue Code § 403(a), a qualified trust described in Internal Revenue Code § 401(a), an annuity contract described in Internal Revenue Code § 403(b), or an eligible plan under Internal Revenue Code § 457(b) which is maintained by an eligible employer described in Internal Revenue Code § 457(e)(1)(A), that accepts the Eligible Rollover Distribution. Effective January 1, 2008, an Eligible Retirement Plan also means a Roth IRA, provided that the distributee is eligible to make a qualified rollover contribution to a Roth IRA as described in Internal Revenue Code § 408A(c)(3)(B). 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 an alternate payee under a Qualified

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Domestic Relations Order. Effective November 1, 2009, in the case of a distribution to a nonspouse beneficiary, an Eligible Retirement Plan is an individual retirement account described in Internal Revenue Code § 408(a), or an individual retirement annuity described in Internal Revenue Code § 408(b), which is established in a manner which identifies it as an account with respect to the deceased Employee and also identifies the deceased Employee and the nonspouse beneficiary.

10.4.4 Direct Rollover. A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Employee or surviving spouse.

10.4.5 Limit on Distributions. An Employee or surviving spouse may split an Eligible Rollover Distribution which is greater than \$500, by receiving a portion as a Direct Rollover and receiving direct payment of the balance, provided that the amount to be distributed as a Direct Rollover must be at least \$500. Only one Direct Rollover shall be allowed with respect to each distribution.

10.4.6 Acceptance of Rollover Distributions. The Plan shall not accept rollover distributions.

10.5 Pension Enhancement Options

At the election of the Employee whose Retirement Income Starting Date is prior to December 31, 2017, the Plan may accept transfer of all or part of a lump sum distribution from the Employee's account in the Amended Carpenters of Western Washington Individual Account Pension Plan ("Individual Account Plan") for the purpose of providing additional monthly retirement income from this Plan. The Plan shall not accept a transfer before the Employee's retirement under this Plan, provided that if the Employee retires on a Disability Retirement, the Plan shall not accept a transfer until the Employee reaches his Normal Retirement Date.

The amount of the additional monthly retirement income shall be calculated in accordance with Article 6.1.2 using the Plan's then current actuarial assumptions used for ERISA

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minimum funding purposes, paid in the same form of retirement benefit elected by the Employee at retirement. For Retirement Dates on or after January 1, 2013, the amount of the additional monthly retirement income calculated under this Article shall not be less than the benefit calculated using the applicable mortality table and applicable interest rates specified in Internal Revenue Code § 417(e)(3), using the same look-back and stability period described in Article 1.14. Any supplemental benefits and increases approved by the Trustees shall be applied to the additional monthly retirement income.

If monthly benefits terminate under the form of retirement benefit elected by the Employee before the Plan pays out (in additional monthly benefits) the total transferred amount, the balance of the transferred amount shall be paid in a lump sum to the Employee's surviving designated beneficiary. If there is no surviving designated beneficiary, the balance of the transferred amount shall be paid to the Employee's estate.

ARTICLE 11

Amendments/Mergers

11.1 Amendments

The Trustees reserve the right to change, modify or amend the Retirement Plan at any time, retroactively or otherwise, except that any amendment which operates to diminish an Employee's vested benefits under this Plan, or to enlarge the requirements, may do so only prospectively, and no amendment shall have the effect of reducing the non-forfeitable or vested percentage of an Employee's accrued benefit or the benefits payable to persons who have retired prior to such amendment.

It is intended that the Retirement Plan will constitute a qualified Pension Plan under the applicable provisions of the U.S. Internal Revenue Code and ERISA and regulations of the Internal Revenue Service and U.S. Department of Labor. Any amendment of the Plan may be made retroactively,

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if necessary and appropriate, to qualify the Plan to meet the requirements of the applicable law and regulations. No amendment of the Plan shall be adopted which will impair the actuarial soundness of the Plan, or cause or result in the expenditure of any portion of the funds to inure to any Individual Employer or Union or for any other purpose other than for the exclusive benefit of the Participants and their beneficiaries.

Amendments shall be approved by the Trustees and signed by the Co-Chairmen of the Board of Trustees.

11.2 Mergers/Consolidations

No merger, consolidation or other transfer of the assets and liabilities of the Trust to another Trust shall be made unless each Participant of this Trust would (if the Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had been terminated).

ARTICLE 12

Termination of Plan

12.1 Benefits Nonforfeitable if Plan Terminated

It is expected that the Plan will be continued in effect indefinitely and that each Individual Employer will continue to make contributions required by applicable collective bargaining agreements. The Trustees reserve the right to institute proceedings to effect a partial or total termination of the Plan.

In the event of a partial or total termination of the Plan or a complete discontinuance of Employer Contributions, the Normal Retirement Benefit, credited to each Participant, to the extent funded as of the date of termination or discontinuance, will be nonforfeitable.

12.2 Notice to Pension Benefit Guaranty Corporation

The Trustees shall file a notice of termination with the Pension Benefit Guaranty Corporation as required by law.

12.3 Insurance Coverage of Pension Benefit Guaranty Corporation

The Pension Benefit Guaranty Corporation, a non-profit corporation, has been established within the Department of Labor by the Employee Retirement Income Security Act of 1974 to insure that Participants and beneficiaries covered under the Plan do not incur a loss of benefits caused by a termination of the Plan before sufficient funds have been accumulated to pay all benefits.

Under certain conditions specified in applicable federal laws and regulations, the Pension Benefit Guaranty Corporation may institute proceedings to terminate the Plan. In this event, the Pension Benefit Guaranty Corporation will be responsible for determining the degree of insurance coverage, the priority of claims, and the distribution of assets and insurance proceeds to all claimants.

12.4 Payment of Retirement Benefits

An Employee's benefit, determined to be payable upon termination or partial termination under Article 12.1, will be equal to the amount of monthly retirement benefit to which he is entitled under Article 6. Plan assets shall be allocated to provide benefits on the basis of an actuarial study and report by a qualified actuary to be designated by the Trustees, in accordance with applicable laws and regulations. Benefits, with respect to those Participants who have then attained their Normal Retirement Dates, will be distributed in the form of an immediate pension benefit. All other benefits will be in the form of a paid-up deferred pension benefit, with payments commencing on the Participants' Normal Retirement Dates. The form of the pensions so distributed will be in accordance with Article 6. Benefits, when determined as described below, will remain fixed regardless of any person's employment status thereafter.

12.5 Payment of Any Remaining Funds

If, after the provisions of Article 12.4 have been applied, any balance remains in the Plan funds, such remaining balance shall be allocated among all Participants in accordance with a non-discriminatory formula to be determined by the Trustees. Any amount to be allocated to a Participant may be in cash or in the form of a monthly benefit at the discretion of the Trustees. The determinations to be made under the provisions of this Article shall be based on an actuarial study and report by a qualified actuary to be designated by the Trustees.

ARTICLE 13

Inalienability

13.1 No Right to Attachment, Garnishment, Assignment, Etc.

No Employee or other person having or claiming to have any interest of any kind or character in or under this Retirement Plan or in any payment therefrom will have any right to sell, assign, transfer, convey, hypothecate, anticipate, or otherwise dispose of such interest, and such interest will not be subject to any liabilities or obligations of or any bankruptcy proceedings, claims of creditors, attachment, garnishment, execution, levy, or other legal process against such person or his property.

13.2 Qualified Domestic Relations Order Exception

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

13.2.1 Such order must relate to the provision of child support, alimony payments or marital property rights of a spouse, former spouse, child or other dependent which recognizes the

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existence of such an alternate payee's right to, or assigns to such an alternate payee the right to, receive all or a portion of an Employee's benefits.

13.2.2 Such order must specify:

- (a) The name and last-known mailing address of the Employee and each alternate payee covered by the order;
- (b) The amount or percentage of benefits to be paid to each alternate payee, or the manner in which such amount or percentage is to be determined;
- (c) The number of payments or period to which such order applies; and
- (d) Each plan to which such order applies.

13.2.3 Such order must not:

- (a) Require the Plan to provide any type or form of benefits, or any option, not otherwise provided under the Plan, except as provided in 13.2.4 below;
- (b) Require the Plan to provide increased benefits determined on the basis of actuarial value; or
- (c) Require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order.

13.2.4 Such order may:

- (a) Provide that the former spouse shall be treated as a surviving spouse of the Employee as to accrued benefits earned during the marriage to the former spouse; or
- (b) Require that payments be made to an alternate payee on or after the date the Employee is eligible for an Early Retirement Pension in any form other than a Joint and Survivor Benefit, even though the Employee has not ceased Covered Employment; provided, however, that if a

QDRO requires payment at the time the Employee is first eligible to retire, even though the Employee has not retired, the former spouse will not be entitled to any subsequent increase in the Employee's accrued benefits. If the QDRO provides for payments to the former spouse only after the Employee actually takes Early or Normal Retirement, the former spouse will be entitled to have her benefits adjusted to share in any benefit increases, if the QDRO so provides.

13.2.5 If a former spouse to whom benefits would have been payable under a QDRO dies before any such benefits are payable, then unless the QDRO provides for the payments to be made to another alternate payee, any interest of the former spouse in the benefits shall terminate and revert to the Employee.

13.2.6 No domestic relations order shall be considered a QDRO until it has been approved as such, in writing, by the Plan.

13.2.7 During any period in which the Plan has received a proposed QDRO and the issue of whether the order is a QDRO is being determined, the Plan shall separately account for amounts which would have been payable to the alternate payee during such period if the order had been determined to be a QDRO (referred to as segregated amounts). If, within the 18-month period beginning with the date the first payment would be required under the order, it is determined that the order is a QDRO, the segregated amounts shall be payable to the person or persons entitled thereto under the QDRO. If within the 18-month period it is determined that the order is not a QDRO, or the issue of whether the order is a QDRO is not resolved, the Plan shall pay the segregated amounts to the person or persons who would have been entitled to such amounts if there had been no order. Any determination that an order is a QDRO made after the 18-month period shall apply prospectively only.

13.2.8 The Plan shall not make a determination that an order is a QDRO if the order requires payment of benefits which were paid prior to the Plan's receipt of the QDRO.

13.2.9 The alternate payee shall notify the Trustees in writing of the intent to commence benefits. The Plan may require the alternate payee to submit documentation in support of the application to commence benefits.

13.2.10 This Article 13.2 establishes the Plan's procedures for determining the qualified status of Domestic Relations Orders and for administering distributions under qualified orders.

ARTICLE 14

Scope of the Plan

14.1 Extension of Plan

The Trustees may extend the benefits of this Plan to Employees of other employer groups and other union locals.

14.2 Reciprocity Agreements

The Trustees shall have the right to enter into reciprocal agreements with other pension plans.

ARTICLE 15

Miscellaneous Provisions

15.1 Information to Be Furnished

An Employee or Associate Employee shall furnish the Trustees any information or proof that they may deem necessary and reasonable in order to administer the terms of this Retirement Plan.

15.2 Contributions

All contributions to the Fund will be made by the Individual Employers and in amounts as specified in their respective Collective Bargaining Agreements.

15.3 Applicable Law

This Retirement Plan shall be construed, regulated, and administered under the federal laws of the United States and, to the extent not preempted, the laws of the State of Washington.

15.4 Savings Clause

If any provisions of the Plan are held to be illegal or invalid for any reason, such illegality, or invalidity shall not affect the remaining parts of the Plan, but the Plan shall be construed and enforced as if such illegal and invalid provisions had never been inserted in the Plan.

15.5 Masculine Gender

The masculine gender shall include the feminine wherever applicable.

15.6 Withdrawal Liability

15.6.1 Adoption of Optional Provisions. The following provisions are adopted to comply with the Multiemployer Pension Plan Amendments Act of 1980 (P.L. 96-364), which requires that certain optional provisions of that Act be set forth in the Plan.

15.6.2 Interest Assumption. The Plan shall use an interest discount assumption for calculating withdrawal liability, which is the greater of:

(a) the PBGC immediate annuity rate in effect at the valuation date for terminating a single employer plan, less one and one-half percent (1-1/2%); or

(b) the valuation funding assumption.

15.6.3 Fresh Start Option. The fresh start option shall apply for Plan withdrawals occurring on or after January 1, 2007, by substituting the Plan Year ending December 31, 2006, for the Plan Year ending before September 26, 1980 (ERISA § 4211(c)(5)(E)).

15.6.4 Free Look Option. The free look option shall apply for Plan withdrawals on or after January 1, 2007, as long as the following apply:

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(A) the ratio of Plan assets to benefits paid for the Plan Year preceding the first Plan Year for which the employer was required to contribute was at least 8 to 1;

(B) the Individual Employer had an obligation to contribute to the Plan for no more than five years;

(C) the Individual Employer's required contributions for each of the five Plan Years prior to withdrawal did not exceed 2% of the total Plan contributions made for that Plan Year;

(D) the Individual Employer has not previously avoided withdrawal liability under this rule; and

(E) the Individual Employer first had an obligation to contribute to the Plan after September 26, 1980 (ERISA § 4210).

In the event an Individual Employer withdraws from the Plan under this free look option, that part of any past service credit and past service accrued benefit (including but not limited to service under Article 1.8.5) for which an Employee was previously eligible because of employment for that Individual Employer prior to the participation of such Individual Employer in this Plan shall be forfeited.

15.6.5 Merger of Oregon-Washington Carpenters-Employers Pension Trust. For the period from the Effective Time of the merger of the Oregon-Washington Carpenters-Employers Pension Trust into the Trust through the end of the Plan Year beginning January 1, 2022, the withdrawal liability of legacy employers of each trust shall be determined as if such merger had not occurred.

15.7 Qualified Military Service

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and Credited Service with respect to qualified military service will be provided in accordance with § 401(a)(37) and § 414(u) of the Internal Revenue Code, provided that benefit accrual will not be provided for an individual who dies while performing qualified military service, and provided further that reemployment rights are not provided to an individual who becomes disabled while performing qualified military service and fails to resume employment. Funding to provide benefits attributable to periods of qualified military service shall be at Plan expense. Hours of Service for qualified military service shall be based upon the Employee's average Hours of Service during the twelve (12) month period immediately preceding the qualified military service, or, if shorter, the period of employment immediately preceding the qualified military service.

Pursuant to action taken at a meeting of the Board of Trustees on December 6, 2022.

Union Co-Chair

Management Co-Chair

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APPENDIX A

**Northwest Carpenters Retirement Plan
 Joint and Survivor Benefit Factors
 Applicable to Accrued Benefit Earned Prior to January 1, 2017**

Beneficiary's Age In Relation to Retiree's Age	50% Joint and Survivor	75% Joint and Survivor	100% Joint and Survivor
Each additional year older	+0.005	+0.007	+0.008
+10 years	0.930	0.900	0.866
+9	0.925	0.893	0.858
+8	0.920	0.886	0.850
+7	0.915	0.879	0.842
+6	0.910	0.872	0.834
+5	0.905	0.865	0.826
+4	0.900	0.858	0.818
+3	0.895	0.851	0.810
+2	0.890	0.844	0.802
+1	0.885	0.837	0.794
Same age as your beneficiary	0.880	0.830	0.786
-1	0.875	0.823	0.778
-2	0.870	0.816	0.770
-3	0.865	0.809	0.762
-4	0.860	0.802	0.754
-5	0.855	0.795	0.746
-6	0.850	0.788	0.738
-7	0.845	0.781	0.730
-8	0.840	0.774	0.722
-9	0.835	0.767	0.714
-10	0.830	0.760	0.706
Each additional year younger	-0.005	-0.007	-0.008

APPENDIX B

MERGER OF

OREGON-WASHINGTON CARPENTERS-EMPLOYERS PENSION PLAN

I. MERGER OF OREGON-WASHINGTON CARPENTERS-EMPLOYERS PENSION PLAN

The Board hereby approves and accepts the merger of the Oregon-Washington Carpenters-Employers Pension Plan (“OWCEPP”) with the Plan effective June 30, 2021 at 11:59 p.m. (“Effective Time”) and the transfer of ownership of the liabilities and the assets of the OWCEPP. Each legacy OWCEPP participant or beneficiary shall be entitled to receive a benefit immediately after the merger which is equal to or greater than the benefit they would have been entitled to receive immediately before the merger (if the Plan had been terminated).

(a) Legacy OWCEPP Employees who do not complete an hour of service after the Effective Time will be entitled to the benefit that they earned in the Oregon-Washington Carpenters-Employers Pension Plan as in effect immediately prior to the Effective Time, which shall be paid by the Trust.

(b) Legacy OWCEPP Employees who earn an Hour of Service after the Effective Time shall be entitled to a benefit that is the sum of:

(1) Their frozen traditional benefit for service prior to July 1, 2017, as described in the Oregon-Washington Carpenters-Employers Pension Plan as in effect immediately prior to the Effective Time (and attached hereto as Appendix D); and

(2) Their sustainable income benefit for service on and after July 1, 2017 and prior to the Effective Time, as described in the Oregon-Washington Carpenters-Employers Pension Plan as in effect immediately prior to the Effective Time; and

(3) Their Sustainable Income Benefit for service after the Effective Time and prior to January 1, 2022, as described in this Appendix B, Section II; and

(4) Their Sustainable Income Benefit for Covered Service in the Plan as described in Articles 1-15 of the Plan document.

The terms of the Oregon-Washington Carpenters-Employers Pension Plan, insofar as they apply, are hereby incorporated by reference. For the avoidance of doubt, all administrative and procedural rules, including but not limited to, benefit application, claims and review procedures, amendment and other governance provisions are not incorporated.

II. Sustainable Income Benefit for Legacy Oregon-Washington Carpenters-Employers Pension Trust Participants

On and after the Effective Time and prior to January 1, 2022, Legacy OWCEPP Participants accrue a Sustainable Income Benefit under the design, formulas, and features described herein. Capitalized terms in this Section II have the meaning ascribed to them in Article I, except as indicated.

1. Accruing Contributions.

The contributions required for hours worked in Covered Service from July 1, 2021, and thereafter on which a Sustainable Income Benefit shall be earned are "Accruing Contributions." The following are not Accruing Contributions:

a. Funding-only.

(i) \$3.24 of the per-hour contribution required under the Oregon Columbia Chapter, Associated General Contractors of America, Inc. ("AGC"), the Associated Wall and Ceiling Contractors of Oregon and Southwest Washington, Inc. ("Wall and Ceiling"), the General & Concrete Contractors Association, Inc. ("GCCA"), the Scaffolding & Shoring Master Agreement ("Scaffolding") Collective Bargaining Agreements.

(ii) For any other Contribution Agreement, the per-hour contribution amount that is proportionate to the non-accruing contributions under the AGC Collective Bargaining Agreement.

b. SIB Reserve.

Fifteen percent (15%) of the required contributions for Covered Employment that would have been Accruing Contributions but for this sentence.

2. Actuarial Equivalent

Actuarial Equivalency shall be determined using the interest rate assumption of four percent and the applicable mortality table under Code Section 417(e), regardless of whether the Participant is Totally Disabled, except

a. as provided in Paragraph 5.a, and

b. for purposes of cashing out any benefits and determining whose consent is necessary for a cash out, in which case the following factors shall apply:

(i) The Applicable Interest Rate and Applicable Mortality Table; or

(ii) Grandfathered "Plan's Factors"

(A) For a Participant who retires on an early, normal, or delayed retirement date, the lump-sum payment shall be \$118 for each \$1.00 of monthly retirement benefit earned by the Participant

if the Participant is age 60 on the Annuity Starting Date. If the Participant is not age 60 on the Annuity Starting Date, the foregoing amount is increased by \$.18 for each month by which the Participant is younger than age 60, or decreased by \$.24 for each month by which the Participant is older than age 60.

- (B) For a Participant who retires on a disability retirement date, the lump-sum payment shall be \$102 for each \$1.00 of monthly retirement benefit earned by the Participant if the Participant is age 45 on the Annuity Starting Date. If the Participant is not age 45 on the Annuity Starting Date, the foregoing amount is increased by \$.04 for each month by which the Participant is younger than age 45, or decreased by \$0.10 for each month by which the Participant is older than age 45.

3. Benefit Accrual Rate

Benefits accrue at 0.83 percent of the Accruing Contributions (or, as to an Employee who is a common-law employee of a legacy OWCEPP Participating Employer that is incorporated, provided the Employee is a working owner of that Participating Employer and earned Credited Service under the OWCEPP as a bargained Employee at any time before becoming a working owner of the Participating Employer, pursuant to rules adopted by the OWCEPP Board, of the Accruing Contributions that are actually made). This is the "Benefit Accrual Rate."

4. Normal and Delayed Retirement

a. Normal Retirement Benefit. The amount of the monthly Sustainable Income Benefit for a Legacy OWCEPP Participant shall be the benefit accrued under this Appendix B as of the vested Participant's normal retirement age.

b. Delayed Retirement Benefit. A vested Participant who retires on a delayed retirement date shall receive his or her Sustainable Income Benefit accrued as of the delayed retirement date, increased for any month after normal retirement age in which the benefit was not suspendable due to post-retirement employment.

For a Legacy OWCEPP Participant retiring prior to January 1, 2022, that increase shall be the Actuarial Equivalent of the benefit payment for any such non-suspendable month, including annual adjustments, and accumulated with seven percent (7%) interest. For a Legacy OWCEPP Participant retiring on or after January 1, 2022, the factors in Article 6.1.5 shall apply to the Participant's Sustainable Income Benefit.

5. Early Retirement.

Prior to January 1, 2022, the factors in this Article 5 shall apply for a vested Participant electing an Early Retirement Benefit. For Retirement Dates on and after January 1, 2022, the factors noted in Article 6.2 shall apply to a Legacy OWCEPP Participant's Sustainable Income Benefit.

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a. Age-Reduced Early Retirement Benefit. A vested Participant who has reached age 55 shall be eligible to take an age-reduced early retirement benefit of his or her Sustainable Income Benefit.

The full actuarial reduction from age 65 shall apply to the Sustainable Income Benefit and be based on four-percent interest and the RP-2000 Combined Healthy Mortality Table for Males, with Blue Collar adjustments, projected to 2015 using Projection Scale AA.

Notwithstanding the foregoing, if an early-retirement eligible Participant has 12 years of Credited Service or ten years of Credited Future Service, excluding any Credited Future Service earned as a result of the Participant's work in Continuous Non-Covered Employment, then the following reduction factors shall apply:

- (i) One-fourth of 1 percent for each month by which the Participant is younger than the normal retirement age (from age 62 if the Participant would be eligible for the unreduced benefit at age 62 under 5.5(b), but for the Participant not yet being age 62), but not younger than age 60, on the Annuity Starting Date; and
- (ii) One-half of 1 percent for each month by which the Participant is younger than age 60 on the Annuity Starting Date.

b. Unreduced Early Retirement Benefit before Age 65. The Sustainable Income Benefit shall be payable as an unreduced benefit before age 65 if the Participant has reached at least age 55 and satisfies the following requirements:

- (i) The sum of the Participant's age and years of Credited Service total at least 80 at the end of either of the following periods:
 - (A) The most recent two consecutive Plan Years in which the Participant worked at least 300 hours in Covered Employment, Continuous Non-Covered Employment, or under a Related Plan (if entitled to a Pro Rata Pension) in each of the two consecutive Plan Years; or
 - (B) The most recent five consecutive Plan Years in which the Participant worked at least 2,000 hours in Covered Employment Continuous Non-Covered Employment, or under a Related Plan (if entitled to a Pro Rata Pension);

Credited Service for determining eligibility for this 80-and-out unreduced benefit before age 65 shall include "Related Credit" or "Pension Credits" in a pension plan designated prior to the Effective Time as a "Related Plan" by the OWCEPP Board of Trustees, but only if the total amount of that Related Credit needed for the Participant's age and service to total at least 80 is less than the Participant's Credited Service under this Plan that counts for that Rule of 80 eligibility.

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(ii) The Participant has at least ten years of Credited Service under the Plan, excluding any Credited Service that has been permanently forfeited because of a Break in Service

Notwithstanding the foregoing, if the Participant is at least age 50 with 25 or more years of Credited Service in the OWCEPP on July 1, 2017, the Sustainable Income Benefit shall be payable under this section 5.b. even if the Participant is younger than age 55.

c. OWCEPP Service Recognized. For purposes of this Subsection 5, Credited Service, Credited Future Service, Continuous Non-Covered Employment recognized by OWCEPP shall be taken into account in determining eligibility for, and any reductions or subsidies applicable to, early retirement benefits.

6. No Retroactive Annuity Starting Date

There shall be no retroactive Annuity Starting Date permitted for a Sustainable Income Benefit.

7. Sustainable Income Benefit

A Participant's Sustainable Income Benefit shall be his or her SIB Accruals multiplied by the Unit Value.

a. SIB Accrual. The "SIB Accrual" shall be the Sustainable Income Benefit units earned by a Participant in a plan year, which is determined by multiplying his or her Accruing Contributions in that plan year by the Benefit Accrual Rate and dividing the product by the Unit Value.

b. Unit Value. The "Unit Value" shall be \$9.98532 from July 1, 2021, through October 31, 2021. On November 1, 2021, and each November 1 thereafter, the Unit Value shall be adjusted by a factor of $(1 + \text{Annual Investment Return}) / (1 + \text{Hurdle Rate})$ but shall not be increased by more than six percent. For benefits in pay status as of a November 1, the annual adjustment shall be effective on November 1, with no retroactivity to the first day of the then- current plan year. For benefits not in pay status as of November 1, the annual adjustment shall be retroactive to the first day of that plan year. The Unit Value continues to be subject to the annual adjustment when the Sustainable Income Benefit is or may be payable to a Participant's surviving spouse, alternate payee, or other beneficiary.

c. Annual Investment Return. The "Annual Investment Return" shall be the change, quantified as a percentage, in the unaudited market value of the Plan's assets (i) used for the annual Pension Protection Act certification, (ii) as of the first day of the plan year that ended immediately preceding, and the first day of the plan year that includes, the November 1 Unit Value adjustment date ("measurement period"), and (iii) assuming the contributions made and the benefits and non-investment expenses paid during the measurement period were made and paid, respectively, at the mid-point of that period. For purposes of this Section 7.c., the plan year shall be the 12 month period starting July 1 and ending June 30.

d. Hurdle Rate. The "Hurdle Rate" shall be four percent (4.0%).

8. Shore Up Amounts

For a Sustainable Income Benefit that is payable on or after July 1, 2021, through October 31, 2021, the Unit Value will be treated as if it equals \$10.22019 (instead of the actual Unit Value of \$9.98532).

III. Payment Forms

1. Normal, Early or Delayed Retirement Dates

a. Single Life Annuity. If a Participant is not married at the Participant's Annuity Starting Date, the Participant's automatic form of retirement benefit is a single life annuity. Under this payment form, the Participant receives monthly payments for his or her life in the amount calculated under this Appendix B (adjusted as provided for delayed retirement or early retirement). The single life annuity payment form is also available to a married Participant who elects out of the joint and survivor annuity payment form with his or her spouse's consent, as described in Article 6.8 of the Plan.

b. 50, 75, or 100 Percent Spouse Joint and Survivor Annuity. Except as provided in Article 6.8.2, if a Participant is married at his or her Annuity Starting Date, the monthly retirement benefit shall be a reduced amount calculated under Section III.2 below, payable as a 50 percent (or 75 percent or 100 percent, if elected by the Participant) joint and survivor annuity benefit with the Participant's spouse as the joint annuitant. This benefit shall be payable to the retired Participant as a reduced monthly retirement benefit for his or her lifetime, in the amount determined under Section III.2. Following the death of the retired Participant, a monthly retirement benefit shall be payable for life to the spouse of the retired Participant in an amount equal to 50 percent (or 75 percent or 100 percent, if elected by the Participant) of the amount payable to the retired Participant during his or her lifetime.

The election of the form of a retirement benefit or a revocation of a prior election shall be made in such form as the Board may direct. The form of benefit shall not be changed once the Participant has an Annuity Starting Date, except as provided in (2) below.

- (i) Death of Participant. If the Participant dies after the Annuity Starting Date, the surviving spouse shall receive the reduced survivor benefit under the 50 percent (or 75 percent or 100 percent, if elected by the Participant) joint and survivor annuity even if the Participant never received a benefit payment. If a married Participant dies before having an Annuity Starting Date, the Participant's surviving spouse shall be entitled to receive the preretirement survivor annuity if the requirements for that benefit are met.

- (ii) **Death of Spouse.** If the spouse dies on or after the Participant's Annuity Starting Date, the Participant's monthly benefit shall be increased to the monthly amount payable under the single life annuity payment form, beginning with the payment for the first full calendar month after the spouse's death. If the Participant remarries after the Annuity Starting Date, no joint and survivor annuity shall be payable to the new spouse. If the Participant's spouse dies before the Participant's Annuity Starting Date, the Participant, if still unmarried on his or her Annuity Starting Date, will receive the full monthly retirement benefit calculated under this Appendix D, adjusted for early or delayed retirement.

2. Amount of Participant's Monthly Benefit. The monthly amount payable to a retired Participant under the spouse joint and survivor annuity benefit shall be the Actuarially Equivalent monthly amount that would have been payable in the form of a single life annuity under Section III.1(a). If the monthly benefit payable under this Plan is not a multiple of \$.50, the monthly amount shall be rounded up to the next multiple of \$.50.

10. Definitions

Solely for purposes of this Appendix B, the following definitions apply:

Actuarially Equivalent or Actuarial Equivalence: Unless otherwise specified, Actuarial Equivalency shall be determined using the following interest rate and mortality assumptions:

Interest Rate. The interest rate assumption shall be 4 percent.

Mortality.

(a) If the Participant is not Disabled, the applicable mortality table under Code Section 417(e) shall be used.

(b) If the Participant is Disabled, the RP-2014 Disabled Retiree Mortality Table shall be used for a Participant's benefit and the RP-2014 Blue Collar Female Annuitant Mortality Table shall be used for the benefit of a Participant's spouse or former spouse

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APPENDIX C

SIB UNIT VALUE

Effective January 1,	SIB Unit Value
2017	\$10.00
2018	\$10.1087
2019	\$10.7152
2020	\$10.0702
2021	\$10.6744
2022	\$10.1910
2023	\$10.8025

LEGACY OWCEPP SIB UNIT VALUE

Effective November 1, *	OWCEPP SIB Unit Value
2022	\$9.53210

* Retroactive to July 1 for those not in pay status

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APPENDIX D

OREGON-WASHINGTON CARPENTERS-EMPLOYERS PENSION PLAN