

**FOURTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
ANNUITY FUND**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of the Iron Workers District Council of Southern Ohio & Vicinity Annuity Fund (“Fund”) and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees desire to amend the Plan in order to ensure compliance with the final rule amending the Department of Labor’s current disability claims procedure requirements for ERISA plans, which amends the current claims procedure regulation at 29 CFR Section 2560.503–1, and which will take effect for disability claims filed on or after April 1, 2018.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) shall be amended effective on and after April 1, 2018, as follows:

Section 7.01 entitled, **Claims Review Procedure**, shall be deleted in its entirety and replaced with the following:

**ARTICLE VII  
APPEAL PROCEDURE**

**Section 7.01 - Claims Review Procedure.**

- (a) **Initial Benefit Claim.** Any claim by an Employee, Participant, Pensioner, Beneficiary, Contingent Annuitant, or the authorized representative of any of the foregoing (all of whom are hereafter collectively referred to in this Section 7.01 as “Claimant”) for a Plan benefit shall be in writing and delivered to the Trustees.

If the Trustees denies the claim in whole or in part, it shall furnish written notice of such decision to Claimant not later than 90 days from the time the claim is received; provided, however, if special circumstances warrant, the Plan Administrator may extend the time for processing the claim by so notifying Claimant in writing within said 90 days, specifying the special circumstances requiring the extension of time and the date by which a final decision is expected. In no event may the extension period exceed 90 days from the end of the initial 90-day period.

Notwithstanding the immediately preceding paragraph, in the case of a claim for benefits due to being totally and permanently disabled (as defined under Section 5.02(c)), the claim shall be reviewed by a committee designated by the Trustees. If the claim for benefits is denied by this committee it shall furnish written notice of its adverse determination within 45 days from the date the claim is received. This period may be extended by the committee for up to 30 days, provided the committee both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the committee expects to render a decision. If, prior to the end of the first 30-day extension period, the committee determines that due to matters beyond its control a decision cannot be rendered within the extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the committee notifies the Claimant prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the committee expects to render a decision.

Any denial by the Trustees or the committee designated by the Trustees in the case of a disability determination shall set forth, in a manner calculated to be understood by the claimant:

- (i) The specific reason or reasons for the adverse benefit determination;
- (ii) Reference to the specific Plan provisions on which the determination is based;
- (iii) A description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such material or information is necessary; and
- (iv) A description of the Plan's review procedures and time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA after he has exhausted the Plan's review procedure

**Disability Claims. Claim denial notices will contain the following additional information:**

- (i) An explanation as to why the Plan disagreed with the views of (i) health care or vocational professionals who evaluated the Claimant or advised the Plan, or (ii) a disability determination of the Social Security Administration.
- (ii) If a denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge upon request.

- (iii) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in denying the claim or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist or were not used.
- (iv) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- (v) If the denial is a final internal denial, a statement of the Claimant's right to bring an action under Section 502(a) of ERISA, including a description of any applicable contractual limitations period that applies to the Claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.
- (vi) Denial notices will be provided in a culturally and linguistically appropriate manner.

**Disability Claims. Other considerations:**

- (i) A retroactive cancellation of disability coverage will be treated as a claim denial unless it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage.
- (ii) Disability claims and appeals will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision.

If no notice of denial is furnished to Claimant within the time periods set forth above, as may be extended as provided above, the claim shall be deemed denied and the Claimant may proceed to the review procedure.

- (b) Full and Fair Review. The Claimant shall have the right to seek a full and fair review of any denied claim before the Trustees. In order to afford a full and fair review, the Trustees shall provide the Claimant with the following:
  - (i) A period of 60 days after receipt of the notice of denial of the claim to make a written request to the Board of Trustees formally appealing the claim, or if no written denial of the claim was provided, a period of 60 days after the deemed denial of the claim. Notwithstanding the previous sentence, when the Claimant is seeking a benefit under the Plan based upon being totally and permanently disabled, the period for filing an appeal shall be a period of 180 days after receipt of the notice of denial of the claim or a deemed denial of the claim;

- (ii) An opportunity on appeal to submit written comments, documents, records and other information relating to the claim;
  - (iii) A statement that the Claimant is entitled, upon request and free of charge, access to, and copies of, all documents, records and other information relevant to the claim for benefits;
  - (iv) A review that takes into account all comments, documents, records, and other information as submitted by the Claimant, without regard to whether such information was submitted or considered in the initial review; and
  - (v) In the case of a disability determination, a full and fair review must also provide for the following:
    - (1) A review that does not afford deference to the initial denial decision rendered by the committee;
    - (2) A review that shall consist of consultation with a health care professional who has appropriate training and experience in the field of medicine involved with the disability determination;
    - (3) The identification of the medical and/or vocational experts whose advice was obtained on behalf of the Board of Trustees in connection with the denial decision, without regard to whether the advice was relied upon in making the denial decision; and
    - (4) A review that does not consult with the same health care professional as consulted by the committee at the initial claims review level, nor the subordinate of any such individual.
- (c) Appeal Procedures. The written decision of the Trustees on appeal will normally be made at the next regular meeting of the Trustees held after the date the Claimant's appeal request is received, unless, the request is filed within 30 days preceding the meeting. In that case, the appeal decision may be made at the second meeting following the Trustees' receipt of the Claimant's request. If special circumstances exist that require a further extension (such as the need to hold a hearing), the Trustees can make its decision by the third meeting. The Claimant would receive a notice in that event such an extension is needed. The Claimant will be notified of that Trustees' decision regarding the appeal as soon as possible after the meeting in which the appeal is decided and, in not event, any later than 5 days after such meeting. If the Trustees deny the appeal, the reasons for the denial on review shall be specifically set forth in the written notice provided by the Trustees and shall include the following:
- (i) The specific reason or reasons for the denial decision;
  - (ii) The specific plan provision(s), if any, upon which the denial decision was based;

- (iii) A statement informing the Claimant that upon request and free of charge, the Claimant is entitled access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
- (iv) A statement describing the Claimant's right to bring a legal action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

**Disability Claims. Notices on appeal will contain the following additional information:**

- (i) An explanation as to why the Plan disagreed with the views of (i) health care or vocational professionals who evaluated the Claimant or advised the Plan, or (ii) a disability determination of the Social Security Administration.
- (ii) If a denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination or a statement that such explanation will be provided free of charge upon request.
- (iii) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in denying the claim or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist or were not used.
- (iv) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.
- (v) If the denial is a final internal denial, a statement of the Claimant's right to bring an action under Section 502(a) of ERISA, including a description of any applicable contractual limitations period that applies to the Claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.
- (vi) Denial notices will be provided in a culturally and linguistically appropriate manner.

**Disability Claims on Appeal.**

- (i) Before the Plan will deny an appeal, the Plan will provide the Claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination in connection with the claim. The Claimant will then be given a reasonable opportunity to respond prior to the decision on appeal.
- (ii) Before the Plan will deny an appeal based on a new or additional rationale, the Plan

will provide the Claimant, free of charge, with the rationale. The Claimant will then be given a reasonable opportunity to respond prior to the decision on appeal.

- (d) Section 503 of ERISA. The claims review provisions of the Plan are intended to comply with the applicable requirements of Section 503 of ERISA and U.S. Department of Labor Regulation Section 2560.503-1, and shall be construed in a manner consistent therewith. The Claimant may not pursue any legal remedies with respect to denial of the benefit claim, including filing suit under Section 502(a) of ERISA, unless and until the claim review procedures set forth under this Section 7.01 of Plan have been exhausted.
  - (e) Decision on Appeal To Be Final. The decision by the Board of Trustees on appeals shall be final, binding and conclusive and will be afforded the maximum deference permitted by law unless found by a court of competent jurisdiction to be arbitrary and capricious. **The mandatory levels of appeal must be exhausted before any legal action is brought. Any legal action must be commenced within one (1) calendar year after these claims' review procedures have been exhausted.**
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**FIFTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
ANNUITY TRUST**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of Iron Workers District Council of Southern Ohio & Vicinity Annuity Fund and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees desire to amend the Plan consistent with the Agreement and Declaration of Trust, as amended and restated February 7, 2018, whereby any legal action involving the Plan must be filed exclusively in the United States District Court for the Southern District of Ohio at Dayton, Ohio.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) shall be amended effective on and after February 7, 2018, as follows:

Section 7.01 entitled, **Claims Review Procedure**, shall be amended to add the following new subsection (f):

***Section 7.01 – Claims Review Procedure.***

- (f) **Restriction on Venue.** An Employee, Participant, Pensioner, Beneficiary, Dependent, Surviving Spouse, or any other individual or entity asserting any right under this Plan, or hereby bound directly or indirectly or with rights or obligations hereunder, shall only bring an action in connection with the Plan exclusively in the United States District Court for the Southern District of Ohio at Dayton, Ohio.

This Plan shall be construed under and in accordance with the law and the laws of the United States of America. In the event there is a matter involving state law which is not preempted by federal law, Ohio law shall be the controlling state law.

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**SIXTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
ANNUITY TRUST**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of Iron Workers District Council of Southern Ohio & Vicinity Annuity Fund and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees desire to amend the Plan to allow for an installment payment option without requiring a minimum of 12 monthly increments or 240 maximum monthly increments; and

WHEREAS, the Trustees desire to confirm the engagement of Milliman, Inc. as the Plan’s new record-keeper, as well as the change to a new Qualified Default Investment Alternative, and flat monthly Participant Account fee.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) shall be amended as set forth below.

Effective for Participants eligible for distribution on and after January 6, 2020, **Article V, Benefits and Eligibility**, Sections 5.05 and 5.11, shall be amended as follows:

**Section 5.05 - Benefit for an Unmarried Participant at Retirement or Separation from Covered Employment or Upon Becoming Disabled**

- (a) Effective February 1, 1987, if a Participant does not have a Spouse on the scheduled distribution date of his Individual Account and the value of such Individual Account is more than \$5,000 (\$1,000 as of March 28, 2005), the distribution shall be paid as a single-life annuity unless the Participant consents in writing to payment in an optional form under Section 5.11. Before February 1, 1987, benefits are required to be paid as outlined in Section 5.11.
- (b) The single-life annuity shall be an annuity paying level monthly payments, commencing within 90 days after the scheduled date of distribution and continuing for the Participant’s lifetime, which is the Actuarial Equivalent of the Participant’s Individual Account as of the scheduled date of distribution. For this purpose, “Actuarial Equivalent” shall be determined in accordance with Section 5.7, and the annuity shall be provided through the purchase of an insurance contract as described in Section 5.10.



A Participant shall be informed by the Trustees of the estimated effect of payment in the form of a single-life annuity. Acceptance of payment in either a: (1) lump-sum; (2) equal monthly installments until his Individual Account is exhausted; or (3) a reasonable combination of (1) and (2); shall constitute consent to such other form of payment, if the Participant is informed of the opportunity to receive the single-life annuity instead.

### **Section 5.11 - Optional Forms of Payment**

A Participant who has filed a valid waiver of the Husband-and-Wife Annuity or the Single-Life Annuity or a surviving Spouse who waives the Preretirement Surviving Spouse Annuity shall have the option to request the Trustees to pay his Individual Account in one of the following forms:

- (a) A lump-sum payment.
- (b) Equal monthly installments until the Participant's Individual Account is exhausted; provided, however, that any installment election shall be subject to the required minimum distributions rules set forth under Code Section 401(a)(9) and the corresponding Treasury Regulations; or
- (c) A reasonable combination of (a) and (b).

In the event that the Annuitant dies before the exhaustion of his Individual Account, the remainder of 120 monthly payments shall be payable to his designated Beneficiary or otherwise be distributed on his behalf in accordance with the provisions of Section 6.05, until the exhaustion of his Individual Account.

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- Effective September 1, 2019, Milliman, Inc. replaced MassMutual as the Plan's record-keeper.
  - Effective January 6, 2020, the Plan's Qualified Default Investment Alternative ("QDIA") changed from the Manning-Napier Pro-Blend Conservative Fund, to the Vanguard LifeStrategy Income Inv (VASIX).
  - Effective January 6, 2020, the Plan began to charge a monthly per-Participant account fee to defray administrative and related costs of the Plan. The initial fee is a flat \$10 fee per Participant Account, per month, but this fee may change at any time at the sole and exclusive discretion of the Trustees.
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**SEVENTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
ANNUITY TRUST**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of Iron Workers District Council of Southern Ohio & Vicinity Annuity Fund and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees seek to adopt this amendment to comply with the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”).

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) shall be amended as set forth below.

**ARTICLE I  
DEFINITIONS**

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**Section 1.22 - Required Beginning Date**

- (a) For Participants who reach age 70½ after December 31, 2019, consistent with the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE ACT”), the “Required Beginning Date” is April 1 of the calendar year following the latter of (1) the calendar year in which the participant reaches age 72; or (2) the calendar year in which the Participant retires.
- (b) For Participants who reached age 70½ on or before December 31, 2019:
  - (i) Beginning April 1, 1988, a Participant’s “Required Beginning Date” is April 1 of the calendar year following the calendar year in which the Participant reaches age 70½; provided, however, that for a Participant who reaches age 70½ before 1988, other than a 5% owner, the Required Beginning Date is April 1 of the calendar year in which the Participant ceases Work in Covered Employment, if that is later. Notwithstanding any other provision of the Plan, benefits shall be distributed in compliance with the limits of Code Section 401(a)(9) and the regulations thereunder, including the minimum distribution incidental benefit required of §1.40(a)(9)-2 of the Proposed Treasury Regulations.

- (ii) Effective January 1, 1997, the Required Beginning Date for a Participant, other than a 5% owner, shall be the April 1st of the calendar year following the calendar year in which the Participant reaches age 70½; provided, however, that the Participant has not elected to defer commencement of benefits until such time as he ceases to work in covered employment and retires.
- (iii) Effective January 1, 2003, the Required Beginning Date for a Participant shall be April 1st of the calendar year following the later of:
  1. the calendar year in which the Participant attains age 70½; or
  2. except in the case of a 5-percent owner (as defined in Code Section 416(i)), the calendar year in which the Participant retires.

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## ARTICLE V BENEFITS AND ELIGIBILITY

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### **Section 5.04 - Preretirement Surviving Spouse Benefit**

- (a) Effective August 22, 1984, if a Participant who has a qualified Spouse as defined in Subsection 5.3(b) dies before distribution of his Individual Account has begun, a Preretirement Surviving Spouse Benefit shall be paid to his surviving Spouse unless the Participant's Spouse waived this benefit in accordance with Section 5.8, and instead elects one of the optional forms of payment in accordance with Section 5.11.
- (b) The Preretirement Surviving Spouse Benefit is a monthly annuity for the life of the Spouse that is the Actuarial Equivalent of the Participant's Individual Account as of the date of the Participant's death.
- (c)
  - (i) Except as provided below or in Section 5.9, the Preretirement Surviving Spouse Benefit shall be payable as described in Subsection (b), above, starting as of the first day of a month that is no later than 90 days after the date the surviving Spouse applies for payments in the manner prescribed by the Trustees, including submission of any and all information that they require to process the claim and arrange for the commencement of payments.
  - (ii) If a Participant dies prior to Normal Retirement Age, the surviving Spouse, unless she elects to defer commencement, as provided in (iv) below, shall commence receiving the Preretirement Surviving Spouse Benefit by the first day of the month starting 90 days after the date the Participant died.

- (iii) If the Preretirement Surviving Spouse Benefit is worth more than \$5,000 and will be paid as a life annuity, the surviving Spouse may elect to defer commencement of the payments until the month the Participant would have reached Normal Retirement Age under the Plan.
- (iv) A Spouse who requests that payment begin within one year after the Participant's death may elect to receive the Preretirement Surviving Spouse Benefit in any manner described in Section 5.11, instead of a lifetime annuity.
- (v) The Spouse may elect in writing, filed with the Trustees, and on whatever form the Trustees may prescribe, to defer commencement of the Preretirement Surviving Spouse Benefit until a specified date that is no later than the first of the month following the date the Participant would have reached Normal Retirement Age. The benefit amount will be determined as if the Participant survived to the date the Surviving Spouse elected to begin receiving that benefit, retired at that age with an immediate 50% Husband-and-Wife Annuity and died the next day.
- (vi) If the deceased Participant's Surviving Spouse dies before the date the surviving Spouse elected to begin receiving the benefit, the Preretirement Surviving Spouse Benefit shall be forfeited and there shall be no payments to any other Beneficiary.
- (vii) If for any reasons payments have not already commenced as prescribed in this Subsection, payment of the Preretirement Surviving Spouse Benefit shall commence by no later than December 31 of the calendar year in which the Participant would have attained age 70-1/2 (the SECURE Act changes this to age 72 if the Participant would have attained age 70 ½ after December 31, 2019) or, if later, December 31 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a Surviving Spouse who has not applied for benefits by that time, payments to that Surviving Spouse in the form of a single life annuity will begin as of that date, subject to the provisions of small benefit cashout pursuant to Subsection (iii) above.

(d) The amount of the Preretirement Surviving Spouse Benefit shall be determined under the terms of the Plan in effect when the Participant last worked in Covered Employment, unless otherwise expressly specified.

(e) Effective January 1, 2007, in the case of a Participant on a leave of absence to perform qualified military service with reemployment rights described in Code Section 414(u) (and any related legislation or guidance issued thereunder) and who dies while performing such qualified military service, shall be treated as if he had been employed by an Employer on his date of death and his survivors shall be entitled to any such additional benefits to which a Participant's survivors would otherwise have become entitled if he had return to employment and died the next day (which shall exclude any contributions relating to the period of such military service).

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**ARTICLE VIII**  
**MINIMUM DISTRIBUTION REQUIREMENTS**

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**Section 8.02 – Time and Manner of Distribution.**

- (a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
  - (i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½ (the SECURE Act changes this to age 72 if the Participant would have attained age 70 ½ after December 31, 2019), if later.
  - (ii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
  - (iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
  - (iv) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 8.02(b), other than Section 8.02(b)(i), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 8.02(b) and Section 8.04, unless Section 8.02(b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.02(b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under Section 8.02(b)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving Spouse under Section 8.02(b)(i)), the date distributions are considered to begin is the date distributions actually commence.

- (c) Forms of Distribution. Unless the Participant's interest is distributed in the form of an

annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 8.03 and 8.04 of this Article VIII. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury Regulations.

- (d) Special Rule for 2009 Required Minimum Distributions. Notwithstanding the provisions set forth under Article VIII, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 Required Minimum Distributions"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 Required Minimum Distributions or (2) one or more payments in a series of substantially equal distributions (that include the 2009 Required Minimum Distributions) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's designated Beneficiary, will receive those distributions for 2009 unless the Participant or Beneficiary chooses not to receive such distributions.

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#### **Section 8.04 - Required Minimum Distributions After Participant's Death.**

(a) Death On or After Date Distributions Begin.

- (i) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
1. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
  2. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

3. If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (b) Death Before Date Distributions Begin.
    - (i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.04(a). Consistent with the SECURE Act, if the Participant dies after December 31, 2021, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the tenth anniversary of the Participant's death, unless the Designated Beneficiary is: (1) the Participant's surviving spouse; (2) the Participant's child who has not reached majority (however, distribution must be completed within ten (10) years after the Participant's child reaches the age of majority; (3) disabled); (4) chronically ill; or (5) not more than ten (10) years younger than the Participant.
    - (ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
    - (iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under section 8.02(b)(i), this section 8.04(b) will apply as if the surviving Spouse were the Participant.
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**EIGHTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
ANNUITY TRUST**

**(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of Iron Workers District Council of Southern Ohio & Vicinity Annuity Fund and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, the Trustees seek to adopt this amendment pursuant to the relief afforded by the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), to:

- (1) Waive for calendar year 2020 the required minimum distributions (“RMDs”) payable to those Participants who have reached their required beginning date (“RBD”); and
- (2) Allow those Participants who have Plan loans to suspend payments that are due between March 27, 2020 and December 31, 2020 due to a COVID-19 qualified reason.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and Summary Plan Description) shall be amended effective for calendar year 2020 only, as follows:

Section 8.02 – Time and Manner of Distribution, shall be amended to add the following new subsection (e) to the end:

(e) Notwithstanding any other provisions of this Plan, Required Minimum Distributions for calendar year 2020 (“2020 RMDs”) are waived for those Participants who have reached their required beginning date (“RBD”), consistent with the relief provided pursuant to the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), unless the Participant affirmatively elects to receive his 2020 RMDs.

Section 5.13 – Loans, shall be amended to add the following new subsection (g) to the end:

(g) Notwithstanding any other provisions of this Plan, Participants with loans may suspend payments that are due between March 27, 2020 and December 31, 2020. In general, repayments will be delayed for twelve (12) months from the due date. In order to qualify for this suspension, the Participant must be a person diagnosed with COVID-19, or have a spouse or child who was diagnosed, must be experiencing adverse financial consequences



as a result of being quarantined, furloughed, laid off, having work hours reduced, or unable to work due to lack of child care or school/daycare closures related to the coronavirus pandemic. When payments resume, the loan will be re-amortized to reflect the interest that accrued during the suspension period. The Participant must complete the Plan form in order to apply for this delay in repayment, and certify that he or she qualifies based on satisfying the COVID-19 reasons.

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**NINTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
ANNUITY FUND  
(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of the Iron Workers District Council of Southern Ohio & Vicinity Annuity Fund (“Fund”) and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees.

WHEREAS, this Amendment is intended to memorialize the Trustees’ intention to recoup the cost of retrieving Participant balance information applicable to dates prior to January 1, 2020, in association with the review and administration of Qualified Domestic Relations Orders, consistent with Field Assistance Bulletin 2003-3.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and the Summary Plan Description) is amended effective for QDROs received by the Fund for processing on and after April 1, 2021 as follows:

The following paragraph shall be added to Section 6.07 of the Plan:

**Section 6.07 Non-Assignment of Benefits**

...

Additionally, effective for all proposed Qualified Domestic Relations Orders received on or after April 1, 2021, if the parties to the order require account balance information applicable to any time prior to January 1, 2020, and/or if the order assigns to the Alternate Payee an amount from the Participant’s account balance as of a date prior to January 1, 2020, the parties will be charged an additional fee of One Hundred and Sixty Dollars (\$160). This amount, which is in addition to the aforementioned \$600 processing fee, is required by the Fund in order to cover the cost of obtaining balance information applicable to any date prior to January 1, 2020 from the Fund’s former record keeper, Mass Mutual. Should Mass Mutual increase the fee charged to Fund for such service, the additional amount charged to the Participant and Alternate Payee will automatically be increased in kind.

The following sentence shall be added to the paragraph titled “Qualified Domestic Relations Order (QDRO)” on page 39 of the SPD and Section V(C) of the Fund’s QDRO procedures:

***Qualified Domestic Relations Order (QDRO)***

...

Additionally, effective for proposed QDROs received on or after April 1, 2021, parties to a proposed QDRO which requires information about a Participant’s account balance prior to January 1, 2020, shall be charged an additional fee of One Hundred and Sixty Dollars (\$160).

**TENTH AMENDMENT  
TO THE  
IRON WORKERS DISTRICT COUNCIL OF SOUTHERN OHIO & VICINITY  
ANNUITY FUND  
(As Amended and Restated Effective February 1, 2014)**

WHEREAS, the Board of Trustees (“Trustees”) of the Iron Workers District Council of Southern Ohio & Vicinity Annuity Fund (“Fund”) and its resulting Plan (“Plan”) previously adopted an Agreement and Declaration of Trust (“Trust”), as amended and restated from time to time, and currently administers and maintains the Plan for the sole and exclusive benefit of those Participants and Beneficiaries covered thereunder; and

WHEREAS, in accordance with those documents, the Plan may be amended from time to time by the Trustees; and

WHEREAS, consistent with the action taken by the Trustees at their November 9, 2021 meeting, the participant loan provisions of the Plan are being changed for all new loans on and after February 1, 2022 whereby general purpose loans with a minimal value of \$5,000 will be allowed subject to all terms and conditions required under the Plan and applicable law.

NOW THEREFORE, BE IT RESOLVED BY THE TRUSTEES, that the Plan (and the Summary Plan Description) is amended effective for new participant loan applications filed with the Fund on and after February 1, 2022, as follows:

**Section 5.13 - Loans**

- (a) Effective February 1, 2022, a Participant who has had an Individual Account for three (3) years or more may apply to the Trustees for a loan of not less than Five Thousand Dollars (\$5,000) which, together with the balance of any existing loan or loans, will not exceed the lesser of \$50,000 or 50% of the amount of his Individual Account as of the last Valuation Date. In the case of multiple loans, the amount the Participant can borrow is further reduced by the highest outstanding loan amount during the 12-month period immediately preceding the current loan application.
- (b) The Trustees shall be the sole and absolute judges of the granting of loans from this Trust. Their judgment in this connection shall be final and binding on all parties.
- (c) The following rules shall apply to Plan loans permitted under this Section 5.13:

- (i) Each loan granted to a Participant shall bear at the rate designated by the Trustees from time to time within their sole and absolute discretion. As of February 1, 2022, the interest rate for a loan will be the prime rate as listed in the Wall Street Journal on the first day of the month in which the loan is requested, plus one percent (1%). The interest rate shall be fixed for the duration of the loan. Loans granted at different times may bear different interest rates.
- (ii) Repayments are required in equal monthly installments over a period of not more than five (5) years for general purpose loans. However, if the purpose of the loan is for the original purchase of the Participant's residence, the maximum period of repayment may be up to ten (10) years; provided, however, that the above repayment terms may be extended with respect to any period during which the Participant is performing Military Service (as defined in Section 1.25 of the Plan) in accordance with the provisions of Section 1.72(p)-1, Q&A-9(b) of the Treasury Regulations. Further, a Participant who is on a qualifying leave of absence (such as workers' compensation leave, or a leave granted under the Family Medical Leave Act, or is receiving weekly disability benefits under the Benefit Trust), may request, in writing, to have their loan payments suspended for up to one (1) year if the monthly wages (less applicable employment tax withholdings) they receive during this period is less than the amount of the monthly installment payments required to be made under the terms of the loan (monthly wages for purposes of this section shall not include any weekly disability benefits received by a participant under the Benefit Trust or any other type of disability payments received under workers' compensation or under a qualified retirement plan). If such request for a suspension due to a bona fide leave of absence is granted by the Trustees, the loan will be suspended to a date beginning no earlier than the first month after the date that the written request from the Participant was received by the Plan; provided, however, that the remaining loan amount (including interest that accrues during the leave of absence) must still be repaid no later than the maximum loan repayment period as set forth above. Upon the end of the leave of absence or the exhaustion of the one (1) year maximum suspension period, the loan repayment schedule will be re-amortized and the Participant will be provided with a written notification of the new repayment schedule with respect to the outstanding loan.
- (iii) Each loan shall be made against collateral consisting of the assignment of the Participant's entire right, title, and interest in and to the Trust Fund and in and to his Individual Account.
- (iv) If an installment remains unpaid at the end of the calendar quarter after the calendar quarter in which the applicable installment payment was originally due, the entire loan shall be deemed to be in default. In such event the entire unpaid balance shall become due and payable at once, without notice.
- (v) A Participant who defaults in payment of a loan shall not be eligible to apply for another loan unless the defaulted loan is first repaid with accrued interest through

an after-tax contribution made by Participant to his Individual Account under the Plan.

- (vi) A Participant is eligible to have up to three (3) separate loans outstanding at one time, however, only one (1) loan may be for the purchase of the Participant's primary residence.
  - (vii) No distribution of more than 200% of any outstanding loan balance for an Individual Account shall be made to the Participant, or his Beneficiary, unless and until all of his unpaid loans, including accrued interest thereon, have been repaid.
- (d) No loan shall be made to a Participant whose Individual Account is pledged as security for the loan, unless, within the 90-day period before the loan is made:
- (i) the Participant and the Participant's Spouse, if any, consent in writing to the use of the Individual Account balance as security for the loan, including the possibility that the Participant's Individual Account balance could be reduced if the Participant fails to meet all of his obligations with respect to the loan, and acknowledge the effect on their rights under the Plan, and that consent is witnessed by a notary public or a representative of the Plan designated for that purpose by the Trustees, or
  - (ii) the Participant consents to the use of the Individual Account balance as security and that the consent of the Spouse is not necessary because:
    - (A) the Participant is not married, or
    - (B) the Spouse cannot be located, or
    - (C) the consent of the Spouse cannot be obtained because of other extenuating circumstances, as prescribed in IRS regulations.
- (e) A consent given under subsection (d) shall be considered to be a valid consent by the Participant and his Qualified Spouse, if any, to the Trustees' subsequent enforcement of the terms of the loan and the pledge of security, even if the Participant has a new or different Qualified Spouse at that later time.
- (f) In any event, a loan shall not be made if it would be inconsistent with the terms of a Qualified Domestic Relations Order that has been delivered to the Trustees before the loan is approved.