

**CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**



**ANNUITY PLAN
SUMMARY PLAN DESCRIPTION**

Revised June 1, 2017

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FOR NORTHERN CALIFORNIA**



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Nota: Este folleto contiene un resumen en inglés de los derechos y beneficios que existen en su Plan de Annuity para Carpenters Annuity Trust Fund for Northern California. Si tiene dificultad en leer o entender la información, por favor comuníquese con el departamento de beneficios en la oficina de fondos al siguiente domicilio: 265 Hegenberger Road, Suite 100, Oakland, California, 94621-1480. La oficina esta abierta de lunes a viernes, de 8:00 a.m. – 5:00 p.m. Si prefiere, nos puede llamar al número (510) 633-0333 o línea telefónica gratuita (888) 547-2054.

**CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**

265 Hegenberger Road, Suite 100

Oakland, California 94621-1480

Telephone: (510) 633-0333

Toll Free: (888) 547-2054

www.carpenterfunds.com

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**CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**

DEAR PARTICIPANT:

We are happy to provide this booklet describing the provisions of the Defined Contribution Pension/Annuity Plan as amended through June 1, 2017. Supplementing the Carpenters Pension Plan for Northern California, the Annuity Fund provides an additional measure of financial security for you and your family upon your retirement.

The “QUESTIONS AND ANSWERS” which follow are only intended to highlight some of the features of the Annuity Plan. **In all cases, the actual text of the Annuity Plan governs every aspect of participation, eligibility, benefit payment, and, in general, any aspects of the administration of the Annuity Plan.** Accordingly, for more detailed information, please refer to the actual text of the Rules and Regulations of Annuity Plan that appears in the second half of this booklet.

Only the full Board of Trustees is authorized to interpret the Plan of benefits described in this booklet. No Employer or Union, nor any representative of any Employer or Union, is authorized to interpret the Plan – nor can such person act as an agent of the Board of Trustees. Any questions you have can be directed to the staff at the Fund Office who will present your questions to the Board.

We suggest that you share this booklet with your family, since they may have an interest in your Annuity Plan benefits. We also suggest that you keep this booklet for future reference and let your family know where it is kept. The booklet contains information concerning what may be substantial sums of money to which you and/or your Beneficiary may be entitled.

If you have any questions about the Plan or desire any additional information, please contact the Fund Office.

Sincerely,

**BOARD OF TRUSTEES
CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**

**CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**

**Annuity Plan
Summary Plan Description**

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WORDS WITH SPECIAL MEANINGS

In the following sections, there are certain words and phrases which are used frequently and which you should know. The definitions for several of the words and phrases are summarized below. For a complete definition of these terms and other terms, it is necessary to read Section 1 and other sections of the Plan's Rules and Regulations.

Accumulated Share – means the amount payable from an Individual Account upon Retirement.

Administrative Expense Charge – means the total of all non-investment expenses paid by the Fund during the quarter valued, divided by the number of Professionally Managed or Self Directed Subaccounts that have been in existence for the entire quarter valued.

Building and Construction Industry – means all building construction and all heavy, highway and engineering construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building, structure, street (including sidewalk, curb and gutter), highway, bridge, viaduct, railroad, tunnel, airport, water supply, irrigation, flood control and drainage system, sewer and sanitation project, dam, power-house, refinery, aqueduct, canal, river and harbor project, wharf, dock, breakwater, jetty, quarrying of breakwater or riprap stone, or any other operation incidental to such construction work, including renovation work, maintenance work, mill-cabinet or furniture manufacturing or repair work or installation of any modular systems or any other premanufactured materials preformed for any public or private employer.

Contribution – means the payment made or required to be made to the Fund by an Individual Employer under the provisions of a Collective Bargaining Agreement or Subscriber Agreement. Contributions shall also include Contributions owed for periods of Qualified Military Service in the armed forces of the United States consistent with and to the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

Frozen or Frozen Account – means your Account no longer participates in further Valuations because there have been no Contributions made to your Account for five years, and you and/or your Beneficiary have not been located after reasonable efforts, and you did not make the election to defer Retirement.

Individual Account – means the account established for each Employee who then becomes a Participant. The Individual Account balance that is payable to a Participant upon Retirement is referred to as the "Accumulated Share."

Professionally Managed Subaccount – means the portion of the Participant's Individual Account that is invested by an "investment manager" (within the meaning of Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended) designated by the Board.

Prohibited Employment - means employment either covered or Non-covered for wages or profit in the Building and Construction Industry that will result in the suspension of Retirement benefits. The determination as to whether or not a type of Employment is prohibited shall be at the sole discretion of the Board of Trustees, or a Committee thereof, and as described and modified from time to time in the Plan's Prohibited Employment Policy. A Participant who is engaged in Prohibited Employment is not considered to be Retired and is not entitled to payment of his Accumulated Share.

Qualified Domestic Relations Order (QDRO) – means a domestic relations order which has been determined, pursuant to procedures established by the Board, to be a Qualified Domestic Relations Order as defined in Section 206(d) of the Employee Retirement Income Security Act of 1974. A QDRO permits all or a portion of a Participant's Accumulated Share to be assigned to an Alternate Payee. In most cases, an **Alternate Payee** is the Participant's former spouse, but can also be a child or other

dependent of a Participant.

Qualified Military Service – means service in the Armed Services, including the Coast Guard, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard Duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency or any other persons covered under the applicable regulations. A Participant who satisfies certain terms and condition described in this booklet may be entitled to receive Contributions for his period of Qualified Military Service.

Quarterly Valuation – means the accounting process used to determine the value of your Individual Account in the Annuity Fund as of each Quarter end date; November 30, February 28, May 31, and August 31.

Retires, Retired or Retirement - means withdrawal from employment covered by the Plan as established in accordance with the conditions described in Section 3.2 of the Plan.

Self-Directed Subaccount – means the portion of the Participant’s Individual Account that is invested by the Participant among available investment funds, but excluding amounts in the Professionally Managed Subaccount.

Share or Shares – means one or more of the equal parts into which the Fund’s Assets are is divided. Participants are issued Shares in return for their Employer Contributions or other additions. Shares are converted back into a dollar value when benefits are distributed. Investment gains, losses, and expenses are reflected in the Share price, which is adjusted daily.

Sub-Balance – means the portion of your Account that resided in your Professionally Managed Subaccount as of the most recent Quarterly Valuation Date, less any outbound transfers for the first Sub-Balance.

Valuation – means the accounting process used to determine the value of each Individual Account in the Annuity Fund as of a specific Valuation Date. **Valuation Date** means November 30th, February 28th, May 31st and August 31st. **Daily Valuation Date** means each day on which the New York Stock Exchange is open.

IMPORTANT: Any term not defined herein shall have the meaning provided in the Rules and Regulations. For any definition that conflicts with the definitions in the Rules and Regulations, the terms of the Rules and Regulations prevail.

**CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**

SOME QUESTIONS AND ANSWERS ABOUT YOUR PLAN

1. What type of Plan is the Annuity Fund?

The Annuity Fund is a defined contribution money purchase retirement plan with benefits payable to its Participants upon Retirement based upon the balance in their Individual Accounts. Like Social Security and the Carpenters Pension Plan for Northern California, it's primary purpose is to provide Participants with a source of income at retirement. The Annuity Fund is not permitted to provide in-service distributions such as hardship withdrawals.

2. How do I know if I am a Participant in the Annuity Fund?

In general, you are a Participant in the Annuity Fund if you are working for a Contributing Employer in a job covered by a Collective Bargaining Agreement (CBA) or Subscribers Agreement, which requires the Employer to make Contributions to the Annuity Fund for hours worked by you under the terms of the CBA or Subscribers Agreement.

3. What is an Individual Account?

Your "Individual Account" holds the money that represents your Annuity Fund benefit. Your Individual Account balance or "Accumulated Share" describes how much money you would be entitled to receive from the Annuity Fund if you were entitled to a retirement distribution at a given time. Your Individual Account is set up after the end of the first full calendar month after Contributions are required to be made to the Annuity Fund on your behalf.

Your Individual Account balance or "Accumulated Share" describes how much money you would be entitled to receive from the Annuity Fund if you were entitled to a retirement distribution at a given time.

Your Individual Account is valued daily. However, you will receive quarterly statements from the Fund Office showing the actual Employer Contributions required to be paid with respect to your work during the quarter and the value of your Individual Account as of the end of the quarter.

4. What determines the amount of money in my Individual Account at the end of each quarter?

The amount of money in your Individual Account is determined by multiplying:

- The number of Shares in your Individual Account as of the most recent Daily Valuation Date, times
- The value of each Share as of the most recent Daily Valuation Date

The number of Shares in your Individual Account are increased with new Contributions and additions, and decreased by deductions and expenses. The value of each Share is the Net Asset Value per share of all Trustee Directed assets, which is updated daily based on changes (which could result in an increase or decrease) in the market value of investments.

Contributions made on your behalf are invested in accordance with policies established by the Board of Trustees of the Annuity Fund. However, you have the option to self-direct the investment of your Individual Account (see Question/Answer 7).

5. What is a Valuation? What is a Quarterly Valuation Date? What is a Partial Quarterly Valuation Date? What is a Daily Valuation Date?

A “Valuation” is the accounting process used to determine the value of each Individual Account in the Annuity Fund as of a specific Valuation Date. (Refer to Question/Answer 4 for how the value of your Individual Account is determined.)

The “Quarterly Valuation Date” is the date when the value of each Individual Account in the Annuity Fund is determined at the end of each successive three-month period. Beginning with the Fund’s September 1 Fiscal Year, a Valuation occurs at the end of every three months: each November 30th, February 28th, May 31st, and August 31st are the Fund’s Quarterly Valuation Dates.

A “Daily Valuation Date” can occur on any day that the New York Stock Exchange is open.

6. Am I allowed to make elective contributions to my Individual Account?

The only contributions permitted to be received by the Annuity Plan on your behalf are those made by your Employer under the terms of a Collective Bargaining Agreement. Unlike a 401(k) retirement plan, you may not make contributions or have your wages “reduced” to defer payment of taxes under the Annuity Plan.

Please note: Even though the Carpenters Annuity Plan is not able to accept elective contributions, you may be eligible to participate in the Northern California Carpenters 401(k) Plan which does. Participation in the 401(k) Plan is voluntary and a great way for you to contribute additional money towards your retirement. Contact the Fund Office to find out if you are eligible to participate in the Northern California Carpenters 401(k) Plan.

7. Am I allowed to direct the investments of my Individual Account?

“Qualified” Participants have the option of selecting their own investment options from a select group of mutual funds. In order to become a qualified Participant, you must watch and listen to an online special educational program to learn more about selecting your own investment options. Participants who do not select their own investment options have their Individual Account balance invested by the Fund’s Board of Trustees and their professional investment managers.

If you wish to “self-direct” the investment of your Individual Account, please contact the Fund Office for more information

The portion of the Plan allocated to the Self Directed Subaccount is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA). This means the fiduciaries of the Plan may be relieved of liability for any losses, which are the direct and necessary result of investment instructions given by you with respect to that portion of your Individual Account, which is allocated to the Self Directed Subaccount.

8. Since some Participants rely on the Fund’s professional advisors to handle the investment of their assets (“Professionally Managed Subaccount”) while others self-direct their own investments (“Self Directed Subaccount”), how does the Valuation process work?

On a Quarterly Valuation Date, a Participant’s Individual Account balance is the sum of monies in his or her “Professionally Managed Subaccount” and “Self Directed Subaccount.”

The Professionally Managed Subaccounts and Self Directed Subaccounts are valued separately for purposes of determining each Participant’s share of the Subaccount’s total investment income and adjustment for the overall market value of assets. In contrast, the non-investment expenses of the Fund are allocated among all Individual Accounts without regard as to whether the Individual Account consists of Professionally Managed Subaccounts and/or Self Directed

Subaccounts. Accounting procedures exist to track the allocation and transfer of Contributions received throughout the course of the quarter so that the allocation of the investment income and adjustments to the market value of assets can be proportionately allocated based on the balance or partial balance where the subaccount resides among the various Individual Accounts.

9. What do I do if the statement does not correctly show my hours worked for a Contributing Employer?

It is very important that you carefully check your statement for errors or omissions. If you notice a discrepancy, follow the statement instructions on “How to Report Errors.”

Your statement reflects all hours reported to the Fund Office. If you believe that there are hours that are unreported or have been reported incorrectly, you must take the following steps:

- A. See the employer(s) in question and try to resolve the difference.
- B. If needed, contact your Local Union. Your Union representative will make every effort to help correct the situation.
- C. If after taking steps A and B, the difference is not resolved, it may be necessary to submit evidence of your employment to the Fund Office by providing copies of check stubs.

You should keep complete records of your employment. Your benefits are dependent on the accuracy of work hours reported by your employer(s). **Your check stubs are the best evidence of employment history.**

Your written request for review of reported hours, along with copies of corresponding check stubs must be received within one year of the date of receipt of the Participant’s combined quarterly statement otherwise, no adjustment will be made to hours and contributions originally reported to the Fund.

10. When may I or my Beneficiaries receive the money from my Individual Account?

Generally, money purchase plan benefits can only be paid at Retirement or death. In order to comply with the law, you may only apply for and receive the money in your Individual Account under one of the following ten conditions for Retirement:

A. Retirement at Age 62

You will be considered Retired once you have attained age 62 and no Contributions have been made to your Individual Account for at least three consecutive months.

B. After You Stop Working in the Building and Construction Industry for a Specified Period of Time

You will be considered Retired if, subject to the Plan’s Prohibited Employment rules and regardless of your age,

- (1) you have worked fewer than 300 hours of Prohibited Employment in the Building and Construction Industry in each of the two 12-consecutive month periods immediately preceding retirement, and
- (2) you have no hours of work in Non-covered Employment in the 24-month period immediately preceding your Retirement.

The term “Non-covered Employment” means employment in the Building and Construction Industry in the geographical jurisdiction of the Annuity Fund for an employer that does not have a Collective Bargaining Agreement with the Union or self-employment that is not covered by a Collective Bargaining Agreement with the Union.

The term “Building and Construction Industry” is broadly defined as all building construction and all heavy, highway and engineering construction, including but not limited to construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building, structure, street (including sidewalk curb and gutter), highway, bridge, viaduct, railroad, tunnel, airport, water supply, irrigation, flood control and drainage system, sewer and sanitation project, dam, power house, refinery, aqueduct, canal, river and harbor project, wharf, deck, breakwater, jetty, quarrying of breakwater or riprap stone, or any other operation incidental to such construction work. This includes renovation work, maintenance work, mill-cabinet or furniture manufacturing or repair work or installation of any modular systems or any other premanufactured materials performed for any public or private employer.

Working in the Building and Construction Industry is not limited just to performing work of the type covered under a Collective Bargaining Agreement.

C. If You Are Totally and Permanently Disabled

You will be considered Retired if regardless of your age, you are totally and permanently disabled and entitled to a Social Security Disability Benefit. Please note that neither the Board of Trustees nor the Fund Office can review medical records to determine if you are totally and permanently disabled. The Fund must rely solely on the decision made by the Social Security Administration.

D. If You have been awarded a Pension from the Carpenters Pension Trust Fund for Northern California

You will be considered Retired if you are receiving pension payments from the Carpenters Pension Trust Fund for Northern California.

E. If You Qualify for a Hospice Program

You will be considered retired if you are eligible for a hospice program.

F. If You Enter Military Service

You can apply for the money in your Individual Account if you enlist for regular active duty in the Armed Forces of the United States.

Your enlistment for regular active duty in the Armed Forces of the United States can be voluntary or as a result of being drafted under a national conscription law, if any.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 or “USERRA,” if you serve in Qualified Military Service and are subsequently re-employed by a Contributing Employer, you may qualify for Contributions to be made to the Annuity Plan for the period of your Qualified Military Service. Refer to Question/Answer 22 or contact the Fund Office for more information.

G. When You Reach Your Required Beginning Date

You will be considered Retired on your Required Beginning Date (the April 1st following the calendar year in which you reach age 70½). At that time, the Plan rules require that you begin receiving a distribution of your Individual Account.

Important: If you do not begin receiving at least the “minimum required distribution” by the April 1st following your attainment of age 70½, you may be liable for an additional 50% excise tax on the minimum required distribution amounts that you failed to receive.

<p>If you are approaching age 70½, it is important that you contact the Fund Office for more information and to make sure that it has the information necessary to remain in contact with you to ensure the timely distribution of your Individual Account.</p>

H. If You Have a Qualified Domestic Relations Order

If you are an Alternate Payee, such as the former Spouse of a Participant, and have been awarded benefits under a Qualified Domestic Relations Order (“QDRO”), you may apply for your benefits as directed in that Qualified Domestic Relations Order – even if the Participant has not applied for benefits. Distributions for QDRO’s obtained as a result of community property segregation require evidence of your divorce. In order for a distribution to be made pursuant to child or spousal support QDRO, the Participant must be eligible for Retirement Status under the Plan.

I. Small Individual Accounts

You will be considered Retired and you will be permitted to elect to receive your Individual Account as a lump sum distribution regardless of your age if:

- Your Individual Account balance is less than \$2,000, and
- Contributions for less than 300 hours of work were made to your Individual Account during the 24-month period immediately preceding your application for benefits, and
- You had not previously received a lump sum distribution of your Individual Account.

J. Death of Participant

If you are the designated Beneficiary or the surviving Spouse of a deceased Participant, you may be eligible to receive the money in the deceased Participant’s Individual Account. For more information, refer to Question/Answer 27-29.

Again, regardless of any of the circumstances listed above, in order to avoid potential tax penalties, you must begin receiving a distribution of the money in your Individual Account no later than April 1st of the year following the calendar year you attain age 70½.

A request for Retirement must be applied for in writing on an application form which may be obtained from the Fund Office. The form should be completed, signed and sent together with any required supporting documents including but not limited to the following:

- Proper proof of age for yourself, such as a copy of a county filed birth certificate or copy of a passport
- If divorced, any court documents, such as a marital settlement agreement, regarding your former Spouse’s potential claim to a portion of your retirement benefits, and
- Any other documents specific to your retirement requested by the Fund Office

11. What is the exact amount of money I will get when I Retire and terminate my Individual Account?

Because of unknown changes in your future work history, changes in future Contributions and the fluctuations in the investment markets, the exact amount you will receive when payments from your Individual Account begin cannot be determined until you Retire. When your Retirement payments begin, the exact amount in your Individual Account will be:

- The number of Shares in your Individual Account as of the most recent Daily Valuation Date times
- The value of each Share as of the most recent Daily Valuation Date.

Prior to your application for payment of your Individual Account, you will receive quarterly statements that show any changes in your Individual Account in terms of Contributions,

investment earnings as of the most recent quarterly Valuation Date and expenses. However, upon termination your account value will be determined by multiplying the exact number of Shares in your Individual Account by the value of each Share as of the most recent Daily Valuation Date.

12. How will my Individual Account balance be paid out?

Upon Retirement, if you are married, you will automatically receive your Individual Account balance in the form of a Joint and 50% Survivor Annuity. However, you may with your Spouse's written agreement, elect any other form of payment permitted under the Plan. If the value of your Accumulated Share is less than \$5,000, your payment will be made in a lump sum.

Upon Retirement, if you are not married, your benefit will be paid in the form of a single life annuity, unless you elect to receive your Accumulated Share in any payment form offered by the Annuity Plan. If the value of your Accumulated Share is less than \$5,000, your payment will be made in a lump sum.

When you apply for the money in your Individual Account, the Fund Office will provide you with a number of documents intended to provide you with information so that you and your Spouse (if you are married) can make informed decisions as to what payment form you want.

Within a period of no more than 180 days and no fewer than 30 days before the distribution of your Accumulated Share, the Plan shall provide you and your Spouse a written explanation of:

- (a) the terms and conditions of the Joint and 50% Survivor Annuity and the Joint and 75% Qualified Optional Survivor Annuity. Refer to Questions/Answers 14 - 16 for more information;
- (b) you and your Spouse's right to make and the effect of an election to waive the Joint and 50% Survivor Annuity;
- (c) you and your Spouse's right to consent to any election to waive the Joint and 50% Survivor Annuity;
- (d) you and your Spouse's right to revoke such election during the 180-day election period before the distribution of your Accumulated Share. You may revoke your election any number of times within the 180 days prior to distribution. However, once your Individual Account has been paid, your elected option cannot be changed.
- (e) the relative values of the various optional forms of benefit under this Plan; and
- (f) the right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of the investment options available under the Plan (including fees) if the commencement of distribution is deferred. Please refer to Question/Answer 19 for more information.

13. What if I am overpaid or otherwise paid benefits to which I am not entitled?

The Board of Trustees may off set, recoup and recover the amount of any overpayments and excess credit made by mistake or any other circumstance to Participants, surviving Spouses, Beneficiaries or any other parties including collection against your account balance, future accruals or benefits already paid.

14. How are payment forms that guarantee payment for my lifetime, such as the Life Annuity or one of the Joint and Survivor Annuities, handled?

These payment forms are handled through the purchase of an annuity contract from an insurance company. To do this, the Annuity Fund transfers your Individual Account balance to an

insurance company. The insurance company calculates how much it will pay you each month based on the amount you have in your Individual Account and on the following:

- The insurance company uses its own mortality tables to estimate how long someone of your age would be expected to live in the case of a Life Annuity. In the case of one of the Joint and Survivor Annuities, it must also estimate the possibility of you being outlived by your Spouse, what percentage of your monthly benefit he or she will receive after your death and how much longer he or she might be expected to outlive you. This information is used to estimate the number of payments that it would expect to pay to you and your Spouse (if applicable).
- In addition to estimating the number of payments, the insurance company must estimate the interest or investment income that it will receive on your Individual Account balance. As payments are being made, the remainder of your balance continues to be invested by the insurance company.
- Finally, the insurance company must calculate its administrative expenses for handling the ongoing payments.

By using an insurance company, the Fund is able to provide you and your Spouse (if applicable) with lifetime benefits – even if you outlive the amount of money that was in your Individual Account at the time of your Retirement. The insurance company – and not you or the Annuity Fund – calculates and assumes the risk for this. Of course, if you and your Spouse do not outlive the amount of money in your Individual Account, the insurance company keeps the remainder and uses it to help continue to pay out benefits to others who have purchased annuities.

If you are thinking about taking a Life Annuity or one of the Joint and Survivor Annuity payment forms, the Fund Office will obtain an estimate of the amounts payable each month under these payment forms for you to consider.

15. How does the Joint and 50% Survivor Annuity work?

The Joint and 50% Survivor Annuity is one of the payment forms in which your Individual Account balance is paid to an insurance company which then pays a constant monthly benefit to you. The payments continue for your lifetime – even if the total amount paid is greater than the total that was in your Individual Account balance at your Retirement. (Payments may be subject to federal and/ or state tax withholdings)

The Joint and 50% Survivor Annuity is the automatic form of payment if you are married, unless both you and your spouse reject it in favor of another form of payment.

If the Spouse to whom you were married when your payments began survives you, 50% of the monthly amount you were receiving will continue to this Spouse for the remainder of the Spouse’s lifetime. Once the money in your Individual Account has been paid to purchase the Joint and 50% Survivor Annuity from the insurance company, the election of this option cannot be changed even if your Spouse dies before you or you become divorced. Your Spouse’s consent is not required if you elect the Qualified Joint and 50% Survivor Annuity.

16. How does the Joint and 75% Qualified Optional Survivor Annuity and the Joint and 100% Survivor Annuity work?

The Joint and 75% Qualified Optional Survivor Annuity payment form operates in the same way as the Joint and 50% Survivor Annuity, except that the amount payable to you while you are alive is actuarially reduced further because 75% of the monthly amount you were receiving will continue to your surviving Spouse (if any) for that Spouse’s lifetime. The Joint and 100% Survivor Annuity operates in the same way as the Joint and 50% or 75% Survivor Annuities, except that 100% of the monthly amount you were receiving will continue to your surviving

Spouse (if any) for that Spouse's lifetime. (Payments may be subject to federal and/ or state tax withholdings)

Your Spouse's consent is not required if you elect either the Joint and 75% or 100% Survivor Annuity payment forms instead of the Qualified Joint and 50% Survivor Annuity. Once the money in your Individual Account has been paid to purchase the Joint and 75% or 100% Survivor Annuity from the insurance company, the election of this option cannot be changed even if your Spouse dies before you or you become divorced.

17. What are some of the other Retirement payment forms available through the Plan?

Subject to the spousal consent requirements, some of the other payment forms available under the Plan include the following:

- **Lump Sum.** Your entire Individual Account balance is paid to you in a single payment. Thereafter, there are no further benefits payable from the Fund. If your Individual Account balance is \$5,000 or less, it will automatically be paid as a lump sum. (Payment is subject to federal and/ or state tax withholdings)
- **Installment Payments – Fixed Benefit.** You elect an initial payment amount to be paid to you and specify the monthly or annual amount that you then want paid to you until your Individual Account balance is exhausted. (Payments are subject to federal and/ or state tax withholdings)
- **Installment Payments – Fixed Period of Time.** You elect an initial payment amount to be paid to you and specify the time period (in years) over which you want the remainder of your Individual Account balance to be paid to you in monthly installments or until your Individual Account is exhausted. (Payments are subject to federal and/ or state tax withholdings)
- **Annual Installment Payments Based on a Percentage of Account Balance.** You elect an initial payment amount to be paid to you and specify a percentage of the remaining Individual Account balance to be paid to you annually or until the Individual Account is exhausted. (Payments are subject to federal and/ or state tax withholdings)
- **Interest Income Only.** You elect an initial payment amount to be paid to you and receive the interest portion of your remaining Individual Account balance to be paid to you quarterly. Payments are subject to federal and/ or state tax withholdings)
- **Fixed Payments Over Expected Lifetime.** You receive monthly benefits based on your Individual Account balance and actuarial tables maintained at the Fund Office. The amount is estimated, so unlike a life annuity purchased from an insurance company, the amount is not guaranteed for your lifetime. Under this payment option, it is possible that you may outlive the payout of your Individual Account. (Payments are subject to federal and/ or state tax withholdings)

As you can see, there are many payment options available to you. Based your expectations of your financial needs after retirement, it is up to you to select a payment form and, if necessary, manage the timing and distribution of retirement funds over your lifetime.

There are many payment options available to you, but it's up to you to manage the timing and distribution of retirement funds over your lifetime.

NOTES:

- With the exception of the Life Annuity, Joint and 50% Survivor Annuity, 75% Qualified Optional Survivor Annuity and Joint and 100% Survivor Annuity, none of the payment forms guarantee payments for your lifetime. Should your Individual Account be exhausted during your lifetime, payments will cease. Should you die prior to your Individual Account being exhausted, the remaining balance in your Individual Account balance will be paid to your designated Beneficiary.

- Your election of a particular payment form may affect how much money must be withheld from your payment(s) for taxes and your tax liability. The Fund Office cannot advise you on these matters and you should consult with a personal tax advisor. Please refer to Questions/Answers 31 and 33 for more information.
- The payment form and amounts payable to you are subject to the minimum distribution requirements of Internal Revenue Code § 401(a)(9) and Section 9 of the Annuity Plan Rules and Regulations.

18. What are the minimum distribution requirements of Internal Revenue Code § 401(a)(9)?

Required Minimum Distributions (RMDs) are minimum amounts that a retirement plan account owner must withdraw annually starting with the year that he or she reaches 70½ years of age. Generally, a RMD is determined by the Internal Revenue Service's rules and regulations.;

In brief, the Internal Revenue Service treats qualified retirement plans, such as the Carpenters Annuity Trust Fund for Northern California, as a source of income for Participants at retirement. Therefore, it does not tax amounts in Individual Accounts before the Participant retires. However, it requires that certain minimum distribution amounts begin to be paid to Participants no later than a specified date (called the Required Beginning Date by the Fund). A Participant may be assessed a 50% excise or penalty tax on amounts not paid out on a timely basis. There are also minimum distribution and timing rules that apply to benefits paid to survivors. Therefore, while the above payment forms are available to Participants, the timing and amounts may be required to be adjusted to comply with the minimum distribution requirements.

It is because of these rules and the potential penalties for Participants, Beneficiaries, and the Plan that it is important that you keep the Fund informed of your current address. If you have not already started to receive your Individual Account, we recommend that you contact the Fund as you approach age 70½ for more information.

The minimum distribution requirements also apply to survivors receiving money from your Individual Account. It is important that your survivors contact the Fund Office as soon as possible following your death.

When you or your Beneficiary approach your Required Beginning Date, the Fund Office will attempt to contact you. If you or your Beneficiary do not apply for benefits within six months of reaching age 70½, a commercial locator service will be used to scan public records for location information. If information is retrieved, the Fund Office will make additional efforts to contact you and explain the consequences of a failure to apply for benefits, and provide instruction on how to submit a claim.

The specific rules pertaining to minimum distributions can be found in Section 9 of the Plan Rules and Regulations are contained in the back of this booklet and in the Internal Revenue Code.

19. Can I leave the money in my Individual Account after I Retire?

Yes. You may defer distribution of your Individual Account until April 1 of the calendar year following the year you attained age 70½. (Please see Question/Answer 10).

As long as your Account is not Frozen, it will continue to be credited with investment earnings/losses, adjusted for changes in the market value of the Annuity Fund's investments and charged with a per capita Administrative Expense Charge each quarter (February 28, May 31, August 31, November 30), except in circumstances described in Question/Answer 25. The Administrative Expense Charge is calculated by taking the total of all non-investment expenses over the period, and dividing by the number of Individual Accounts in existence for that quarter.

If you fail to receive a distribution by the April 1, of the calendar year following the year you attain age 70½, you may also incur tax penalties. Therefore, you should contact the Fund Office well in advance of the date in order to ensure that your Individual Account will be distributed timely.

The Board of Trustees employs professional investment managers to invest the assets in your Individual Account. You may obtain a list of these investment managers and information about their fees and historical returns by requesting this information from the Fund Office in writing. Qualified Participants also have the option of selecting their own investment options from a select group of mutual funds (Please see Question/Answer 7). To become a qualified Participant, you must watch and listen to an educational program to learn more about selecting your own investment options and the investment management fees associated with each investment option. Contact the Fund Office for more information (Toll Free: (888) 547-2054, Direct Dial: (510) 633-0333, email: benefitservices@carpenterfunds.com).

20. What happens if I Retire, withdraw the money in my Individual Account and then start working again?

If you come back to work for a Contributing Employer and your Individual Account was terminated because you received your Accumulated Share either as an annuity purchased from an insurance company or in a lump sum, a new Individual Account will be set up for you. If you are receiving installment payments from the Fund, Employer Contributions will be made to your existing Individual Account.

If your Individual Account was established on or after June 1, 2005 and you are considered to be working in "Prohibited Employment"—whether or not for a Contributing Employer—and you are receiving installment payments from the Fund, payments will be suspended while you are working.

NOTE: Your benefit payments are not subject to suspension after you attain your Required Beginning Date and you may work in any type of employment without penalty. Your "Required Beginning Date" is the April 1st following the calendar year in which you attain age 70½.

21. What is Prohibited Employment?

Prohibited Employment refers to "post-retirement" employment—whether Covered or Non-covered—for wages or profit in the Building and Construction Industry that will result in the suspension of your Retirement benefits (For a definition of "Building and Construction Industry" refer to "Words with Special Meanings" on page 1). Whether or not you are considered to be working in the Building and Construction Industry is not limited just to performing work of the type covered under a Collective Bargaining Agreement. If you are working in a supervisory position, in the office or performing **any** type of work for an employer—**contributing or not**—your payments from the Fund may be subject to suspension.

The Board of Trustees has the authority and discretion to determine whether particular employment is considered Prohibited Employment, subject to the Plan's Prohibited Employment Rules and Policies.

22. What happens if I enter military service?

If you enlist for regular active duty in the Armed Forces of the United States, you may be

considered Retired and can apply for the money in your Individual Account. Contact the Fund Office for more information.

Please note that if you serve in Qualified Military Service and are subsequently re-employed by a Contributing Employer, you may qualify for Contributions to be made to the Annuity Plan for such period(s) under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”).

“**Qualified Military Service**” means service in the Armed Services (including the Coast Guard), the Army National Guard and the Air National Guard when engaged in active duty, training for active or inactive duty, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency or any other persons covered under the applicable regulations.

In order to qualify for the Contributions, you must satisfy the following requirements:

- You must have re-employment rights under USERRA, and
- You must have been working for a Contributing Employer covered by a Collective Bargaining Agreement which required Contributions with respect to your work to be made to the Annuity Fund during the Fiscal Year (September 1st through August 31st) prior to the Fiscal Year that you entered into Qualified Military Service, and
- You can receive up to, but not more than five years, except as otherwise specified by USERRA, and
- You must have applied for re-employment within the time frame specified by USERRA, as shown in the following chart:

Length of Military Service	Re-employment Deadline
Less than 31 days	Return by the first full workday after completing your Qualified Military Service, plus reasonable time for safe transportation and an 8-hour rest period.
31 through 180 days	Within 14 days after release from active duty.
181 days or more	Within 90 days after release from active duty.

If you qualify for Contributions to be made to the Annuity Plan for the period of your Qualified Military Service, these Contributions (but not any investment returns or frozen accounts) will be based on your average hours of work during the 12-month period immediately preceding your period of Qualified Military Service or, if shorter, the period of employment immediately preceding your Qualified Military Service. The hourly rate of Contributions payable on your behalf will be equal to the average rate of Contributions for all Employees during the Fiscal Year in which your Qualified Military Service was performed.

Contact the Fund Office if you need more information regarding your re-employment rights under “USERRA”).

23. What happens if I go to work as a union carpenter outside of Northern California?

The Carpenters Annuity Trust Fund for Northern California along with other Outside Annuity Funds that have executed a Master Reciprocal Agreement that provides for the transfer of annuity contributions upon your timely election. Under the terms of this Agreement, you may designate the Carpenters Annuity Trust Fund for Northern California as your Home Annuity Fund so that your contributions will be sent from an Outside Annuity Fund that has executed a Master Reciprocal Agreement that required Annuity Contributions to the Carpenters Annuity Trust Fund for Northern California. Your request for a transfer of contributions to the Carpenters Annuity Trust Fund for Northern California must be made in writing separately to each Outside

Annuity Fund and must be made within 60 days after you begin employment in the Outside Annuity Fund's jurisdiction.

If you have designated an Outside Annuity Fund as your Home Annuity Fund, you must contact the Carpenters Annuity Trust Fund for Northern California within 60 days after beginning work in its jurisdiction in order to have contributions transferred to your Home Annuity Fund.

24. What happens if my Individual Account from another Plan was merged or rolled over into this Plan?

The Board of Trustees must approve all rollover contributions. When the rollover monies from the other Plan are received by the Fund, they are credited to your Individual Account in the same way as any other contributions. They become part of your Individual Account and participate in future Valuations as previously explained in this booklet.

The Annuity Plan will accept rollover monies under the following conditions:

- Provided such contribution is an eligible rollover distribution, as defined in Section 402(c)(4) of the Internal Revenue Code and Treasury Regulation § 1.402(c)-2, Q&A-3 and 4, and
- Provided that the rollover contribution is a direct transfer from a qualified defined contribution plan into which the Employee's Individual Employer has contributed, and
- Provided that such rollover contribution is approved by the Board of Trustees.

25. Can my Individual Account be taken away from me?

If there have been no Contributions made to your Individual Account for five years and neither you nor your Beneficiary can be located, then the amount in your Individual Account will be Frozen and your balance will be used to defray non-investment expenses of the Annuity Fund, including any Contributions owed for periods of Qualified Military Service. However, you or your Beneficiary have the right to claim your Individual Account at a later date.

When you reach an important milestone under the Plan, the Plan will make a number of attempts to locate you.

If your account is Frozen, it will not be included in further Valuations; therefore, no future earnings, losses, or expenses will be applied to your Individual Account. If you apply for your benefits at a later date, the balance of your Individual Account at the time it was Frozen will be made available to you or your Beneficiary.

A former spouse may be entitled to some or all of your Individual Account (Refer to Questions/Answers 36 and 37 for more information).

26. What happens if I Retire, elect to leave my money in my Individual Account and take payment at a later date?

If you Retire and elect to leave your money in your Individual Account and take payment at a later date, your Individual Account will remain in active status. Individual Accounts in active status will continue to be included in all Valuations, except as described in Question/Answer 25. Remember, you must receive or begin receiving distributions from your Individual Account no later than your Required Beginning Date (Refer to Question/Answer 10 and 19).

It's very important that you keep the Fund Office informed of your whereabouts. Your Individual Account will not be Frozen if you remain in contact with the Fund Office and indicate that you wish to continue to defer payment of your Individual Account.

27. What happens to my Individual Account if I die prior to Retirement?

If you die prior to Retirement and you were married throughout the one-year period ending on your death, your surviving Spouse can receive the money in your Individual Account under any of the payment forms that would otherwise be available to you.

If you are not married, or were not married throughout the one-year period ending on your death, or if your Spouse has properly consented to your choice of another Beneficiary, the Beneficiary will receive the money in your Individual Account as a lump sum. The Beneficiary may choose to roll the payment over to either an Individual Retirement Account (IRA) or an Individual Retirement Annuity specifically established for the purpose of receiving this type of payment (“inherited IRA”), or lump sum partial payment.

28. How do I designate a Beneficiary for my Individual Account?

After you become a Participant, you will receive a notice concerning the potential survivor benefit and payment forms that are available to your eligible legal Spouse if you die prior to Retirement (See Question/Answer 27). The notice will also inform you that if you are married and wish to name someone other than your legal Spouse as your Beneficiary, you may do so, but must obtain your Spouse’s written consent, witnessed by a notary public or Plan Representative. You may change your Beneficiary any number of times prior to your death. However, your Spouse’s written consent is required each time you designate a new or different Beneficiary, unless your Spouse has waived this right. In addition, your Spouse may revoke his or her consent at any time prior your death with the result being that he or she would then be entitled to the money in your Individual Account as described in Question/Answer 27.

Lack of Designated Beneficiary

In order for your Beneficiary designation to be effective, it must be received by the Plan prior to your death. If there is no valid Beneficiary designation on file or the designated Beneficiary is not alive at the time benefits are payable as a result of your death, then benefits will be paid to the following parties in the following order of priority:

- To your surviving Spouse; or if none,
- To your surviving natural or adopted children in equal shares; or if none,
- To your surviving parent or parents in equal shares; or if none,
- To your surviving brothers and sisters in equal shares; or if none,
- To your executor or administrator of your estate.

If you do not have an estate, then no payment of any kind will be made.

If you designate your Spouse as Beneficiary and you and your Spouse later divorce, the designation of your now former Spouse is automatically revoked, unless you are required by a court order to maintain your former Spouse as Beneficiary. If you wish to keep your former Spouse on as your Beneficiary, you must complete a new designation of Beneficiary form naming your former Spouse as Beneficiary.

29. What rights does my Beneficiary have?

In the event of your death, your designated Beneficiary retains the right to any benefits that he or she may be entitled. (Refer to Questions/Answers 10 and 27 for more information.)

30. Do I have to pay tax on the money in my Individual Account?

The Contributions and investment earnings credited to your Individual Account are not considered taxable income until you actually receive the money. The date you actually receive the money, your age, payment form, overall Retirement status, Disability status and related exceptions are used to determine your tax liability.

31. Are there additional tax liabilities if I Retire early and withdraw the money in my Individual Account?

Since receiving a distribution prior to age 59½ may have special tax implications, you may wish to consult with a financial or tax professional before you elect to take a distribution of your Individual Account.

In addition to any ordinary federal income tax you may owe, if you elect to receive payment of your Individual Account prior to age 59½ and you do not roll it over into an Individual Retirement Account or other eligible plan willing to accept the distribution, you may also be subject to an additional 10% tax penalty on the taxable portion of the payment.

The following distributions made prior to age 59½ are exempt from the 10% early distribution penalty:

- Payment made in the form of a life annuity (including payments as a qualified joint and survivor annuity or qualified optional survivor annuity) following separation from service;
- Payment made when you are at least age 55 and have separated from service;
- Payment made due to your death or total and permanent disability;
- Payment to an Alternate Payee as decreed by a Qualified Domestic Relations Order; or
- Other exceptions that you may wish to look into are described in Internal Revenue Code § 72(t) and you may wish to talk to your tax consultant. The Fund Office is not aware of all exceptions and will apply Form 1099 distribution codes based on known information only. In most cases, the Fund Office does not issue corrected Form 1099s, but one may be filed with the Internal Revenue Service (IRS).

You may be responsible for the 10% excise tax even if you are over age 59½. For example, if you began receiving substantially equal periodic payments and then modify the amount of those payments within a five-year period.

32. Will monies be withheld from my payment(s) for taxes?

Since you may owe taxes and/or penalties on the money you receive, when application for payment is made, the Fund Office will provide you, your Spouse or Beneficiary with a form with which to elect income tax withholding. Since each individual's financial situation is different, the Fund Office cannot advise you as to how much to withhold from your payment(s). You may wish to discuss the matter with a tax professional.

Eligible Rollover Distributions

The federal government has special withholding rules that apply to payment forms that are considered "eligible rollover distributions." Eligible rollovers include lump sum distributions and payments made over periods lasting less than 10 years.

If you choose to have an eligible rollover distribution paid directly to you, the federal government requires that 20% automatically be withheld from your payment(s). The amount withheld is applied towards your tax liability for that tax year.

The 20% withholding is not required on any eligible rollover monies that are rolled over directly to an eligible retirement plan. In order to have a direct rollover, you must direct the Fund to distribute the payment directly to the eligible retirement plan. Otherwise, any payment made to you will already have the 20% withheld and the Fund cannot refund the withheld monies.

Different types of "eligible retirement plans" are available to you

The monies in your Individual Account are not taxed until they are distributed. At distribution, they become subject to taxes and/or penalties. In the case of eligible rollovers that are not rolled over into an eligible retirement plan, withholding is required.

depending upon whether you are the Participant, Spouse or non-Spouse Beneficiary. In addition, the eligible retirement plan chosen by you must agree to accept the rollover payment. The Fund has no control over whether a plan will accept a rollover.

AVAILABLE TYPES OF ELIGIBLE RETIREMENT PLANS

Type of Eligible Retirement Plan	Participant	Spouse (including QDRO Alternate Payees)	Non-Spouse Beneficiary
Individual Retirement Plan described in Internal Revenue Code § 408(a) or Individual Retirement Annuity described in Internal Revenue Code § 408(b)	Yes	Yes	Yes. The IRA must be designated as an “inherited” IRA.
Section 401(a) Qualified Trust	Yes	Yes	No
Section 403(a) Qualified Trust	Yes	Yes	No
Section 403(b) Annuity Contract	Yes	Yes	No
Section 457(b) Eligible Plan	Yes	Yes	No
Roth IRA	Yes	Yes	Yes
SIMPLE IRA	No	No	No
Coverdell Education Savings Account	No	No	No

Important: The preceding eligible rollover discussion, including this table, only summarizes some selected points and issues. It is not intended to be used by itself as your sole guide in making decisions concerning how your benefits are to be distributed. You will be provided with a notice describing your rollover rights and options when you apply for payment of your Individual Account.

Periodic Payments (other than Annuities Purchased from an Insurance Company)

Periodic Payments are a series of taxable payments made over a period greater than one year. Withholding from periodic payments is handled in the same way as wages and is based on the Participant’s W-4P / IRS Federal Tax Withholding Form filed with the Fund Office. If there is no W-4P on file, withholding is determined by treating the Participant as being married claiming three withholding allowances. Different withholding requirements apply to United States citizens or green card holders that reside overseas and non-resident aliens. For additional information concerning withholding requirements, you should consult Internal Revenue Service Publication 575 – *Pension and Annuity Income*.

Check with your accountant or tax preparer for the best withholding options for you.

California State residents are subject to State Income Tax. Unless you elect an alternate amount of State withholding by submitting a DE-4P / State of California Withholding Form, the Fund Office will take an automatic withholding equal to 10% of the Federal tax withheld from your payment.

Check with your accountant or tax preparer for the best withholding options for you.

Lifetime Annuity and Joint and Survivor Annuities Purchased from an Insurance Company

The insurance company from which an annuity is purchased is responsible for arranging income tax withholding and will provide you with the necessary withholding forms and information.

33. Can the Fund Office assist me with some of the tax questions discussed above, including determining my tax liabilities, whether or not to rollover my money or how much to withhold?

IMPORTANT: The Fund Office cannot provide individual tax advice. The laws and rules pertaining to personal income taxes can be very complicated and each individual person's situation is different. However, the Fund Office will provide you with certain required

Each Participant's personal situation is unique. The Fund Office cannot provide you with personalized tax or financial planning advice.

documents pertaining to taxes, such as tax withholding election forms, an explanation of eligible rollover distributions, and will report amounts distributed to the appropriate government tax agencies.

When you Retire and apply for the distribution of your Individual Account balance, you will be required to sign a statement that acknowledges your understanding of the following:

- The Carpenters Annuity Trust Fund for Northern California ("Fund") is a defined contribution pension plan.
- You understand that there may be taxes and/or penalties as consequence of your withdrawal of money from your Accumulated Share.
- You understand that you are solely responsible for the payment of all taxes and/or penalties associated with your withdrawal from your Accumulated Share.
- You agree to hold the Fund harmless for any taxes and/or penalties you may owe as a result of your withdrawal of money from your Accumulated Share.
- While you have reviewed the Special Tax Notice Regarding Plan Payments (to be given to you when you Retire), you understand that this Notice is not tax advice and that it is your responsibility to seek tax advice from a qualified tax advisor.
- You understand that the Fund may be required by law to withhold Federal income tax from certain types of withdrawals that you may make from the Fund.
- You understand that you may voluntarily request that additional Federal income taxes be withheld above and beyond the amount that the Fund is required to withhold by law.
- You understand that when the Fund does withhold taxes, such tax withholding may not satisfy your entire tax liability and that you may owe additional Federal, and/or State, and/or Local taxes and/or possible tax penalties.
- You understand that it is solely your responsibility to satisfy your tax and any penalty obligations associated with the withdrawal from my Accumulated Share.
- You understand that it is also your responsibility to seek appropriate advice from a qualified tax advisor.

34. Can I receive a loan or distribution based upon personal financial hardship?

No hardship distributions or loans are permitted. A distribution is permitted only if you satisfy one of the Plan rules for Retirement. Since the Plan is classified as a qualified "money purchase plan," it is not permitted under the Internal Revenue Code and its regulations to offer "hardship" or any other "in-service" distributions. The Fund Office and Board of Trustees do not have the legal authority to approve hardship distributions.

The Northern California Carpenters 401(k) Plan offers provisions for loans and hardship withdrawals under certain circumstances.

35. May I assign my Individual Account or any other right or benefit under the Plan?

Neither you nor any Beneficiary can assign any Individual Account, right, or benefit under the Plan. In other words, you cannot use your Individual Account as collateral or instruct the Fund to pay it to any individual or institution, except to your surviving Spouse or Beneficiary upon your death.

However, there are two circumstances under which all or a portion of your Individual Account may be assigned:

- Garnishment by the Internal Revenue Service for the non-payment of taxes under the Internal Revenue Code.
- Payment to a former spouse or other appropriate dependent under the terms of a Qualified Domestic Relations Order issued pursuant to a state domestic relations law. (Refer to Questions/Answers 36 and 37 for more information.)

36. What if I become divorced?

If you become divorced, your Individual Account may be divided as part of your marital settlement under the terms of a Qualified Domestic Relations Order (“QDRO”). Separation from your Spouse—even legal separation—is not sufficient to permit the Plan to divide and segregate the community property portion of your benefit.

A court order called a QDRO may assign all or a portion of your Individual Account to an Alternate Payee (most commonly, your spouse).

A QDRO is a judgment, decree or order pursuant to state law relating to child support, alimony, or marital property rights directing that all or part of a Participant’s benefit be paid to an Alternate Payee. A QDRO must meet the requirements of the Retirement Equity Act as set forth in 26 USC §414(p) and 29 USC §1056(d). In order for a distribution to be made based on child support, the Participant must be in Retirement Status under the Plan.

- A. Any such order must be delivered to the Annuity Fund before payments can be made to an Alternate Payee, and the Annuity Fund must approve it’s form. The order must clearly specify:
- The name and mailing addresses of the Participant and each Alternate Payee covered by the order;
 - The amount or formula for determining the amount payable to each Alternate Payee;
 - The number of payments or period to which the order applies; and
 - The name of the plan to which the order applies, in this case, the Carpenters Annuity Trust Fund for Northern California.
- B. The order cannot require the Annuity Fund to:
- Provide any type or form of benefit not otherwise provided under the Annuity Fund;
 - Provide an increased benefit determined on the basis of actuarial equivalence;
 - Pay benefits in conflict with a previously issued QDRO; and/or
 - Begin payment of benefits to the Participant before the Participant is eligible for benefits.

You must provide the Fund with a copy of a Domestic Relations Order (“DRO”) which will be reviewed to determine whether its terms comply with the laws permitting the assignment of benefits under a QDRO. The Fund will then notify you as to whether the DRO is “qualified.”

You may obtain a copy of the Fund's QDRO procedures free of charge by contacting the Fund Office at www.carpenterfunds.com or e-mailing Benefit Services Department at benefitservices@carpenterfunds.com.

37. What rights does my former Spouse retain?

Your former Spouse's rights are those detailed within the QDRO. The terms and conditions of the QDRO are subject to negotiation between you, your Spouse, your legal representatives and the courts (Refer to Question/Answer 36 for more information.). In order to receive any benefits assigned under the terms of a QDRO, the Alternate Payee must file a form in accordance with the application procedures established by the Board of Trustees.

38. What is the initial application procedure for Retirement withdrawal of my Individual Account?

Your application for Retirement and the withdrawal of your Individual Account must be in writing on a form established by the Board of Trustees and filed with the Fund Office prior to the payment of any benefits.

When you notify the Fund Office that you intend to Retire and withdraw your Individual Account, you will be sent a packet containing instructions, the application and other documents. Please fill out the forms completely. You will also be asked to provide copies of certain documents, such as birth certificates for you and your Spouse, a marriage certificate, tax records and court documents if you are divorced.

Your claim will be considered filed when your application is received by the Fund Office, without regard to whether all information necessary to make a benefit determination accompanies your application. If all of the required information does not accompany your application, the Fund Office will notify you, in writing, of:

- The standards on which entitlement to benefits is based;
- The unresolved issues that prevent a decision on the claim; and/or
- The additional information needed to resolve those issues.

Your application will not be considered complete until all the information required by the application is received by the Fund Office.

If you have any questions concerning your application or materials required to be submitted with your application, please contact the Fund Office for more information.

Your application will not be considered complete until all the information required by the application is received by the Fund Office. The Fund Office will then review its records to determine if you are Retired and are eligible to receive your Individual Account. If you qualify, and once a distribution is scheduled, the amount you will receive from your Individual Account balance or Accumulated Share will be determined.

39. How is my Initial Claim Determined?

The initial determination of benefits will be made within a reasonable period of time but not longer than 90 calendar days after the Fund Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 90-day period for making the initial determination will be suspended during the time you are obtaining the additional information).

If the Plan Administrator determines that special circumstances require an extension of time for processing your claim, the Fund Office will notify you, in writing, prior to the expiration of the 90 days of the circumstances requiring the extension of time and the date by which the Plan

expects to make a determination. The extension cannot be more than 90 calendar days from the end of the initial 90-day period.

If an application for benefits is not acted on within these time periods, you may proceed to the appeals procedures as if the claim had been denied.

40. What is the procedure to follow if my application for Retirement is denied?

The Plan's Appeals Procedures are described below.

Notice of Claim Denial

If the Plan denies your application for benefits, in whole or in part, you will be notified in writing of the determination and be given the opportunity for a full and fair review of the benefit decision. The written notice of denial will include:

- The specific reason(s) for the denial;
- The specific reference to pertinent Plan provision(s) on which the denial is based;
- A description of any additional material or information necessary for you to perfect your claim and an explanation of why such material or information is necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your rights to bring civil action under §502(a) of ERISA following an adverse benefit determination on review; and
- If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, a statement that such rule, guideline, protocol or other similar criterion was relied upon and that a copy of that document will be provided to you free of charge upon request.

If the Plan denies your application for benefits, in whole or in part, you will be notified in writing of the determination and be given the opportunity for a full and fair review of the benefit decision.

Right to Appeal

If you apply for benefits and your claim is denied, or if you believe that you did not receive the full amount of benefits to which you are entitled, you have the right to petition the Board of Trustees for reconsideration of its decision. Your petition for reconsideration:

- Must be in writing; and
- Must state in clear and concise terms the specific items in your Notice of Denial that you believe to be incorrect or incomplete; and
- May include documents, records and other information related to the claim for benefits; and
- Must be filed by you or your authorized representative with the Fund Office within 60 days after you received notice of denial. In the case of a claim for disability benefits, your petition for reconsideration must be filed with the Fund Office within 180 days after you received notice of denial. Failure to file an appeal within these time limits will constitute a waiver of your rights to a review of the denial of your claim. A late application may be considered if the Board of Trustees finds that the delay in filing was for reasonable causes.

Upon request, you will be provided, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim for benefits; including, in the case of a claim for disability benefits, any statement of policy or guidance with respect to the Plan concerning the denial of disability benefits, without regard to whether such advice or statement was relied upon in making the benefit determination.

Review of Appeal

A properly filed appeal will be reviewed by the Board of Trustees (or by a committee authorized to act on behalf of the Board of Trustees) at its next regularly scheduled quarterly meeting. However, if the appeal is received within 30 days prior to such meeting, the appeal may be reviewed at the second quarterly meeting following the receipt of your appeal. If special circumstances require an extension of time, the Board of Trustees or committee will render a decision at the third scheduled quarterly meeting following the receipt of your appeal. The Fund Office will notify you, in writing, before the beginning of the extension of the special circumstances and the date that the Board of Trustees will make its decision.

No legal action may be commenced or maintained against the Annuity Fund and/or its Board of Trustees more than two (2) years after a claim has been denied.

The Board of Trustees will review all submitted comments, documents, records and other information related to your claim, regardless of whether the information was submitted or considered in the initial benefit determination. The Board of Trustees will not give deference to the initial adverse benefit determination.

In deciding an appeal that is based in whole or in part on a medical judgment, the Board of Trustees will consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment. Such health care professional shall not be an individual who was consulted in connection with the initial adverse benefit determination, nor with the subordinate of that individual.

You will receive written notification of the benefit determination on an appeal no later than five (5) calendar days after the benefit determination is made.

In the case of an adverse benefit determination on the appeal, the written denial will include the reason(s) for the determination including references to the specific Plan provisions on which the determination is based. The written denial will also include a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. The written notification of an adverse benefit determination concerning disability benefits will also include the specific rule, guideline, protocol or other similar criterion relied upon in making the adverse determination.

The denial of a claim to which the right to review has been waived, or a decision of the Board of Trustees or its designated committee with respect to a petition for review, is final and binding upon all parties, subject only to any civil action you may bring under ERISA. However, no legal action may be commenced or maintained against the Annuity Fund and/or its Board of Trustees more than two (2) years after a claim has been denied. Following issuance of the written decision of the Board of Trustees on an appeal, there is no further right of appeal to the Board of Trustees or right to arbitration.

41. Are Plan Documents available to Participants and Beneficiaries?

Yes. Available documents include copies of the Annuity Trust Agreement, Annuity Plan Document and any Amendments to the Annuity Trust Agreement or the Annuity Plan Document, statements of assets and liabilities and income and expenses of the Plan, and a summary of the annual report are available at the Fund Office during regular business hours and upon written request will be furnished to you by mail. Many of these documents are available at www.carpenterfunds.com.

In addition, copies of the Collective Bargaining Agreements and a full annual report (Form 5500) are available for inspection at the Fund Office during regular business hours and upon written request will be furnished to you by mail upon payment of reasonable copying charges. You should find out what the charge will be before writing and asking for copies of these documents.

42. What will happen if the Plan is terminated?

There is no intent to terminate the Annuity Fund. However, future changes in the law or economic conditions may make it advisable to do so.

In the event the Annuity Fund is terminated, the balance of any remaining assets will be distributed amongst Plan Participants **after** Fund expenses have been met and any Individual Account applications that have already been approved have been distributed.

In the event that the Annuity Fund is terminated, “Qualified” Participants (refer to Question/Answer 7) who have selected their own investment options from a select group of mutual funds will receive an amount equal to the fair Market Value of their Individual Account invested in these mutual funds as of the Daily Valuation Date preceding the distribution of their Individual Account.

The remainder of the Annuity Fund’s assets shall be distributed to Plan Participants with each Participant receiving a share of the remaining assets in proportion to the ratio that his or her Individual Account balance bears to the total of all Individual Account balances in the Annuity Fund. None of the assets shall be returned to any Contributing Employer.

In the event that the Annuity Fund is terminated and a Participant cannot be located, the Board of Trustees will send a notice by registered mail to the Participant’s last known mailing address. If the Participant does not file an application for payment of his or her Individual Account within 90 days following the Board’s sending of the notice, the Participant’s Individual Account will be forfeited and redistributed in a uniform basis amongst the remaining Individual Accounts in the Annuity Plan.

In the event the liquidation value of the assets on the date of termination is less than the total of all Individual Account balances plus expenses, the Board of Trustees shall have the option of paying all Individual Account balances to Plan Participants over a period not to exceed 10 years to the extent permitted by the assets.

This explanation of the Annuity Plan is no more than a brief and very general statement of the most important provisions of the Annuity Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan itself. The rights of the Participant or Beneficiary can only be determined by consulting the Rules and Regulations of the Annuity Plan. The complete text of the Annuity Plan is printed in the last part of this booklet.

As a courtesy to you, the Fund Office may respond informally to your oral questions by telephone or in person at the Fund Office. However, these oral answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning your benefits.

ONLY THE FULL BOARD OF TRUSTEES IS AUTHORIZED TO INTERPRET THE PLAN OF BENEFITS DESCRIBED IN THIS BOOKLET. NO EMPLOYER OR UNION, NOR ANY REPRESENTATIVE OF ANY EMPLOYER OR UNION, IS AUTHORIZED TO INTERPRET THE PLAN – NOR CAN SUCH PERSON ACT AS AN AGENT OF THE BOARD OF TRUSTEES. ANY QUESTIONS YOU HAVE CAN BE DIRECTED TO THE STAFF AT THE FUND OFFICE WHO WILL PRESENT YOUR QUESTIONS TO THE BOARD.

INFORMATION REQUIRED BY ERISA

1. NAME OF PLAN

The name of the Plan is: Carpenters Annuity Trust Fund for Northern California

2. TYPE OF PLAN

The Plan is a defined contribution money purchase plan within the meaning of the Employee Retirement Income Security Act of 1974 (ERISA) and is not a Plan covered by the termination insurance provisions of the Act.

3. PLAN ADMINISTRATOR

The Plan is administered by the Board of Trustees composed of an equal number of Employee and Employer representatives. Its name, address (which is the official Fund Office), telephone number, Employer Identification Number (EIN) and Plan Numbers are as follows:

Name:	Board of Trustees Carpenters Annuity Trust Fund for Northern California
Address:	265 Hegenberger Road, Suite 100 Oakland, California 94621-1480
Telephone Number:	(510) 633-0333 (888) 547-2054 (toll-free)
EIN:	94-6534591
Plan Number:	001
Website:	www.carpenterfunds.com

The names and business addresses of the members of the Board of Trustees are:

EMPLOYER TRUSTEES

DON DOLLY
P.O. Box 1574
Oakdale, California 95361
(ACME General Engineering, Inc.)

DAVID LEE
275 Battery Street, Suite 300
San Francisco, California 94111
(Hathaway Dinwiddie Construction Company)

KEN LINDBERG
1501 Viking Street, Suite 200
Alameda, California 94501
(Power Engineering Contractors, Inc.)

MIKE MENCARINI
910 X Street
Sacramento, California 95818
(Unger Construction Company)

EDWIN MOORE
2485 Courage Drive, Suite 100
Fairfield, California 94533
(Ethos Energy Field Services)

LARRY NIBBI
1000 Brannan Street, Suite 102
San Francisco, California 94103
(Nibbi Brothers General Contractors)

GERALD D. OVERAA
200 Parr Boulevard
Richmond, California 94801
(C. Overaa & Company)

JAMES WATSON
2300 Clayton Road, Suite 800
Concord, California 94520
(Swinerton Incorporated)

UNION TRUSTEES

ROBERT ALVARADO
265 Hegenberger Road, Suite 200
Oakland, California 94621-1480
(Northern California Carpenters Regional Council)

ROBERT BALDINI
2102 Almaden Road, Suite 115
San Jose, California 95125
(Carpenters Local Union No. 405)

AUGIE BELTRAN
265 Hegenberger Road, Suite 200
Oakland, California 94621-1480
(Northern California Carpenters Regional Council)

WILLIAM FEYLING
265 Hegenberger Road, Suite 220
Oakland, California 94621-1480
(Carpenters 46 Northern California Counties
Conference Board)

STEVEN GRANNIS
265 Hegenberger Road, Suite 200
Oakland, California 94621-1480
(Northern California Carpenters Regional Council)

CURTIS KELLY
265 Hegenberger Road, Suite 200
Oakland, California 94621-1480
(Northern California Carpenters Regional Council)

JAMES SMITH
3095 Independence Drive, Suite E
Livermore, California 94551
(Millwrights Local Union No. 102)

TODD WILLIAMS
2085 3rd Street
San Francisco, California 94107
(Carpenters Local Union No. 22)

The day-to-day administration is performed for the Board of Trustees by the Carpenter Funds Administrative Office of Northern California, Inc., located at 265 Hegenberger Road, Suite 100, Oakland, California 94621. The Board of Trustees also employs other personnel including Consultants, Actuaries, Attorneys, Accountants, etc. All Plan benefits are provided directly from the Annuity Fund.

4. AGENT FOR SERVICE OF LEGAL PROCESS

The name and address of the person designated as agent for service of legal process is:

Gene H. Price, Secretary
c/o Carpenters Annuity Trust Fund for Northern California
265 Hegenberger Road, Suite 100
Oakland, California 94621
www.carpenterfunds.com

The service of legal process may also be made upon a Plan Trustee.

5. COLLECTIVE BARGAINING AGREEMENTS

The Plan is maintained in accordance with Collective Bargaining Agreements between various Contributing Employers and the Carpenters 46 Northern California Counties Conference Board. The Collective Bargaining Agreements provide for Contributions by the Contributing Employers to the Annuity Fund on an agreed-upon contribution rate. There are no Employee Contributions or elective wage deferrals. The Fund Office will provide any Plan Participant or Beneficiary, upon written request, information as to whether a particular Employer is contributing to this Annuity Fund with respect to the work of the Participant in the Annuity Fund and the Employer's address.

The Trust Agreement provides that Contributing Employers will not be required to make payments or Contributions to the cost of operation of the Annuity Fund or of the Plan, except as may be provided in the Collective Bargaining Agreements, Subscriber Agreements or the Trust Agreement.

6. FISCAL YEAR

The Fiscal Year of the Annuity Fund is the twelve-month period ending each August 31st.

7. DESCRIPTION OF CIRCUMSTANCES THAT MAY RESULT IN DISQUALIFICATION, INELIGIBILITY, REDUCTION, DENIAL, OR LOSS OF BENEFITS

There are certain situations under which your benefits from the Annuity Plan may be reduced, delayed, lost or offset. To summarize, benefits may be reduced, delayed, frozen, or offset in the following situations:

- You, your Spouse, or your Beneficiary do not file a claim for benefits properly or on time.
- You, your Spouse, or your Beneficiary do not have your current address on file with the Administrative Office.
- You, your Spouse, or your Beneficiary do not furnish the information or documentation necessary to process your claim for benefits.
- A Qualified Domestic Relations Order divides your Individual Account.
- The Fund Office records do not show that you worked a number of hours during a certain time period and you are unable to provide the hours worked by producing check stubs or by other means.

STATEMENT OF ERISA RIGHTS

As a Participant in the Carpenters Annuity Trust Fund for Northern California, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive information about Your Plan and Benefits

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites and union halls, all documents governing the Annuity Fund, including Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Annuity Fund with the U.S. Department of Labor.
- Obtain, upon written request to the Board of Trustees, copies of documents governing the operation of the Annuity Fund, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (Form 5500 series) and updated summary plan description. The Board of Trustees may make a reasonable charge for the copies.
- Receive a summary of the Annuity Fund's annual financial report. The Board of Trustees is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you based on the latest available information, your total benefits accrued (your Accumulated Share or Individual Account balance) and the fact that your benefits are non-forfeitable subject to changes in investment markets over time. This statement must be requested in writing and is not required to be given more than once every 12 months. The Annuity Fund will provide the statement free of charge.

Prudent actions by Plan Fiduciaries

In addition to creating rights for Annuity Fund Participants, ERISA imposes duties upon the people who are responsible for the operation of this Annuity Fund. The people who operate your Annuity Fund, called "fiduciaries" of the Annuity Fund, have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for Retirement benefits is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules as described under the Plan's appeals procedures (See Question/Answer 40).

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request certain materials required to be furnished by the Annuity Fund and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require that you be provided with the materials and paid up to \$110.00 a day until you receive them, unless the materials were not sent because of reasons beyond the Board's control. If you have a claim for benefits which is denied or ignored in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Annuity Fund's decision or lack thereof concerning the status of a domestic relations order, you may file suit in federal court.

If it should happen that Annuity Fund fiduciaries misuse the Annuity Fund's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Annuity Fund, you should contact the Annuity Fund Administrator at the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Annuity Fund Administrator, you should contact the nearest office of the Employee Benefits Security Administration (“EBSA”) (formerly the Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or The Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. For single copies of publications, contact the Employee Benefits Security Administration Brochure Request Line at 800-998-1542 or contact the EBSA field office nearest you. You may also find answers to your plan questions at the website of the EBSA at <http://www.dol.gov/ebsa/>.

**AMENDED RESTATED PLAN FOR
THE CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**

**Amended and Restated as of June 1, 2017
To Incorporate Amendment 56**

RULES AND REGULATIONS

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**AMENDED AND RESTATED PLAN FOR THE
CARPENTERS ANNUITY TRUST FUND
FOR NORTHERN CALIFORNIA**

By resolution, the Board of Trustees of the Carpenters Annuity Trust Fund for Northern California adopted the following Annuity Plan to be effective August 1, 1981. The Plan has been amended and restated effective June 1, 2017 to incorporate Amendment 56.

SECTION 1. DEFINITIONS

For purposes of this plan document, the following definitions apply.

- 1.1 **Accumulated Share.** The term “Accumulated Share” means the amount payable from an Individual Account as defined and described in Section 3.1. Notwithstanding anything herein to the contrary, the term “Accumulated Share” of an Employee who dies before his or her first Valuation Date will mean the total Contributions required to be made on his or her behalf.
- 1.2 **Actuarial Equivalent.** The term “Actuarial Equivalent” means an amount payable in an alternative benefit form which is equivalent to an amount payable in a given benefit form under the Plan, determined on an actuarial basis as may from time to time be approved by the Board based on the recommendations of a qualified actuary as being reasonable.
- 1.3 **Alternate Payee.** The term “Alternate Payee” means a Spouse, former Spouse, child or other dependent of a Participant who has a right to receive all or a portion of the Participant’s benefits payable pursuant to a Qualified Domestic Relations Order.
- 1.4 **Amortized Value.** The term “Amortized Value” means the amortized value of the fixed income assets as determined by the Plan auditor based on each asset’s cost, redemption value, yield, coupon rate and term to maturity.
- 1.5 **Annuitant.** The term “Annuitant” means a Participant who Retires and who receives a benefit from the Fund.
- 1.6 **Annuity Starting Date.** The term “Annuity Starting Date” means the first day of the first calendar month after the Participant has fulfilled all of the conditions for benefits, including the filing of an application.
- 1.7 **Asset Value.** For Valuations on or before August 31, 1998, the term “Asset Value” means the Amortized Value of fixed income assets and the Market Value of all other assets. For Valuations on November 30, 1998, and subsequent Valuations, the term “Asset Value” means the Market Value of assets.
- 1.8 **Beneficiary.** The term “Beneficiary” means a person designated by a Participant pursuant to the Plan or by the terms of the Plan who is or who may become entitled to a benefit under the terms of the Plan.
- 1.9 **Board.** The term “Board” means those persons designated as Trustees pursuant to Article III of the Trust Agreement.
- 1.10 **Building and Construction Industry.** The term “Building and Construction Industry” means all building construction and all heavy, highway and engineering construction, including but not limited to the construction, erection, alteration, repair, modification, demolition, addition or improvement in whole or in part of any building, structure, street (including sidewalk, curb and gutter), highway, bridge, viaduct, railroad, tunnel, airport, water supply, irrigation, flood control and drainage system, sewer and sanitation project, dam, power-house, refinery, aqueduct, canal,

river and harbor project, wharf, dock, breakwater, jetty, quarrying of breakwater or riprap stone, or any other operation incidental to such construction work, including renovation work, maintenance work, mill-cabinet or furniture manufacturing or repair work or installation of any modular systems or any other premanufactured materials preformed for any public or private employer.

1.11 **Collective Bargaining Agreement.** The term “Collective Bargaining Agreement” includes: (a) the Carpenters 46 Northern California Counties Master Agreement effective June 16, 1980; (b) the Drywall/Lathing Master Agreement effective August 1, 1980; and, (c) any other collective bargaining agreement other than the Collective Bargaining Agreements referred to above which is approved by the Carpenters 46 Northern California Counties Conference Board to be defined as a Collective Bargaining Agreement for the purposes of contributions to the Annuity Plan or Annuity Fund established by this Trust Agreement.

1.12 **Compensation.**

(A) For the purpose of identifying Highly Compensated Employees and establishing the limitations under Section 415 of the Internal Revenue Code, a Participant’s annual Compensation means the total cash salary or wages paid to the Participant during a plan year and reportable as earnings subject to income tax on Form W-2. Compensation includes any elective deferral (as defined under Code Section 402(g)(3)), and any amount which is contributed or deferred by the Contributing Employer at the election of the Employee and which, by reason of Code Sections 125, 132(f)(4) or 457, is not includible in the gross income of the Employee.

(B) “Compensation” does not include:

- (1) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;
- (2) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option; and
- (3) Other amounts which received special tax benefits, other than amounts referred to in Subsection a.

(C) In addition to any other applicable limitations which may be set forth in the Plan and notwithstanding any other provisions of the Plan, Compensation taken into account under the Plan for any plan year for the purpose of calculating a Participant’s accrued benefit (including the right to an optional benefit under the Plan) cannot exceed the limits set forth in Section 401(a)(17) of the Internal Revenue Code, as adjusted for changes in the cost of living as provided in Sections 401(a)(17) and 415(d) of the Code. This limit will be applied on an Employer-by-Employer basis.

(D) Compensation shall include wages and other compensation which would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with an Employer, if such amounts described herein are received by the Participant following a severance from employment by the later of (1) 2-1/2 months after the Participant’s severance from employment with an Employer, or (2) the end of the Limitation Year that includes the date of the Participant’s severance from employment with an Employer.

1.13 **Contribution.** The term “Contribution” as used herein shall mean the payment made or required to be made to the Fund by an Individual Employer under the provisions of a Collective Bargaining Agreement or Subscribers Agreement. The term “Contribution” shall also include contributions owed for periods of Qualified Military Service in the armed forces of the United States consistent with and to the extent required by the Uniformed Services Employment and

Reemployment Rights Act of 1994 (USERRA), as amended and Section 414(u) of the Internal Revenue Code, as amended.

An Employee's Individual Account shall be credited with hours worked equal to the average number of hours worked by the Employee during the 12-month period of employment immediately preceding the period of Qualified Military Service (or, if shorter, the period of employment immediately preceding such period). The hourly rate of Contributions shall be equal to the average rate of Contributions for all Employees during the Fiscal Year in which the Qualified Military Service was performed. Contributions owed to the Individual Account of any Employee for a period of Qualified Military Service shall come first from Frozen Accounts, then if no Frozen Accounts funds are available from gross investment yield, if any, before coming from the last Contributing Employer the Employee worked for before the period of Qualified Military Service.

1.14 **Default.** The term "Default" means any delinquency in the repayment of a loan under the Plan in which cumulative monthly payments are in arrears by more than three months.

1.15 **Employee.** The term "Employee" means any employee of any Contributing Employer who performs one or more hours of work as an employee covered by any of the Collective Bargaining Agreements. The term "Employee" also includes employees of Local Unions and Regional Councils, and employees of Labor Councils or other labor organizations with which a Local Union or Regional Council is affiliated, or of any corporation, trust or other entity described in Section 1.21, with respect to whose work Contributions are made to the Annuity Fund pursuant to regulations adopted by the Board of Trustees; provided that the inclusion of any of these employees is not a violation of any applicable law or regulation, and provided further that the term "Employee" as used in this section excludes clerical employees and employees covered by a collective bargaining agreement with any such entity other than a Collective Bargaining Agreement.

The term "Employee" includes a leased employee of a Contributing Employer within the meaning of Internal Revenue Code Section 414(n), who otherwise meets the conditions for participation, vesting and/or benefit accrual under the Plan.

The term "leased employee" shall refer to any person who is not an employee of the Contributing Employer and who provides services to the Contributing Employer if such services are provided pursuant to an agreement between the recipient and any other person (referred to as the "leasing organization"), such person has performed such services for the Contributing Employer (or for the Contributing Employer and related persons) on a substantially full-time basis for a period of at least 1 year; and such services are performed under primary direction or control by the Contributing Employer.

A leased employee shall not be considered an employee of the Contributing Employer if: (i) such employee is covered by a money purchase pension plan providing: (1) a non-integrated employer contribution rate of at least 10 percent of compensation, as defined in Section 415(c)(3) of the Internal Revenue Code, but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Section 125, Section 402(e)(3), Section 402(h)(1)(B), or Section 403(b) of the Internal Revenue Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) leased employees do not constitute more than 20 percent of the Contributing Employer's non-highly compensated work force.

1.16 **Fiscal Year.** The term "Fiscal Year" means the period from September 1 through the following August 31 (for purpose of the first Fiscal Year, however, the contribution period is from August 31, 1982).

1.17 **Frozen/Frozen Account.** The term "Frozen" or "Frozen Account" means an Individual Account that no longer participates in further Valuations because there have been no Contributions made

to the Individual Account for five years, and the Participant and/or Beneficiary has not been located after reasonable efforts, and the Participant did not make the election to defer Retirement.

1.18 **Fund.** The term “Fund” or “Annuity Fund” means the trust fund created by the Trust Agreement establishing the Carpenters Annuity Trust Fund for Northern California.

1.19 **Highly Compensated Employee.** The term “Highly Compensated Employee” means each highly compensated active employee and highly compensated former employee of an Employer. Whether an individual is a Highly Compensated Employee is determined separately with respect to each Employer, based solely on that individual’s Compensation from or status with respect to that Employer.

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

(A) For the preceding plan year:

- (1) Received Compensation from the Employer in excess of \$80,000 (as adjusted under §414(q) of the Internal Revenue Code), and
- (2) If an Employer elects an application of this clause for the preceding year, was in the top-paid group of Employees for the preceding year. For this purpose, an Employee is in the top-paid group of Employees for any year if that Employee is in the group consisting of the top twenty percent (20%) of the Employees when ranked on the basis of Compensation paid during that year.

or

(B) Was a 5% owner (as defined in Internal Revenue Code Section 416(i)(1)) at any time during the current or preceding plan year.

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

An Employer may elect to make the calculation in subparagraph (A)(2) for a plan year on the basis of the calendar year beginning with or within the preceding plan year, provided that the calendar date election, once made, applies for all subsequent determination years unless changed by the Employer.

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

For purposes of this subsection, the term “compensation” means compensation within the meaning of Internal Revenue Code Section 415(c)(3).

For purposes of identifying Highly Compensated Employees and applying the rules of participation, vesting and statutory limits on benefits under the Plan but not for determining covered employment, the term “Employer” includes all corporations, trades or businesses under common control with the Employer within the meaning of Internal Revenue Code Section 414(b) and (c), all members of an affiliated service group with the Employer within the meaning of Internal Revenue Code Section 414(m) and all other businesses aggregated with the Employer under Internal Revenue Code Section 414(o).

1.20 **Individual Account.** The term “Individual Account” means the account established for each Employee, pursuant to Section 2 of the Plan.

1.21 **Individual Employer.** The term “Individual Employer” or “Contributing Employer” means any Individual Employer as defined in the Trust Agreement who is required by any of the Collective Bargaining Agreements to make Contributions to the Annuity Fund or who in fact makes one or more Contributions to the Fund. The term “Individual Employer” shall also include any Local Union or Regional/District Council, any Labor Council or other labor organization with which a Local Union or Regional/District Council is affiliated, and any corporation, trust or other entity which provides services to the Fund or in the enforcement or administration of contracts requiring Contributions to the Fund or in the training of apprentice or journeymen Carpenters, which makes Contributions to the Annuity Fund with respect to the work of its employees pursuant to a Subscriber’s Agreement and approved by the Board of Trustees. The inclusion of any such Local Union, Regional/District Council, Labor Council, other labor organization, corporation, trust or other entity, as an Individual Employer cannot violate any applicable law or regulation. Furthermore, the term “employee” as used in this section excludes clerical employees and employees covered by a collective bargaining agreement with any such entity other than a Collective Bargaining Agreement. Any such Local Union, Regional/District Council, Labor Council, other labor organization, corporation, trust or other entity shall be an Individual Employer solely for the purpose of making Contributions with respect to the work of its respective employees and shall have no other rights or privileges under the Trust Agreement as an Individual Employer.

An employer shall not be deemed a Contributing Employer simply because it is part of a controlled group of corporations (within the meaning of Section 1563(a) of the Internal Revenue Code, determined without regard to Section 1563(a)(4) and (e)(3)(C)), or of a trade or business under common control (within the meaning of Section 414(c) of the Internal Revenue Code), some other part of which is a Contributing Employer.

1.22 **Local Union.** The term “Local Union” means any local union in the 46 Northern California Counties affiliated with the United Brotherhood of Carpenters and Joiners of America.

1.23 **Market Value.** The term “Market Value” means the value of the assets at fair market value.

1.24 **Non-covered Employment.** The term “Non-covered Employment” means employment in the Building and Construction Industry on or after July 1, 1991, in the geographical jurisdiction of the Plan for an employer which does not have, or self-employment which is not covered by, a Collective Bargaining Agreement with the Union.

1.25 **Participant.** The term “Participant” means any Employee or former Employee who is or who may become eligible to receive a benefit of any type from the Fund or whose Beneficiaries may be or become eligible to receive any such benefit.

1.26 **Plan.** The term “Plan” means the Annuity Plan established pursuant to the Collective Bargaining Agreements and the Trust Agreement including any amendment, extension or renewal of the Plan. The Plan is a money purchase pension plan.

1.27 **Professionally Managed Subaccount.** The term “Professionally Managed Subaccount” means the portion of the Participant’s Individual Account that is invested by an “investment manager” (within the meaning of Section 3(38) of the Employee Retirement Security Act of 1974, as amended) designated by the Board.

1.28 **Prohibited Employment.** “Prohibited Employment” means employment, either covered or Non-covered, after Retirement for wages or profit in the Building and Construction Industry, as defined in Section 1.10, that will result in the suspension of Retirement benefits. The determination as to whether or not a type of Employment is prohibited shall be at the sole discretion of the Board of Trustees, or a Committee thereof, and as described and modified from time to time in the Plan’s Prohibited Employment Policy.

- 1.29 **Qualified Domestic Relations Order.** The term “Qualified Domestic Relations Order” means a domestic relations order which has been determined, pursuant to procedures established by the Board, to be a Qualified Domestic Relations Order as defined in Section 206(d) of the Employee Retirement Income Security Act of 1974.
- 1.30 **Qualified Military Service.** Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to Qualified Military Service will be provided in accordance with §414(u) of the Internal Revenue Code.
- The term “Qualified Military Service” means an Employee’s qualified military or other uniformed service period under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as amended and Section 414(u) of the Internal Revenue Code as amended.
- The term “Qualified Military or other Uniformed Service” means service in the Armed Services (including the Coast Guard), the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard Duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency or any other persons covered under the applicable regulations.
- Notwithstanding any provision to the contrary, a Participant’s benefits shall include contributions (but not investment income or frozen accounts) owed for periods of Qualified Military Service in the uniformed services of the United States consistent with and to the extent required by USERRA, as amended, and Section 414(u) of the Internal Revenue Code, as amended. Qualified Military Service will be counted for purposes of crediting an Employee’s Individual Account with Contributions provided the following conditions are satisfied:
- (A) An Employee must have re-employment rights under USERRA in order for his or her period of Qualified Military Service to be recognized.
 - (B) The Employee must have worked in a position for which the Contributing Employer was obligated to contribute to the Annuity Trust Fund on the Employee’s behalf during the Fiscal Year immediately preceding the Fiscal Year in which the Employee entered into Qualified Military Service.
 - (C) After discharge from Qualified Military Service, the Employee must return to or make him or herself available for work in Covered Employment within the time required by USERRA.
 - (D) No more than five years of Qualified Military Service may be recognized for any purpose, except as required by law.
- 1.31 **Required Beginning Date.** The term “Required Beginning Date” means the April 1st following the calendar year in which the Participant attains age 70½.
- 1.32 **Retires.** The term “Retires” or “Retired” or “Retirement” means withdrawal from employment covered by the Plan as established in accordance with the provisions of Section 3.2 (A) of the Plan.
- 1.33 **Self Directed Subaccount.** The term “Self Directed Subaccount” means the portion of the Participant’s Individual Account that is invested by the Participant among available investment funds, but excluding amounts in the Professionally Managed Subaccount.
- 1.34 **Spouse.** The term “Spouse” means a person to whom a Participant or Annuitant is legally married. Effective June 26, 2013, a Spouse shall include a person married to a person of the same sex if the persons are legally married under a state law authorizing the marriage of two individuals of the same sex, even if the married couple is domiciled in a state that does not recognize the validity of same sex marriage.

- 1.35 **Subscriber's Agreement.** The term "Subscriber's Agreement" means an agreement between a Contributing Employer and the Fund establishing and maintaining the eligibility and participation of the Contributing Employer's non-bargained employees.
- 1.36 **Trust Agreement.** The term "Trust Agreement" means the Trust Agreement entered into as of August 1, 1981, establishing the Carpenters Annuity Trust Fund for Northern California, including any amendment, extension or renewal.
- 1.37 **Valuation.** The term "Valuation" means the accounting process used to determine the value of each Individual Account in the Annuity Fund as of a specific Valuation Date.
- 1.38 **Valuation Date.** The term "Valuation Date" means August 31, 1982, then August 31, 1983, and thereafter the last day of each successive three-month period.

Effective July 1, 2002, the term "Daily Valuation Date" shall mean each day on which the New York Stock Exchange is open.

SECTION 2. INDIVIDUAL ACCOUNTS

- 2.1 As of each Valuation Date following the adoption of this Plan, an Individual Account will be established for each Employee unless an Individual Account has already been established.
- 2.2 (A) For the first Valuation Date after the inception of the Fund, the amount in each Individual Account will be determined as follows:
- (1) Ascertain the amount of Contributions actually made with respect to the work of the Employee to his or her Individual Account since August 1, 1981.
 - (2) Determine the total Market Value of the Annuity Fund as of the Valuation Date, less the total of all Contributions received since August 1, 1981.
 - (3) Determine the total of all non-investment expenses paid by the Fund during the year.
 - (4) Add (2) to (3).
 - (5) Divide (4) by the total Contributions received since August 1, 1981 with respect to the work of all Employees.
 - (6) Multiply Item (1) by 10%. The result is the per Individual Account expense charge; subject to a minimum charge of \$20.00 and a maximum of \$32.79.
 - (7) Multiply Item (1) by the factor in (5), then subtract (6) and finally add (1). The result is the amount in each Individual Account as of the Valuation Date.
- (B) For the second and subsequent Valuations ending with the Valuation on February 28, 1991, the Board will determine and fix the amount in Individual Accounts which had been established as of the last preceding Valuation Date and which had not been terminated on the Valuation Date. The amount in each Individual Account will be determined as follows:
- (1) Determine the total account balances for all the Individual Accounts as of the last preceding Valuation Date, less the total of all Individual Accounts terminated, and all loans made, subsequent to the last preceding Valuation Date.
 - (2) Determine the total of all non-investment expenses paid by the Fund for the period including non-investment expenses carried forward from prior Valuation Periods.
 - (3) Divide (2) by the number of Individual Accounts which were in existence on both Valuation Dates. The result, subject to a maximum annual charge of \$20.00 or a maximum quarterly charge of \$5.00, is the per capita Administrative Expense Charge.
 - (4) Multiply (3) times the number of Individual Accounts which were in existence on both Valuation Dates. The result is the total basic non-investment expense.
 - (5) Subtract (4) from (2).
 - (6) Determine the net investment income earned by the Fund during the period including all capital appreciation or depreciation determined on the basis of the Fund's Asset Value.
 - (7) To the extent that (5) exceeds 10% of (6), the excess amount will be carried forward to subsequent Valuation Periods, until completely allocated.
 - (8) Choose the smaller of (5) or 10% of (6).
 - (9) Subtract (8) from (6).

- (10) Add (1) to (9).
 - (11) Divide (10) by (1).
 - (12) Ascertain the amount of Contributions actually received on behalf of the Employee and credited to his or her Individual Account between the two Valuation Dates.
 - (13) Take the amount in the Individual Accounts as of the last preceding Valuation Date (less outstanding loans and interest and less any additional loans made after the preceding Valuation Date) and multiply this amount by the factor in (11), subtract (3), and then add (12) and any loan interest and principal repayments made in the period. The result is the amount in each Individual Account as of the new Valuation Date.
 - (14) In no event will the non-investment expense charges levied against an Individual Account during a Valuation Period exceed the investment income allocated to the Individual Account during that Valuation Period. All non-investment expenses which exceed investment income on Individual Accounts will be added to any amount in (7) and carried forward to subsequent Valuation Periods.
- (C) For the Valuation on May 31, 1991, and subsequent Valuations ending with the Valuation on February 28, 1997, the Board will determine and fix the amount in Individual Accounts which had been established as of the last preceding Valuation Date. The amount in each Individual Account will be determined as follows:
- (1) Determine the total account balances for all the Individual Accounts as of the last preceding Valuation Date, less the total of all Individual Accounts terminated, and all loans made, subsequent to the last preceding Valuation Date.
 - (2) Determine the total of all non-investment expenses paid by the Fund for the period including non-investment expenses carried forward from prior Valuation Periods.
 - (3) Divide (2) by the number of Individual Accounts which were in existence on both Valuation Dates. The result, subject to a maximum annual charge of \$100.00 or a maximum quarterly charge of \$25.00, is the per capita Administrative Expense Charge.
 - (4) Multiply (3) times the number of Individual Accounts which were in existence on both Valuation Dates. The result is the total basic non-investment expense.
 - (5) Subtract (4) from (2). Any excess amount will be carried forward to subsequent Valuation Periods, until completely allocated.
 - (6) Determine the net investment income earned by the Fund during the period including all capital appreciation or depreciation determined on the basis of the Fund's Asset Value.
 - (7) Add (1) to (6).
 - (8) Divide (7) by (1). This is the investment allocation factor.
 - (9) Ascertain the amount of Contributions actually received on behalf of the Employee and credited to his or her Individual Account between the two Valuation Dates.
 - (10) Take the amount in the Individual Accounts as of the last preceding Valuation Date (less outstanding loans and interest and less any additional loans made after the preceding Valuation Date) and multiply this amount by the factor in (8), subtract the expenses determined in (3), and then add the Contributions

determined in (9) and any loan interest and principal repayments made in the period. The result is the amount in each Individual Account as of the new Valuation Date.

- (11) If the basic expense charge levied against an Individual Account causes the balance to be less than zero, then the basic expense charge will be reduced so that the balance equals zero. The total of all reductions will be added to any amount in (5) and carried forward to subsequent Valuation Periods.
- (D) For the Valuation on May 31, 1997, and subsequent Valuations through August 31, 1998, the Board will determine and fix the amount in Individual Accounts which had been established as of the last preceding Valuation Date. The amount in each Individual Account will be determined as follows:
- (1) Determine the total account balances for all the Individual Accounts as of the most recent Valuation Date, less the total of all Individual Accounts terminated and all loans made, subsequent to the most recent Valuation Date.
 - (2) Determine the total of all non-investment expenses paid by the Fund for the period including non-investment expenses carried forward from prior Valuation Periods.
 - (3) Divide (2) by the number of Individual Accounts which were in existence on both Valuation Dates. The result, subject to a maximum annual charge of \$100.00 or a maximum quarterly charge of \$25.00, is the per capita Administrative Expense Charge.
 - (4) Multiply (3) by the number of Individual Accounts which were in existence on both Valuation Dates. The result is the total basic non-investment expense.
 - (5) Subtract (4) from (2). Any excess amount will be carried forward to subsequent Valuation Periods, until completely allocated.
 - (6) Determine the net investment income earned by the Fund during the period including all capital appreciation or depreciation determined on the basis of the Fund's Asset Value.
 - (7) Add (1) to (6).
 - (8) Divide (7) by (1). This is the investment allocation factor.
 - (9) Ascertain the amount of Contributions required to be made on behalf of the Employee and credited to his or her Individual Account between the two Valuation Dates.
 - (10) Take the amount in the Individual Accounts as of the most recent Valuation Date (less outstanding loans and interest and less any additional loans made after the preceding Valuation Date) and multiply this amount by the factor in (8), subtract the expenses determined in (3), and then add the Contributions determined in (9) and any loan interest and principal repayments made in the period. The result is the amount in each Individual Account as of the new Valuation Date.
 - (11) If the basic expense charge levied against an Individual Account causes the balance to be less than zero, then the basic expense charge will be reduced so that the balance equals zero. The total of all reductions will be added to any amount in (5) and carried forward to subsequent Valuation Periods.
- (E) For the Valuation on November 30, 1998, and subsequent Valuations through May 31, 2002, the Board will determine and fix the amount in Individual Accounts which had

been established as of the most recent Valuation Date. The amount in each Individual Account will be determined as follows:

- (1) Determine the total account balances for all the Individual Accounts as of the most recent Valuation Date, less the total of all Individual Accounts terminated and all loans made, subsequent to the most recent Valuation Date.
 - (2) Determine the total of all non-investment expenses paid by the Fund for the period (including non-investment expenses carried forward from prior Valuation periods for the November 30, 1998 Valuation only).
 - (3) Divide (2) by the number of Individual Accounts which were in existence on both Valuation Dates. The result is the per capita Administrative Expense Charge.
 - (4) Determine the net investment income earned by the Fund during the period including all capital appreciation or depreciation determined on the basis of the Fund's Asset Value, adjusted for all investment related expenses, and any Contributions owed for periods of Qualified Military Service.
 - (5) Add (1) to (4).
 - (6) Divide (5) by (1). This is the investment allocation factor.
 - (7) Ascertain the amount of Contributions required to be made on behalf of the Employee (including those required to be made on account of Qualified Military Service) and credited to his or her Individual Account between the two Valuation Dates.
 - (8) Take the amount in the Individual Accounts as of the most recent Valuation Date (less outstanding loans and interest and less any additional loans made after the preceding Valuation Date) and multiply this amount by the factor in (6), subtract the expenses determined in (3), and then add the Contributions determined in (7) and any loan interest and principal repayments made in the period. The result is the amount in each Individual Account as of the new Valuation Date.
- (F) For the Valuation Date on August 31, 2002, and subsequent Valuations through May 31, 2007, the Board will determine and fix the amount in Individual Accounts which had been established as of the most recent Valuation Date. The amount in each Individual Account will be determined as follows:
- (1) Determine the total account balances for all the Individual Accounts as of the most recent Valuation Date, less the total of all Individual Accounts terminated and all loans made, subsequent to the most recent Valuation Date.
 - (2) Determine the total of all non-investment expenses paid by the Fund for the period.
 - (3) Divide (2) by the number of Individual Accounts which were in existence on both Valuation Dates. The result is the per capita Administrative Expense Charge.
 - (4) Determine the total account balances for all the Professionally Managed Subaccounts as of the most recent Valuation Date, less the total of all Professionally Managed Subaccounts terminated and all loans made, subsequent to the most recent Valuation Date.
 - (5) Determine the net investment income earned by all the Professionally Managed Subaccounts during the period including all capital appreciation or depreciation determined on the basis of the Fund's Asset Value, adjusted for all investment

related expenses for all the Professionally Managed Subaccounts, and any Contributions owed for periods of Qualified Military Service.

- (6) Add (4) to (5).
 - (7) Divide (6) by (4). This is the investment allocation factor for the Professionally Managed Subaccounts.
 - (8) Determine the total account balances for all of the Self Directed Subaccounts as of the Valuation Date in accordance with Section 2.2(H).
 - (9) Ascertain the amount of Contributions required to be made on behalf of the Employee (including those required to be made on account of Qualified Military Service) and credited to his or her Individual Account between the two Valuation Dates.
 - (10) Take the amount in the Professionally Managed Subaccounts as of the most recent Valuation Date (less outstanding loans and interest and less any additional loans made after the preceding Valuation Date) and multiply this amount by the factor in (7), add the Subaccount balance in (8), subtract the expenses determined in (3), and then add the Contributions determined in (9) and any loan interest and principal repayments made in the period. The result is the amount in each Individual Account as of the new Valuation Date.
- (G) For the Valuation Date on August 31, 2007, and subsequent Valuations through August 31, 2014, the Board will determine and fix the amount in Individual Accounts, which had been established as of the most recent Valuation Date. The amount in each Individual Account presented on each participant statement will be determined as follows:
- (1) Take each Employee's subaccount as of the most recent Valuation Date, less any portion of each Employee's Professionally Managed Subaccount that was distributed in accordance with Section 3 subsequent to the most recent quarterly Valuation Date, less any portion of each Employee's Professionally Managed Subaccount as of the most recent Valuation Date that was transferred out of the Employee's Professionally Managed Subaccount during the three-month period being valued, less each Employee's subaccount that was Frozen subsequent to the most recent Valuation Date. The result is each Employee's Professionally Managed Subaccount Valuation basis.
 - (2) Determine the total of all non-investment expenses paid by the Fund during the three-month period being valued.
 - (3) Divide (2) by the number of Individual Accounts in existence in either a Professionally Managed Subaccount or a Self- Directed Subaccount as of both the most recent Valuation Date and the current Valuation Date. The result is the current per capita Administrative Expenses Charge.
 - (4) Determine the total balance of all Professionally Managed Subaccounts established in (1).
 - (5) Determine the net investment income earned by all Professionally Managed Subaccounts during the three-month period being valued, including all capital appreciation or depreciation determined on the basis of the Fund's Asset Value, less investment-related expense for all Professionally Managed Subaccounts, less earnings/losses allocated during any Partial Quarterly Valuations as defined in Section 2.2 (K) during the three month period being valued, less any Contributions owed for periods of Qualified Military Service.

- (6) Divide (5) by (4). The result is the Quarterly Investment Allocation Earning/Loss Factor for total Professionally Managed Subaccounts.
 - (7) Multiply each Employee's Professionally Managed Subaccounts Valuation basis determined in (1) in existence as of both the most recent Valuation Date and the current Valuation Date by (6). The result is the Employee's Quarterly Net Investment Allocation Earnings/Losses for the Professionally Managed Subaccount.
 - (8) Determine the amount of Contributions required to be made on behalf of each Employee and credit to his or her Individual Account, including those Contributions required to be made as a result of Qualified Military Service. Subtract any Contributions required to be made during the current three-month period being valued that were transferred out of each Employee's Professionally Managed Subaccount. The result is each Employee's required Contributions.
 - (9) Add (1) (each Employee's Professionally Managed Subaccounts Valuation basis), plus (8) (each Employee's required Contributions), plus the activity created by any Partial Quarterly Valuation, including transfers in or out and partial quarter earnings/losses in accordance with Section 2.2 (K), plus (7) (each Employee's Quarterly Net Investment Allocation Earnings/Loss for the Professionally Managed Subaccount), less (3) (the current per capita administrative expense charge), plus any loan interest and loan principal payments made during the current three-monthly period being valued, plus the Employee's Self Directed Subaccount balance as determined in Section 2.2 (I) as of the end of the current three-month period being valued. The result is each Employee's Individual Account balance as of the current Valuation Date.
- (H) For the Valuation Date on November 30, 2014, and subsequent Valuations on the last day of each successive three-month period, the investment fund(s) of the Trust shall be valued at fair market value, and the Board will determine and fix the amount in Individual Accounts, which had been established as of the most recent Valuation Date. The amount in each Individual Account presented on each participant statement will be determined as follows:
- (1) The value of the Employee's Professionally Managed Subaccount balance as of the most recent Daily Valuation Date;
 - (2) The income, loss, appreciation and depreciation (realized and unrealized) apportioned to a Participants' Professionally Managed Subaccount based upon the value of the Professionally Managed Subaccount as of the most recent Daily Valuation Date;
 - (3) Less the per capita Administrative Expenses Charge, which is the total of all non-investment expenses paid by the Fund during the three-month period being valued, divided by the number of Individual Accounts in existence in either a Professionally Managed Subaccount or a Self-Directed Subaccount as of both the most recent Valuation Date and the current Valuation Date;
 - (4) Plus the Employee's Self-Directed Subaccount balance.
- (I) As soon as practicable after each Valuation Date the Board will determine and fix the amount in each Individual Account which was established since the most recent Valuation Date. In each case the amount in an Individual Account will be the amount of the Contributions due for hours during the three-month period between Valuations, without adjustments.

- (J) Effective July 1, 2002, with respect to the Participant's Self Directed Subaccounts, as of each Daily Valuation Date, the underlying directed investment funds shall be valued at fair market value, and the income, loss, appreciation and depreciation (realized and unrealized), and any paid expenses of the Annuity Fund attributable to each such investment fund shall be apportioned among the Participant's Individual Accounts within the investment fund based upon the value of each Account within the investment fund as of the preceding Daily Valuation Date.
- (K) Effective July 1, 2002, with respect to the Participant's Professionally Managed Subaccount, as of each Daily Valuation Date, the underlying investment fund shall be valued at fair Market Value, and the income, loss, appreciation and depreciation (realized and unrealized), and any paid expenses of the Annuity Fund attributable to each such investment fund shall be apportioned among the Participant's Individual Accounts within the investment fund based upon the value of each Account within the investment fund as of the preceding Daily Valuation Date.

(L)(1) **For Mid-Quarter Transfers into or out of an Employee's Professionally Managed Subaccount:**

Effective June 1, 2007 through November 1, 2014, upon any non-termination event resulting in either a mid-quarterly inbound transfer into an Employee's Professionally Managed Subaccount, or a mid-quarterly outbound transfer from the Employee's Professionally Managed Subaccount, that Employee's Professionally Managed Subaccount will undergo a Partial Quarterly Valuation.

Partial Quarterly Valuations will apply a pro-rata portion of the professionally managed daily investment earnings/losses. Such investment earnings/losses shall be applied only for those days that the balance, or partial balance, resided in the Employee's Professionally Managed Subaccount. Upon any non-termination event calling for a Partial Quarterly Valuation, the amount of earnings, losses, appreciation, and depreciation to be applied to the Employee's account will be determined as follows:

- (a) Those portions of a Participant's Employee account that were professionally managed for a portion of a quarter will be valued on a daily basis. The Daily Valuation factor shall be determined based on fair Market Value. The Daily Valuation shall be applied to each portion of the Participant's Professionally Managed Individual Subaccount balance.
- (b) **Sub-Balance:**
 - (i) Prior to the allocation of the Daily Valuation factor, the Employee's Professionally Managed account is to be segregated into Sub-Balances. The first Sub-Balance will be that portion of the Employee's account that resided in the Professionally Managed Subaccount as of the most recent Quarterly Valuation Date, less any outbound transfers deducted from the Sub-Balance during the period being valued.
 - (ii) Inbound Transfers: An additional Sub-Balance will account for each inbound transfer into the Employee's Professionally Managed Subaccount that was transferred in subsequent to the most recent Valuation Date, less any outbound transfers deducted from the Sub-Balance during the period being valued. Outbound transfers are deducted from Sub-Balances on a last-in-first-out basis.
 - (iii) Outbound Transfers: Upon receipt of a valid instruction authorizing a mid-quarterly outbound transfer of all, or a portion of, an Employee's Professionally Managed Subaccount, a deduction from the appropriate

Sub-Balance(s) will be made and earnings/losses assessed through the date of transfer. Outbound transfers are deducted from Sub-Balances on a last-in-first-out basis. When a specific dollar amount is requested for transfer, earnings/ losses will be calculated in accordance with 2.2 (K)(1)(f) and added/subtracted to principal to arrive at the specified amount. When a request of a transfer of a percentage of the subaccount is submitted, the transfer will include earnings/losses on the principal being transferred.

- (c) Determine the aggregate total of all Professionally Managed Subaccount balances as of the most recent Valuation Date including Frozen Accounts being held in abeyance, less the total of all Professionally Managed Subaccounts distributed subsequent to the most recent Valuation Date net of earnings, less Professionally Managed Subaccounts transferred out subsequent to the most recent Valuation Date net of earnings, plus amounts transferred to Professionally Managed Subaccounts.
- (d) Determine fair Market Value of all professionally managed assets held, less any contributions received during the partial quarter being valued. Establish the difference between this number and the adjusted basis in item 2.2 (K)(1)(c).
- (e) Divide (d) by (c). This is the daily Investment Allocation Earnings/Losses Factor for the Professionally Managed Subaccounts. For Sub-Balances that were transferred mid-quarter, pro-rate the daily investment allocation for the specific time period applicable for the Sub-Balance, on a last-in-first-out basis.
- (f)(i) Sub-Balances determined in 2.2 (K)(1)(b)(i) do not receive a Partial Quarterly Valuation and are valued in accordance with Section 2.2 (G). Only Sub-Balances determined in 2.2 (K)(1)(b)(ii) and 2.2 (K)(1)(b)(iii) that resulted from a Mid-Quarter Transfer into or out of an Employee's Professionally Managed Subaccount receive a Partial Quarterly Valuation. Sub-Balances only receive Partial Quarterly Valuation earnings/losses for the actual period of time the Sub-Balance, or portions thereof, resided in the Professionally Managed Subaccount.
- (f)(ii) Multiply each separate Sub-Balance in (b), that was transferred into the Professionally Managed Subaccount subsequent to the most recent Valuation Date, or those portions of the Professionally Managed Subaccount that are being transferred out, by that Sub-Balance's appropriate pro-rated daily investment allocation factor (e) to determine the pro-rated Net Investment Earnings/Losses earned on each Professionally Managed Subaccount between either the most recent Valuation Date and the date the Partial-Quarterly Valuation is performed, or if later, between the date that an inbound transfer was transferred into the Employee's Professionally Managed Subaccount and the date the Partial Quarterly Valuation is performed. Inbound transfers receive a Partial Quarterly Valuation between the date the transfer occurs through the earlier of the date the inbound transfer is subsequently transferred out of the account, or the last day of the quarter in which the transfer occurred. Outbound transfers receive a Partial Quarter Valuation for the period beginning the later of the beginning of the quarter in which the transfer occurred or the date the amount was transferred into the Professionally Managed Subaccount and the date the transfer occurs. This is the Employee's Professionally Managed Subaccount pro-rated net investment earnings/losses for those Sub-Balances receiving a Partial Quarterly Valuation.

(L)(2) **Mid-Quarter Distributions:**

Effective June 1, 2007 through November 1, 2014, upon the happening of an event resulting in a Mid-Quarter Distribution of all or part of an Employee's Professionally Managed Subaccount, that Employee's Professionally Managed Subaccount will receive a Partial Quarterly Valuation. Partial Quarterly Valuations apply a pro-rata portion of the professionally managed daily investment earnings/losses. Such investment earnings/losses shall be applied only for those days that the balance, or partial balance, resided in the Employee's Professionally Managed Subaccount. Upon the happening of any event calling for a Partial Quarterly Valuation, the amount of earnings, losses, appreciation, and depreciation to be applied to the Employee's account will be determined as follows:

- (a) Those portions of a Participant's Individual Account that were professionally managed for a portion of a quarter will be valued on a daily basis. The Daily Valuation factor shall be determined based on fair Market Value. The Daily Valuation shall be applied to each portion of the Participant's Professionally Managed Individual Subaccount balance.
- (b) Prior to the allocation of the Daily Valuation factor, the Employee's Professionally Managed account is to be segregated into Sub-Balances. The first Sub-Balance will be that portion of the Employee's account that resided in the Professionally Managed Subaccount as of the most recent preceding Quarterly Valuation Date, less any outbound transfers deducted from the Sub-Balance during the period being valued. An additional Sub-Balance will account for each inbound transfer transferred into the Employee's Professionally Managed Subaccount subsequent to the most recent Valuation Date, less any outbound transfers deducted from the Sub-Balance during the period being valued. Outbound transfers are deducted from Sub-Balances on a last-in-first-out basis. When a specific dollar amount is requested for a partial distribution, earnings/losses will be calculated in accordance with (f) and added/subtracted to principal to arrive at the specified amount. When a request of a partial distribution of a percentage of the Subaccount is submitted, the transfer will include earning/losses on the principal being distributed.
- (c) Determine the aggregate total of all Professionally Managed Subaccount and Frozen Account balances held in abeyance as of the most recent Valuation Date, less the total of all Professionally Managed Subaccounts distributed subsequent to the most recent Valuation Date, net of earnings, less Professionally Managed Subaccounts transferred out subsequent to the most recent Valuation Date net of earnings, plus amounts transferred to Professionally Managed Subaccounts.
- (d) Determine fair Market Value of all professionally managed assets held, less any contributions received during the partial quarter being valued. Establish the difference between this number and the adjusted basis in item (c) above.
- (e) Divide (d) by (c). This is the daily Investment Allocation Earnings/Losses Factor for the Professionally Managed Subaccounts. For Sub-Balances that were transferred mid-quarter, pro-rate the daily investment allocation for the specific time period applicable for the Sub-Balance, on a last-in-first-out basis.
- (f) Multiply each separate Sub-Balance in (b), less any outbound transfers, by that Sub-Balance's appropriate pro-rated daily investment allocation factor (e) to determine the pro-rated net investment earnings/loss on each Professionally Managed Subaccount. Sub-Balances only receive Partial Quarterly Valuation earnings/losses for the actual period of time the Sub-Balance, or portions thereof,

resided in the Professionally Managed Subaccount. Earnings/losses are calculated between either, the most recent Valuation Date and the date the Partial Quarterly Valuation is performed, or if a Sub-Balance is transferred into the account subsequent to the most recent Valuation Date, then between the date of the inbound transfer and the day the Partial Quarterly Valuation is performed. This is the Employee's Professionally Managed Subaccount pro-rated net investment earnings/losses for those Sub-Balances receiving a Partial Quarterly Valuation.

- (g) Add each Sub-Balance's pro-rate daily investment factor earnings/losses derived in (f). This is the Employee's Professionally Managed Subaccount net investment earnings/losses for those Sub-Balances receiving a Partial Quarterly Valuation.
- (h) Determine the amount of Contributions required to be made on behalf of the Employee and credit to his or her Individual Account, including those Contributions required to be made subject to Qualified Military Service during the partial quarter being valued. Subtract any Contributions required to be made, during the current period being valued, that were transferred out of the Employee's Professionally Managed Subaccount.
- (i) Add each Sub-Balance residing in the Professionally Managed Subaccount as of the date of the Partial Quarterly Valuation (b). Add the Employee's required Contributions as determined in (h), plus the partial quarter investment earnings/losses determined in (g), plus any loan interest and loan principal payments made during the partial period being valued. The result is the amount of the Individual Account available for distribution.

- 2.3 An Individual Account will be considered terminated in the month in which payment of the Accumulated Share is made, or commenced if on a monthly basis.
- 2.4 The Board may, at any time, uniformly reduce the amount in each Individual Account so that in no event on any Valuation Date will the total amounts in all Individual Accounts plus amounts established for expenses and reserves at that time, exceed the Asset Value of the total net assets of the Fund. If this should occur, then all existing Individual Accounts will automatically be proportionately reduced so that the total of all Individual Accounts plus amounts established for expenses and reserves is not more than the Asset Value of the total net assets.
- 2.5 The fact that Individual Accounts are established and valued as of each Valuation Date does not give any Employee or others any right, title or interest in the Fund or its assets, or in the Individual Account, except at the time or times and upon the terms and conditions of the Plan. Subject to these terms, an Employee's right to the value of the assets in his or her Individual account is non-forfeitable from the time that the Individual Account is established.
- 2.6 As soon as practicable before the close of each Fiscal Year, each Participant who has an Individual Account will receive a statement reflecting the balance of his or her Individual account as of the most recent Valuation Date.
- 2.7 Effective July 1, 2002, subject to the rules and procedures established by the Board, each Participant (or in the event of the death of a married Participant, the Participant's surviving Spouse Beneficiary, or in the event of a Qualified Domestic Relations Order, a former Spouse or Alternate Payee) will be permitted to designate any portion of his or her Individual Account and may direct the investment of his or her Self Directed Subaccount among the investment funds made available under the Plan. The balance of any such Individual Account will be invested in the Professionally Managed Subaccount described in Section 1.27.

SECTION 3. BENEFITS AND ELIGIBILITY

A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Plan is entitled upon retirement or termination of participation to receive the benefits provided herein. Benefit payments will be payable commencing on the Annuity Starting Date.

3.1 (A) (1) **For distributions effective April 1, 1997 through June 30, 2002.**

Upon the happening of any event calling for the payment of any annuity, lump-sum amount, or other benefit from this Fund, the amount to be paid, subject to the specific provisions of the following Sections, will be the Employee's "Accumulated Share" which is the Employee's Individual Account as of the last preceding Valuation Date plus interest on the Individual Account calculated using the investment allocation factor determined for the last Valuation multiplied by the fraction: the number of days from the last Valuation Date until the date the application is approved by the Board divided by ninety (90), less any outstanding loans and accrued interest due from the Employee plus all Contributions required to be made with respect to the work of the Employee and all loan interest and principal repayments by the Employee since the most recent Valuation Date.

(2) **For distributions effective July 1, 2002 through May 31, 2007.**

Upon the happening of any event calling for the payment of any annuity, lump-sum amount, or other benefit from this Fund, the amount to be paid, subject to the specific provisions of the following Sections, will be the Employee's "Accumulated Share" which is the Employee's Individual Account as of the last Daily Valuation Date prior to the date the application is approved by the Board, less any outstanding loans and accrued interest due from the Employee plus all Contributions required to be made with respect to the work of the Employee and all loan interest and principal repayments by the Employee since the most recent Valuation Date.

(3) **For distributions effective June 1, 2007 through October 31, 2014.**

Upon the happening of any event calling for the payment of any annuity, lump-sum amount, or other benefit from this Fund, the amount to be paid, subject to the specific provisions of the following Sections, will be the Employee's "Accumulated Share" which is the Employee's Individual Account as of the last Daily Valuation Date prior to the date that the balance, or partial balance, resided in the Employee's Professionally Managed Subaccount after receiving a Partial Quarterly Valuation as defined in Section 2.2(L)(2), less any outstanding loans and accrued interest due from the Employee plus all Contributions required to be made with respect to the work of the Employee and all loan interest and principal repayments by the Employee since the most recent Valuation Date.

(4) **For distributions effective November 1, 2014 and thereafter.**

Upon the happening of any event calling for the payment of any annuity, lump-sum amount, or other benefit from this Fund, the amount to be paid, subject to the specific provisions of the following Sections, will be the Employee's "Accumulated Share" which is the Employee's Individual Account as of the last Daily Valuation Date prior to the date that the balance, or partial balance, resided in the Employee's Professionally Managed Subaccount.

- (B) For the purpose of determining the Accumulated Share pursuant to paragraph (A) of this Section, the happening of the event calling for a payment shall be deemed to be the last Daily Valuation prior to the date that the balance, or partial balance, resided in the Employee's Professionally Managed Subaccount.

- (C) An Employee who has Retired, as defined in Section 3.2(A), may elect in writing to defer the payment of his or her Accumulated Share, in which case, the happening of an event calling for a payment pursuant to paragraph (A) of this Section is deemed to be the last Daily Valuation Date prior to the date that the balance, or partial balance, resided in the Employee's Professionally Managed Subaccount.
 - (D) The failure of a Participant (or the Spouse in the event of the death of the Participant or if the form of distribution is other than a qualified joint and survivor annuity) to consent to an immediate distribution of any part of accrued benefits will be treated as an election to defer the required form of benefits to age 62. In no event will a Participant be allowed to defer receipt of benefits to the extent that it creates a death benefit that is more than incidental.
 - (E) Notwithstanding anything herein to the contrary, the distribution of a Participant's Accumulated Share will commence by no later than his or her Required Beginning Date.
- 3.2 (A) In the event that an Employee Retires, the amount in his or her Individual Account, if any, will be paid to the Employee in accordance with Section 3.4 of the Plan and payment will begin no later than the 60th day after the close of the plan year in which his or her Retirement occurs. Retirement by an Employee is established by:
- (1) Attainment of age 62 and no Contributions to the Employee's Individual Account for at least three consecutive months; or
 - (2) Subject to the Plan's Prohibited Employment rules and policies, regardless of age, there has been less than 300 hours of Prohibited Employment within the Building and Construction Industry and no hours of work in Non-covered Employment within each of the two 12 consecutive month periods immediately preceding Retirement; or
 - (3) Entitlement to a Social Security Disability Benefit; or
 - (4) Receipt of a pension from the Carpenters Pension Trust Fund for Northern California; or
 - (5) Cessation of Contributions to the Employee's Individual Account and qualification for a hospice program; or
 - (6) Enlistment for regular active duty in the Armed Forces of the United States, whether enlistment is voluntary or as a result of being drafted under a national conscription law, if any.
- (B) The Board may require any documentary proof or other evidence it deems necessary or desirable to implement this Section.
- 3.3 (A) (1) (a) Unless otherwise provided in paragraph (A)(1)(b) or in Section 3.5, or otherwise elected under paragraph (A)(2), the Spouse of a deceased Participant who was not an Annuitant will receive a survivor benefit upon the Participant's death in the form of an immediate annuity payable monthly for the Spouse's lifetime in an amount that has been determined to be the Actuarial Equivalent of the Participant's Accumulated Share at the time of the Participant's death, subject to the provisions of the Retirement Equity Act of 1984. Notwithstanding the foregoing, any security interest held by the Plan by reason of a loan outstanding to the Participant will be taken into account in determining the amount of the qualified pre-retirement survivor annuity. Payments to a Participant's eligible Spouse and/or Beneficiary will be made or commence as soon as practicable after a Participant's or former Participant's death.

- (b) Notwithstanding anything to the contrary, a survivor annuity payable monthly for the lifetime of a deceased Participant's Spouse will not be provided unless the Participant and his or her Spouse had been married throughout the one-year period ending on the Participant's date of death.
- (2) (a) A Participant who is not an Annuitant will be provided with a written explanation of the pre-retirement survivor annuity no later than the end of the three-year period beginning with the first day of the first Fiscal Year for which the individual is a Participant. This explanation will describe the terms and conditions of the pre-retirement survivor annuity and the Participant's right to make and the effect of any election to waive the pre-retirement survivor annuity coverage with the consent of his or her Spouse and the right to make and the effect of a revocation of any election by the Participant or the Spouse. A Participant must make this election or revocation in writing, in the form and manner required by the Board that designates an individual other than his or her Spouse to receive his or her Accumulated Share in the event of his or her death prior to Retirement. This election or revocation may be made at any time and any number of times and must be in accordance with IRC §417(c) and Regulations 1.401(a)-20 and will not take effect unless:
 - (i) The Spouse of the Participant consents in writing to such election; the election designates a beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse); and the Spouse's consent acknowledges the effect of the election and is witnessed by a designated Plan representative or a notary public; or
 - (ii) It is established to the satisfaction of a designated Plan representative that the consent required under subparagraph (A)(2)(a)(i) may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of any other circumstances as the Secretary of the Treasury may by regulations prescribe.
 - (b) Any consent by a Spouse (or establishment that the consent of a Spouse cannot be obtained) is effective only with respect to that Spouse.
- (B) Unless otherwise provided in Section 3.5, the Spouse of a deceased Participant may elect a form of distribution of the Participant's Accumulated Share on the same terms as set forth in Section 3.4 (B), subject to the provisions of the Retirement Equity Act of 1984, in lieu of any other benefit to which the Spouse is entitled under the Plan.
 - (C) Notwithstanding anything herein to the contrary, in the event of the death of a Participant who was not an Annuitant, the distribution of a Participant's Accumulated Share at the time of his or her death to a Beneficiary other than the Spouse to whom the Participant had been married throughout the one-year period ending on the Participant's date of death will be paid to his or her Beneficiary in a lump sum.
- 3.4 (A) (1) Unless otherwise provided in Section 3.5, or otherwise elected under paragraph (A)(2), a married Participant who becomes entitled to receive his or her Accumulated Share upon Retirement on or after August 23, 1984, as defined in Section 3.2(A), will receive payments under the Plan in the form of a joint and 50% survivor annuity, which provides monthly payments for the life of the Participant and continues monthly payments upon the Participant's death for the life of his Spouse in an amount equal to 50% of the rate at which that benefit was payable to the Participant during his or her lifetime. The benefit payments under

the joint and 50% survivor annuity will be the Actuarial Equivalent of the Participant's Accumulated Share at the time of the Participant's Retirement.

A married Participant who becomes entitled to receive payment of his or her Accumulated Share on and after September 1, 2008 may elect to receive a joint and 75% survivor annuity in lieu of the joint and 50% survivor annuity. Under the joint and 75% survivor annuity, the monthly amount to be paid to the surviving Spouse is seventy-five percent (75%) of the monthly amount which was payable during the Participant's lifetime. The benefit payments under the joint and 75% survivor annuity will be the Actuarial Equivalent of the Participant's Accumulated Share at the time of the Participant's Retirement.

- (2)(a) Any married Participant who becomes entitled to receive his or her Accumulated Share upon Retirement on or after August 23, 1984 may elect to waive payment of his or her Accumulated Share in the form of a joint and 50% survivor annuity by making a written election, in the form and manner required by the Board within the 180-day period ending on his or her benefit commencement date, that directs payment of his or her Accumulated Share in another form allowed under paragraph (B). This written election will not take effect unless:
 - (i) The Spouse of the Participant consents in writing to the election; the election designates a beneficiary (or a form of benefits) which may not be changed without spousal consent (or the consent of the Spouse expressly permits designations by the Participant without any requirement of further consent by the Spouse); and the Spouse's consent acknowledges the effect of the election and is witnessed by a designated Plan representative or a notary public; or
 - (ii) It is established to the satisfaction of a designated Plan representative that the consent required under paragraph (A)(2)(a)(i) may not be obtained because there is no Spouse, because the Spouse cannot be located, or because of any other circumstances as the Secretary of the Treasury may by regulations prescribe.
- (b) Any consent by a Spouse (or establishment that the consent of a Spouse cannot be obtained) is effective only with respect to that Spouse.
- (3) Notwithstanding anything herein to the contrary, effective for Annuity Starting Dates occurring on and after September 1, 2008, a Participant who elects to waive the Joint and 50% Survivor Annuity shall be entitled to elect a 75% Qualified Optional Survivor Annuity. Under this option, the annuity paid is reduced for the life of the Participant and a survivor annuity is payable to a surviving Spouse which is equal to 75% of the reduced amount payable during the joint lives of the Participant and Spouse.
- (4) A Participant who is not married will receive payments under the Plan in the form of a single life annuity unless he or she elects another form of benefit within the 180-day period ending on his benefit commencement date.
- (5) Notwithstanding anything herein to the contrary, a Participant whose named Beneficiary is other than the Spouse will not receive a distribution which is less than that required under Internal Revenue Code Regs. 1.401(a)(9)-2.
- (6) Upon attainment of the Required Beginning Date, in lieu of any other payment form available under the Plan, a Participant may elect to receive an annual distribution of his or her Individual Account balance based on the "minimum required distribution" calculated under IRC §401(a)(9). If the Participant is

married, such election shall be subject to the spousal consent requirements of 3.4(A)(2)(a).

Election of this payment form shall not preclude a Participant from subsequently electing to receive the remaining balance of his or her Individual Account in a lump sum payment as described in Section 3.5(A).

- (B) (1) A Participant or a Participant's Spouse who becomes entitled to receive a Participant's Accumulated Share may elect to receive his or her Accumulated Share in a lump sum, installment payments made by the Fund, or payments from an annuity contract purchased by the Fund. In addition, a qualified rollover distribution may be elected pursuant to the provisions of the 1992 Unemployment Compensation Act. The benefit payments under a periodic form of payment will be the Actuarial Equivalent of the Participant's Accumulated Share at the time of the Participant's Retirement or death, whichever is applicable.
- (2) A Participant receiving installment payments from an Individual Account that was established on or after June 1, 2005, who engages in Prohibited Employment will have such installment payments that may otherwise be due suspended until the earlier of:
 - (a) The Participant's cessation of such Prohibited Employment, or
 - (b) The Participant's attainment of his or her Required Beginning Date.
- (3) (a) Any alternative form of payment must provide for the distribution of the entire interest of the Participant's Accumulated Share over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and his or her designated Beneficiary.
- (b) Notwithstanding anything herein to the contrary, if a Participant dies before the distribution of his or her Accumulated Share has begun, then the entire balance of the Participant's Accumulated Share must be distributed within five years after the death of the Participant unless:
 - (i) Any portion of the Participant's interest is payable to (or for the benefit of) his or her Spouse, whom he or she had designated as his or her Beneficiary;
 - (ii) That portion will be distributed (in accordance with Internal Revenue Code and Regulations) over the life of the Spouse (or over a period not extending beyond the life expectancy of the Spouse); and
 - (iii) The distributions must begin no later than one year after the date of the Participant's death or such later date as the Secretary of the Treasury may by regulations prescribe.
- (C) The rights and benefits of Participants and Spouses regarding survivor annuities enumerated in this Section 3.4 and in Section 3.3 may not be eliminated or reduced because the Plan purchases annuity contracts to provide benefits.
- (D) If a Participant dies while performing Qualified Military Service on or after January 1, 2007, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military serve) provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

- 3.5 (A) Notwithstanding anything herein to the contrary, the Board will direct that the payment of a Participant's Accumulated Share be made in a lump sum upon his or her Retirement, as defined in Section 3.2(A), or upon his or her death, if the value of the Participant's Accumulated Share is not greater than \$5,000.
- (B) Regardless of age, a Participant will be permitted to elect to receive the amount in his or her Individual Account as a lump sum distribution from the Fund if:
- (1) He has fewer than 300 hours of work for which Contributions were required to be made to this Fund in the 24 months immediately preceding his or her election, and
 - (2) The balance in his or her Individual Account is \$2,000 or less, and
 - (3) He has not previously received a lump sum distribution from this Fund.
- 3.6 (A) If an Employee Retires, as described in Section 3.2, or dies, and an application for payment or an election of payment deferral (pursuant to Section 3.1 (C)) of his or her Accumulated Share is not received within three months from the date of his or her Retirement or death, the Board of Trustees will place the Employee's Individual Account in inactive status at the end of the three-month period. Individual Accounts in inactive status continue to be included in all Valuations as described in Section 2.2.
- (B) In the event that there have been no Contributions to an Employee's Individual Account for a period of five years and the Employee cannot be located after reasonable efforts to do so, or if benefits have remained due for that period but have not been claimed by an Annuitant or by a Beneficiary or other person designated in Section 4.5, and the Annuitant, Beneficiary or other person cannot be located after reasonable efforts to do so, the amount in the Individual Account or the benefits due as the case may be, will be used to defray the non-investment expenses of the Fund in accordance with Section 2.2., including any contributions owed for periods of Qualified Military Service. However, if such Employee, Annuitant, Beneficiary or other person subsequently makes a claim for the Frozen amount or benefit, the amount or benefit will become payable to the claimant in the amount accumulated or due, as of the end of the five-year period.
- 3.7 (A) Every Participant must file, before his or her Annuity Starting Date, a written statement on which the Board or other Plan representative is entitled to rely, concerning the Participant's current and prior marital status, including, without limitation, whether or not he or she is currently legally married, and if married, when the marriage occurred. If a Participant states that he or she was not married or that he or she had not been legally married throughout the year before the benefit payments began, no person is entitled to benefits under this Plan on the ground that he or she was in fact, his or her Spouse, or if his or her Spouse, was in fact legally married to him/her throughout the year before his or her benefit payments began.
- (B) Any payment made in good faith on the basis of a written statement of a Participant or Beneficiary will discharge all obligations of the Fund to the extent of that payment, and will entitle the Board to exercise all rights of recoupment or other remedies, including the right to adjust the dollar amount of payments made to a surviving Spouse or other Beneficiary in order to recoup any excess benefits which may have been erroneously paid.
- (C) In the event that a Participant who retires is to receive a qualified joint and survivor form of benefit, the Participant (i) may elect, with the written consent of his or her Spouse to a specified alternate beneficiary or otherwise in the form specified in Section 3.4(A)(2), to waive the joint and survivor annuity, and (ii) may revoke an election to waive the joint and survivor annuity at any time not more than 180-days or less than 30 days before the

Annuity Starting Date, and any number of times within the applicable election period. A Participant and his or her Spouse will in any event have the right to exercise their rights herein provided no less than 30 days and no more than 180-days after they have been provided with a written explanation of the terms and conditions of the joint and survivor annuity, the Participant's right to make, and the effect of, an election to waive such annuity, the rights of his or her Spouse as specified herein, and the right of the Participant to revoke that election and the effect of that revocation.

- (D) The right of a former Spouse or other Alternate Payee to any share of a Participant's benefit, as set forth in a Qualified Domestic Relations Order, takes precedence over any claims of the Participant's Spouse at the time of the retirement or death, to the extent provided by that order or by any federal law or regulation.
- (E) The consent of a Spouse given pursuant to any provision of this Plan may not be revoked, except as specifically provided.

3.8 In the event that a Qualified Domestic Relations Order directs that a portion of a Participant's Accumulated Share be paid to an Alternate Payee, the Board may authorize the distribution of that portion to the Alternate Payee within a reasonable period of time after the determination of the qualified status of the order. If the Alternate Payee is the former Spouse of the Participant, the distribution will only be made upon the conditions that the former Spouse relinquish all right, title or interest in the Participant's Accumulated Share, either under the Qualified Domestic Relations Order or otherwise, and any claim to treatment as the surviving Spouse of the Participant with respect to the Plan or any benefits thereunder, or to be considered a Beneficiary under the Plan.

3.9 **Notice to Participants.**

Within a period of no more than 180 days and no fewer than 30 days before the "Annuity Starting Date" (and consistent with Treasury regulations), the Trustees shall provide the Participant and his or her Spouse, if any, with a written explanation of:

- (a) the terms and conditions of the joint and 50% survivor annuity and the joint and 75% survivor annuity;
- (b) the Participant's right to make and the effect of an election to waive the joint and 50% survivor annuity;
- (c) the right of the Participant's Spouse to consent to any election to waive the joint and 50% survivor annuity;
- (d) the right of the Participant to revoke such election during the 180-day election period that ends on the Annuity Starting Date, and the effect of such revocation;
- (e) the relative values of the various optional forms of benefit under the Plan; and
- (f) the right to defer any distribution and the consequences of failing to defer distribution of benefits including a description of the investment options available under the Plan (including fees) if the commencement of distributions is deferred.

SECTION 4. GENERAL PROVISIONS

- 4.1 As a condition to payment of any benefit, an application for that benefit must be made in writing in a form and manner prescribed by the Board. No benefits will be paid prior to the establishment and crediting of Individual Accounts or prior to the receipt of written confirmation from the Internal Revenue Service of the United States that the Trust is an exempt trust and that the Plan is a qualified plan under the provisions of the Internal Revenue Code, whichever is later.
- 4.2 An Employee entitled to payment of his or her Accumulated Share will receive benefit payments payable commencing on his or her Annuity Starting Date.
- 4.3 An Employee may elect in writing to receive benefits payable at a later month, provided that this election does not postpone the commencement of benefits to a date later than the Required Beginning Date.
- 4.4 If an Employee's Beneficiary is not his or her surviving Spouse, the payment of any benefits under the Plan that become payable on account of the Employee's death will begin no later than one year from the date of such death or, if later, as soon as practicable after the Board learns of the death, and will be distributed in accordance with Section 3.3. If the Beneficiary is the Employee's surviving Spouse, payment of any Plan benefits shall commence not later than the Employee's Required Beginning Date.
- 4.5 Every Employee, Annuitant or Beneficiary must furnish, at the request of the Board, any information or proof reasonably required for the administration of the Plan or for the determination of any matter that the Board may legitimately have before it. Failure to furnish such information or proof promptly and in good faith will be sufficient reason for the denial of benefits to the Employee or Beneficiary, or the suspension or discontinuance of benefits to the Annuitant. The falsity of any statement material to an application or the furnishing of fraudulent information or proof will be sufficient reason for the denial, suspension or discontinuance of benefits under this Plan except to the extent that the benefits are non-forfeitable and, in any such case, the Board will have the right to recover any benefit payments made in reliance on any false statement or fraudulent information or proof.
- 4.6 The Board shall be the sole judge of the standard of proof required in any case. In the application and interpretation of any of the provisions of this Plan, the decisions of the Board shall be final and binding on all parties or persons affected including Employees, Individual Employers, the Union, Annuitants and the Beneficiaries subject only to judicial review as may be in harmony with federal labor law.
- 4.7 (A) An unmarried Participant or Annuitant may designate a Beneficiary to receive any payments due and payable in accordance with Section 3.2 but not actually paid prior to the death of the Participant or Annuitant, or any benefits provided in accordance with Subsection 3.3(C), by forwarding that designation on a form acceptable to the Board to the Fund Office. An unmarried Participant or Annuitant has the right to change his or her designation of Beneficiary without the consent of the Beneficiary, but no change will be effective or binding on the Board unless it is received by the Board prior to the time any payments are made to the Beneficiary whose designation is on file with the Fund Office. If a designated Beneficiary, who had survived the unmarried Participant or unmarried Annuitant and is therefore entitled to the benefit stated in Subsection 3.3(C) dies prior to the receipt of the benefit, benefits will then be paid in accordance with Subsection (B) below.

If more than one Beneficiary is designated, and their respective interests are not specified, the Beneficiaries will share equally.

Notwithstanding the foregoing, a designation of a Beneficiary by a Participant, whether married or unmarried, is subject to the requirements of a Qualified Domestic Relations Order. A designation of a Beneficiary by a married Participant is also subject to the provisions of Section 3.4 and cannot be changed without the consent of the Participant's Spouse in accordance with the procedure provided in that Section.

(B) If there is no valid designation of a Participant's Beneficiary on file or if no designated Beneficiary is alive at the time benefits are payable as a result of the death of a Participant or Annuitant, then payment will be made to the following parties in the following order of priority:

- (1) To the deceased Participant's surviving Spouse; or, if none,
- (2) To the deceased Participant's surviving natural or adopted children in equal shares; or, if none,
- (3) To the deceased Participant's surviving parent or parents in equal shares; or, if none,
- (4) To the deceased Participant's surviving brothers and sisters in equal shares; or if none,
- (5) To the deceased Participant's executor or administrator.

If there is no estate of the Participant, no payment of any kind will be made.

Notwithstanding the foregoing, should a married Participant designate his or her Spouse as Beneficiary and subsequently divorce that Spouse, the designation shall be automatically revoked as of the date of the final divorce or any similar decree or order unless a court order requires the continued designation of the former Spouse as Beneficiary. A Participant who wishes to voluntarily continue to have his or her former Spouse as Beneficiary must complete a new designation of Beneficiary form with the former Spouse shown as the Beneficiary.

4.8 In the event it is determined to the satisfaction of the Board that an Employee or Beneficiary is unable to care for his or her affairs because of mental or physical incapacity, any payment due may be applied, at the discretion of the Board, to the maintenance and support of the Employee or Beneficiary unless, prior to any payment, a claim has been made for any payment by a legally-appointed guardian, committee, or other legal representative appropriate to receive any payments on behalf of the Employee or Beneficiary. Any such payment will completely discharge the Board's liability with respect to such payment.

4.9 (A) Except to the extent otherwise provided by a Qualified Domestic Relations Order, or the equivalent thereof, authorized by the Employee Retirement Income Security Act, the Internal Revenue Code or the Retirement Equity Act, each Employee, Annuitant or Beneficiary under the Plan is restrained from selling, transferring, anticipating, assigning, alienating, hypothecating or otherwise disposing of his annuity, prospective annuity, Individual Account, Accumulated Share or any other right or interest under the Plan, and the Board of Trustees will not recognize, or be required to recognize, any sale, transfer, anticipation, assignment, alienation, hypothecation, or their disposition. Any annuity, prospective annuity, Individual Account, Accumulated Share, right or interest will not be subject in any manner to voluntary transfer or transfer by operation of law or otherwise, and is exempt from the claims of creditors or other claimants and from all orders, decrees, garnishments, executions or other legal or equitable process or proceedings to the fullest extent permissible by the laws of the United States or any regulation. However, in the event that through mistake or any other circumstance an Employee, Annuitant or Beneficiary has been paid or credited with more than the amount to which he is entitled under the Plan or the law or has become obligated to the

Fund under an indemnity agreement or in any other way, the Employee, Annuitant or Beneficiary shall be deemed a constructive trustee of said amounts for the benefit of the Plan, and the Board of Trustees may set off, recoup and recover the amount of any overpayment, excess credit or obligation from benefits accrued or thereafter accruing to the Employee, Annuitant or Beneficiary (or the Beneficiary of the Employee or Annuitant) and not yet distributed, or use any other means as permitted by law.

- (B) The Board shall adopt and prescribe reasonable rules and regulations for the implementation of the Qualified Domestic Relations Order provisions of the Employee Retirement Income Security Act, the Internal Revenue Code, and the Retirement Equity Act.

4.10 **Limitations on Annual Allocations under Section 415.**

- (A) In addition to any other limitations set forth in the Plan and notwithstanding any other provisions of the Plan, effective for Limitation Years beginning on and after July 1, 2008, contributions and other amounts (“annual additions”) under the Plan shall be limited in accordance with section 415 of the Code and the Treasury Regulations thereunder, in accordance with this Section. This Section 4.10 is intended to incorporate the requirements of section 415 of the Code by reference except as otherwise specified herein.

- (B) Definitions.

For purposes of this Section 4.10, the following terms shall have the following meanings.

- (1) 415 Compensation

“415 Compensation” means Compensation as defined in Section 1.12.

- (2) Limitation Year

“Limitation Year” means the calendar year.

- (3) Severance from Employment

“Severance from Employment” has occurred when a Participant is no longer an employee of any Employer maintaining the Plan.

- (C) Limit on Annual Additions.

For Limitation Years beginning on or after July 1, 2007, in no event shall the total annual additions credited with respect to any Participant for a Limitation Year exceed the limits determined in accordance with section 415 of the Code and the Treasury regulations thereunder (the “maximum annual addition”). If a Participant’s total annual additions for a Limitation Year beginning on or after July 1, 2007 would exceed the maximum annual addition for that Limitation Year, annual additions with respect to the Participant shall be frozen or reduced so that the annual additions with respect to the Participant do not exceed the maximum annual addition for that Limitation Year.

- (D) Aggregation of Plans.

- (1) For purposes of applying the limits of this Section 4.10, if a Participant also participates in another tax-qualified defined contribution plan of the Employer that is not a multiemployer plan, only the annual additions under this Plan that are provided by the Employer are aggregated with the annual additions under the other plan.

- (2) In the event that the aggregate annual addition in any Plan Year by a Participant exceeds the limits under section 415 of the Code and the Treasury Regulations

thereunder as a result of the mandatory aggregation of the annual additions under this Plan with the annual additions under another plan maintained by the Employer, the annual additions under such other plan shall be reduced to the extent necessary to comply with section 415 of the Code and the Treasury Regulations thereunder.

(E) General.

- (1) To the extent that a Participant's annual additions are subject to provisions of section 415 of the Code and the Treasury Regulations thereunder that have not been set forth in the Plan, such provisions are hereby incorporated by reference into this Plan and for all purposes shall be deemed a part of the Plan.
- (2) This Section 4.10 is intended to satisfy the requirements imposed by section 415 of the Code and the Treasury Regulations thereunder and shall be construed in a manner that will effectuate this intent. This Section 4.10 shall not be construed in a manner that would impose limitations that are more stringent than those required by section 415 of the Code and the Treasury Regulations thereunder.
- (3) If and to the extent that the rules set forth in this Section 4.10 are no longer required for qualification of the Plan under section 401(a) and related provisions of the Code and the Treasury Regulations thereunder, they shall cease to apply without the necessity of an amendment to the Plan.

(F) Interpretation or Definition of Other Terms

The terms used in this Section 4.10 that are not otherwise expressly defined for this Section, shall be defined as provided in the Plan, or if not defined in the Plan, shall be defined, interpreted and applied for purposes of this Section 4.10 as prescribed in section 415 of the Code and the Treasury Regulations thereunder.

- 4.11 In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, the amount of benefit which an Employee would receive upon termination of the Plan immediately after the merger, consolidation, or transfer will be no less than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had been terminated.
- 4.12 This Section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan administrator, to have any portion of any eligible empl distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

As used in this Section, the following terms will have the following meanings:

- (A) Eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include:
- (1) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more;
 - (2) Any distribution to the extent the distribution is required under Section 401(a)(9) of the Internal Revenue Code;

- (3) A loan offset amount which occurs when, under circumstances set forth in Section 3.2(A) of the Plan calling for a distribution of an Individual Account, the Individual Account is reduced in order to repay the loan; and
 - (4) The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (B) Eligible retirement plan is an individual retirement account described in Section 408(a) of the Internal Revenue Code, an individual retirement annuity described in Section 408(b) of the Internal Revenue Code, or a qualified trust described in Section 403(a) of the Internal Revenue Code, or a qualified trust described in Section 401(a) of the Internal Revenue Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution made on or before December 31, 2001, to the surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

Effective for distributions made after December 31, 2001, an Eligible Retirement Plan shall also include an annuity contract described in section 403(b) of the Code, and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, that accepts the distributee's eligible rollover distribution. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in section 414(p) of the Code.

Effective for distributions made to Beneficiaries after December 31, 2006, an Eligible Retirement Plan is also an individual retirement account described in Section 408(a) of the Internal Revenue Code or an individual retirement annuity described in Section 408(b) of the Internal Revenue Code specifically established for the purpose of receiving the distribution on behalf of the Participant's Beneficiary other than the Participant's surviving Spouse.

Effective for distributions made after December 31, 2007, an Eligible Retirement Plan shall also include a Roth IRA described in Code §408A, subject to the restrictions that currently apply to rollovers from a traditional IRA into a Roth IRA.

- (C) Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the Alternate Payee under a Qualified Domestic Relations Order, as defined in Section 414(p) of the Internal Revenue Code are distributees with regard to the interest of the Spouse or former Spouse.

Effective for distributions occurring after December 31, 2006, a Distributee also includes a Beneficiary as defined in Plan Section 1.8.

Effective for distributions made after December 31, 2007, in the case of a non-spouse beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code §408(a) or §408(b) ("IRA") or a Roth individual retirement account or annuity ("Roth IRA") that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11).

- (D) Direct rollover is a payment by the Plan to an eligible retirement plan specified by the distributee. Effective for eligible rollover distributions made after December 31, 2006, if distributee is not the Participant's surviving spouse, the rollover must be made to an individual retirement plan subject to the requirements of Section 402(c)(11) of the

Internal Revenue Code.

4.13 Eligible Rollover Contributions.

- (A) Any Employee who performs work for an Individual Employer on or after September 1, 1996, may make a rollover contribution to the Fund (including money or any other property acceptable to the Board of Trustees) if:
 - (i) Such contribution is an eligible rollover distribution, as defined in Section 402(c)(4) of the Internal Revenue Code and Treasury Regulation 1.402(c)-2, Q&A 3 and 4, and
 - (ii) Provided that the rollover contribution is a direct transfer from a qualified defined contribution plan into which the Employee's Individual Employer has contributed, and
 - (iii) Provided that such rollover contribution is approved by the Board of Trustees.
- (B) That Employee must complete and sign the Plan's rollover request form and provide any evidence requested by the Board of Trustees, including evidence supporting the satisfaction of the remaining provisions of this Section.
- (C) The rollover contributions will not be considered annual additions for purposes of Section 4.10(B)(1).
- (D) The distribution intended to be rolled over must be an eligible rollover distribution from a qualified plan maintained by the Employee's Individual Employer, as verified by written evidence from the administrator of the distributing plan.
- (E) A Participant's accrued benefit attributable to the rollover distribution will be fully and immediately vested and will be payable in accordance with the terms and conditions of this Plan that pertain to the payment and distribution of Individual Accounts.
- (F) The Board of Trustees will credit the fair market value of any rollover contribution and investment earnings attributable thereto to an Individual Account for the Employee.
- (G) The Board of Trustees may promulgate specific rules and regulations governing all aspects of this Section.

4.14 Benefits will be granted only to the extent that contributions have been received by the Fund from Contributing Employers. The Fund assumes that a Participant's hours and contributions are accurate unless the Participant challenges the accuracy of a quarterly statement within one year of receipt of that statement. Participants should retain check stubs or statements as a basis for checking the accuracy of their benefits. If the hours do not match the hours to which a Participant believes he/she is entitled, the Participant should ask the Fund Office to review contribution records. In order to file a claim for underreported hours, a Participant must provide proof that hours reported to the Fund Office are less than the hours he/she worked in covered employment for which Annuity contributions were required. The Participant must retain payroll check stubs, which will be required to investigate a claim of underreporting of hours by the Contributing Employer. Check stub evidence must include the names of Contributing Employers for whom the Participant worked, the dates of work, and wages paid. Written requests for review must be received within one year of the date of receipt of the Participant's combined quarterly statement.

SECTION 5. RIGHT OF APPEAL AND DETERMINATION OF DISPUTES

- 5.1 No Employee, Beneficiary or other person shall have any right or claim to benefits under the Plan, or any right or claim to payments from the Fund, other than as specified herein. Any disputes as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Fund shall be resolved by the Board or its duly authorized designee under and pursuant to the Plan, and its decision of the dispute, right or claim shall be final and binding upon all parties thereto, subject only to such judicial review as may be in harmony with federal labor policy. No action may be brought for benefits provided by the Plan, or to enforce any right under the Plan until after a claim therefor has been submitted to and determined by the Board or its designee, and thereafter the only action that may be brought is one to review the decision of the Board or its designee, or to clarify the rights of the claimant under such decision, in a manner consistent with federal labor policy.
- 5.2 (A) If an application for benefits is denied in whole or in part by the Fund Office (acting for the Board of Trustees), the applicant will be notified of such denial, in writing, within a reasonable period of time but not later than 90 days after receipt of the application unless the Fund Office determines that special circumstances require an extension of time for processing the application. In such case, a written notice of the extension will be furnished to the applicant prior to the end of such 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial 90-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the plan expects to render a decision.
- (B) The period of time within which a benefit determination is required to be made will begin at the time an application for benefits is filed with the Fund Office without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended, as permitted above, due to an applicant's failure to submit information necessary to make a determination, the period for making the benefit determination will be tolled from the date on which the notification of the extension is sent to the applicant until the date on which the applicant responds to the request for additional information.
- (C) Disability Benefits Under Section 3.2(A)(5) of the Plan:
- The initial determination of benefits will be made within a reasonable period of time but not longer than 45 calendar days after the Fund Office receives your application for benefits and all required information. (If all the required information is not received with your application, the 45-day period for making the initial determination will be suspended during the time you are obtaining the additional information.)
- The initial 45-day period may be extended for up to 30 calendar days, to a total of 75 calendar days, if an extension of time is necessary due to matters beyond the Plan's control. The Fund Office will notify you, in writing, 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 make a determination.
- If the Plan needs a second extension of time to make a determination due to circumstances beyond its control, you will be notified of an extension of up to 30 calendar days, or a maximum of 105 calendar days after the initial receipt of your application. Before the end of the first 30-day extension period, the Fund Office will notify you, in writing, of the circumstances requiring the extension and will give you the new date by which a determination will be made.
- If an application for benefits is not acted on within these time periods, you may proceed to the appeal procedures as if the claim had been denied.

(D) Notification of Denial of Benefits.

The written notification of the benefit denial will be set forth, in a manner calculated to be understood by the applicant:

- (1) The specific reason(s) for the adverse determination;
- (2) Reference to the specific Plan provision(s) on which the denial is based;
- (3) A description of any additional material or information necessary for the applicant to perfect the claim and an explanation of why such material or information is necessary; and
- (4) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the applicant's right to bring a civil action under §502(a) of ERISA following an adverse benefit determination on review.

(E) Right of Appeal.

Any person whose application for benefits under this Plan has been denied in whole or in part by the Board of Trustees, or whose claim to benefits is otherwise denied by the Board of Trustees, may petition the Board of Trustees to reconsider its decision. A petition for reconsideration:

- (1) Must be in writing; and
- (2) Must state in clear and concise terms the reason(s) for disagreement with the decision of the Board of Trustees; and
- (3) May include documents, records, and other information related to the claim for benefits; and
- (4) Must be filed by the petitioner or the petitioner's duly authorized representative with or received by the Fund Office within sixty (60) days after the date the notice of denial was received by the petitioner. In the case of a claim for disability benefits under Sections 3.2(A)(5) (based on medical evidence), the petitioner or the petitioner's duly authorized representative must file his or her petition for reconsideration within one hundred eighty (180) days after the date the notice of denial was received by the petitioner.
- (5) Upon good cause shown, the Board of Trustees may permit the petition to be amended or supplemented. The failure to file a petition for reconsideration within such sixty (60) day period (one hundred eighty (180) day period for disability benefits under Sections 3.2(A)(5) (based on medical evidence)) shall constitute a waiver of the petitioner's right to reconsideration of the decision. Such failure shall not, however, preclude the petitioner from establishing his or her entitlement at a later date based on additional information and evidence that was not available to him or her at the time of the decision of the Board of Trustees.

Upon request, the petitioner or the petitioner's duly authorized representative will be provided, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the petitioner's claim for benefits. A document, record or other information shall be considered relevant to a petitioner's claim if it was relied upon in making the benefit determination; was submitted, considered or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination; demonstrates that the benefit determination was made in

accordance with the Plan provisions and that such provisions have been applied consistently with respect to similarly situated claims; and, in regards to disability benefits under Sections 3.2(A)(5) (based on medical evidence), the Plan's policy or guidance with respect to the benefit denial (whether or not it was relied upon in making the benefit determination) and other relevant information.

The review of the determination will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim without regard to whether such information was submitted or considered in the initial benefit determination.

(F) Review of Appeal.

A benefit determination on review will be made by the Trustees or by a committee designated by them no later than the date of the quarterly meeting of the Board of Trustees or committee that immediately follows the Fund Office's receipt of the request for review unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a benefit determination will be made no later than the date of the second meeting following the Fund Office's receipt of the request for review. If special circumstances require a further extension of time for processing, a benefit determination will be rendered no later than the third meeting following the Fund Office's receipt of the request for review and the Board of Trustees will provide the petitioner with a written notice of the extension, describing the special circumstances and the date by which the benefit determination will be made, prior to the commencement of the extension. The Board of Trustees will notify the petitioner of the benefit determination as soon as possible but not later than 5 days after the benefit determination is made.

The notification of a benefit determination upon review will be in writing and will include the reason(s) for the determination, including references to the specific Plan provisions on which the determination is based. It will also include a statement that the petitioner 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 for benefits.

The period of time within which a benefit determination review is required to be made by the Trustees or by a committee designated by them will begin at the time the request for the benefit determination review is filed with the Fund Office without regard to whether all the information necessary to make a benefit determination review accompanies the filing.

In the event that the period for the benefit determination review is extended due to a petitioner's failure to submit information necessary to make such a determination, the period for making the benefit determination review will be suspended from the date on which the notification of the extension is sent to the petitioner until the date on which the petitioner responds to the request for additional information.

The denial of a claim to which the right to review has been waived, or the decision of the Board of Trustees or its designated committee with respect to a petition for review, is final and binding upon all parties, subject only to any civil action the applicant may bring under §502(a) of ERISA. Following issuance of a written decision of the Board of Trustees on an appeal, there is no further right of appeal to the Board of Trustees or right to arbitration.

No legal action may be commenced or maintained against the Annuity Fund and/or the Board of Trustees more than two (2) years after a claim has been denied.

However, a petitioner may re-establish his or her entitlement to benefits at a later date based on additional information and evidence which was not available to him or her at the time of the decision of the Board of Trustees.

5.3 Waiver of Class, Collective, and Representative Actions.

By participating in the Plan, to the fullest extent permitted by law, whether in court, Participants waive any right to commence, be a party to in any way, or be an actual or putative class member of any class, collective, or representative action arising out of or relating to any dispute, claim or controversy, and Participants agree that any dispute, claim or controversy may only be initiated or maintained and decided on an individual basis.

SECTION 6. AMENDMENT AND TERMINATION

- 6.1 The Board may amend or modify the Plan at any time in accordance with the Trust Agreement, except that no amendment or modification may reduce or restrict, either directly or indirectly, the benefit provided a Plan Participant prior to the amendment. In the event of Plan termination, partial termination, or complete discontinuance of Contributions, the rights of Participants to the amounts credited to their Individual Accounts are non-forfeitable.
- 6.2 (A) In the event of termination of the Plan, the remaining assets, after providing for the expenses of the Plan and for the payment of any Accumulated Shares which have been approved, will be distributed among the Employees. With respect to the Employee's Self Directed Subaccount, the Employee will receive an amount equal to the fair market value of such portion of the Employee's Individual Account as of the Valuation Date preceding the distribution. With respect to the balance of the Employee's Accumulated Share remaining in the Professionally Managed Subaccount, such Employee will receive that part of the total remaining assets in the same ratio that such portion of his or her Accumulated Share bears to the aggregate amount of the balance of the Accumulated Shares of all Employees.
- No part of the assets can be returned to any Individual Employer or inure to the benefit of any Individual Employer or the Union. In the event that an Employee cannot be located and no claim is made by the Employee for payment of his or her Accumulated Share within ninety (90) days following the sending of notice by registered mail to the Employee's last known address, his or her Accumulated Share will be forfeited and redistributed on a uniform basis among Employees to whom payments have or can be made.
- (B) In the event the liquidation value of the assets on the date of termination is less than the total of all Accumulated Shares plus expenses, the Board has the option of paying all Accumulated Shares to Employees over a period not to exceed 10 years to the extent permitted by the assets available.
- 6.3 If any provision of the Plan or any step in the administration of the Plan is held to be illegal or invalid for any reasons, that illegality or invalidity will not affect the remaining provisions of the Plan, unless that illegality or invalidity prevents accomplishment of the purposes and objectives of the Plan. In the event of any such a holding, the Board will immediately amend the Plan to remedy the defect.

SECTION 7. RECIPROCITY

- 7.1 **Purpose.** By resolution duly adopted, the Board of Trustees of this Annuity Fund may recognize one or more annuity funds which have executed an Annuity Fund Reciprocal Agreement (referred to for purposes of this Section 7 as “Agreement”), to which this Plan is a party as a signatory fund. Individual Accounts have been or will be established and are being or will be maintained by each of the signatory funds to the Agreement on behalf of their participants. The purpose of establishing reciprocity between the funds is to provide for the collection and transfer of employer contributions received by one of the signatory funds with respect to the work of a participant to the other signatory fund in cases where the Individual Account of the participant has been or should be established and is being or should be maintained by another fund.
- 7.2 **Receipt and Transfer of Contributions.**
- (A) If a signatory fund receives employer contributions with respect to the work of a participant whose Individual Account has been established and maintained or should be established and maintained by the other signatory fund, those contributions will be transferred to the other fund during the calendar month following the calendar month in which the contributions were received. If delinquency procedures are necessary in connection with the collection of those contributions, the receiving fund will be credited with and retain any liquidated damages, interest and attorney’s fees recovered through those procedures.
- (B) The contributions will not be credited with interest nor will an administrative charge be made against the Individual Account of the participant for the period during which the contributions were held by the receiving fund. Contributions transferred pursuant to the terms of the Agreement will be accompanied by any necessary or appropriate reports or records, and are subject to the accounting procedures recommended by the accountant or accountants for the signatory funds.
- 7.3 **Disposition of Transferred Contributions.** The fund to which contributions are transferred pursuant to the terms of the Agreement will treat those contributions in the same way as contributions received directly from the employer and will assume full responsibility, indemnifying and saving harmless the receiving fund from any further responsibility or liability.
- 7.4 **Eligibility and Payment of Benefits.** Each of the signatory funds to the Agreement will take whatever actions, and execute whatever further instruments, may be necessary or desirable to carry out the spirit and intent of the Agreement. Any dispute between the signatory funds arising out of or relating to the interpretation, application or operations of the Agreement will be referred for settlement to a joint committee consisting of an Employee Trustee and an Employer Trustee selected by the Board of Trustees of each fund. If this committee cannot settle the dispute, it will refer the matter to an impartial umpire selected by the committee for decision. The decision of the committee or the impartial umpire, as the case may be, will be final and binding upon the signatory funds, their respective Boards of Trustees and any other affected person.
- 7.5 **Arbitration.** Each of the signatory funds to the Agreement do not intend to violate any applicable law, regulation or administrative ruling. If any provision of the Agreement, or any step in its administration, is finally held to be illegal or invalid for any reason, that holding will not affect the remaining portions of the Agreement or administrative procedures, unless that holding prevents accomplishment of the objectives and purposes of the Agreement. In the event of any such holding, the parties will take any action necessary to remedy the illegality or invalidity.

7.6 **Termination.** The Agreement may be terminated by action of the Board of Trustees of either signatory fund upon six calendar months' prior written notice to the fund specifying the effective date of termination.

SECTION 8. TRANSFER OF CONTRIBUTIONS

- 8.1 **Purpose.** The purpose of establishing reciprocity between funds is to provide for the collection and transfer of employer contributions received by one of the signatory funds with respect to the work of a participant to the other signatory fund in cases where the Individual Account of the participant has been or should be established and is being or should be maintained by such other fund. The provisions of this section are operative only if the United Brotherhood of Carpenters and Joiners of America Master Reciprocal Agreement for Annuity Funds (referred to as the “Master Reciprocal Agreement”) has been adopted by the signatory funds in whose jurisdiction the Employee works.
- 8.2 **Cooperating Annuity Fund.** Each annuity fund which has executed the Master Reciprocal Agreement is considered a Cooperating Annuity Fund.
- 8.3 **Home Annuity Fund.** Each Employee who has employer contributions made on his or her behalf to one or more of the Cooperating Annuity Funds will have a Home Annuity Fund. The following rules will be used in determining an Employee’s Home Annuity Fund:
- (A) If the Employee is a member of a local union, his or her Home Annuity Fund is the Cooperating Annuity Fund in which the local union participates by virtue of a collective bargaining agreement requiring contributions.
 - (B) If the Employee is not a member of a local union or if he or she is primarily employed within the jurisdiction of a local union other than the one in which he or she is a member, his or her Home Annuity Fund is the Cooperating Annuity Fund which has received contributions on his or her behalf for the most work performed by him or her in the last five (5) calendar years.
 - (C) A Cooperating Annuity Fund other than one determined under subsection (A) or (B) will be an Employee’s Home Annuity Fund if the Employee can establish such Home Annuity Fund status to the satisfaction of the Trustees of the two Cooperating Annuity Funds.
- 8.4 **Outside Annuity Fund.** The Outside Annuity Fund of an Employee is any Cooperating Annuity Fund under which he or she works which is not his or her Home Annuity Fund.
- 8.5 **Employee Authorization.** If contributions are or will be made on an Employee’s behalf to an Outside Annuity Fund signatory to the Master Reciprocal Agreement he or she may, provided his or her Home Annuity Fund is also signatory to that Agreement, file a request with the Outside Annuity Fund that contributions be transferred to his or her Home Annuity Fund on his or her behalf. The request must be in writing on a form approved by the respective funds which is signed and dated by the Employee. The request form will release the Boards of Trustees of the respective funds from any liability or claim by an Employee, or anyone claiming through him or her, that the transfer of contributions may not work to his or her best interest. The completed request form must be filed by the Employee with the Outside Annuity Fund within sixty days following the beginning of his or her employment within the Outside Annuity Fund’s jurisdiction. However, the Board of Trustees of the Outside Annuity Fund may, at its discretion, grant an extension of that sixty-day period for special circumstances.
- If the Employee does not file a timely request form with the Outside Annuity Fund, he will be treated as electing not to authorize a transfer of contributions and the Reciprocal Annuity provisions of the Outside Annuity Fund’s plan will apply to the Employee. By filing a request for transfer of contributions, the Employee agrees that his or her eligibility for benefits and all other participant rights are governed by the terms of the Home Annuity Fund’s Annuity Plan and not by the terms of the Outside Annuity Fund’s Annuity Plan.
- 8.6 **Transfer of Contributions.** Upon receipt of a timely and properly completed request for a

transfer of contributions to the Employee's Home Annuity Fund, the Outside Annuity Fund will collect and transfer to the Employee's Home Annuity Fund the contributions required to be made to the Outside Annuity Fund on the Employee's behalf. Those contributions will be forwarded to the Employee's Home Annuity Fund at the end of each calendar quarter in which the contributions were received. However, no transmittal of funds will be made for a period prior to one calendar year from the later of the date either the Outside Annuity Fund or the Home Annuity Fund received an Employee's request. Any undue delay in transferring contributions is a violation of the United Brotherhood's Reciprocal Annuity Agreement and subject to its provisions for arbitration. The transferred contributions must be accompanied by any records or reports which are necessary or appropriate. The Outside Annuity Fund will transfer the actual dollar amount of contributions received regardless of any difference in the contribution rates between the funds.

For purposes of this Section, in the event the local union in which an Employee holds or has applied for membership or which first represented that Employee participates in both a Local or Regional/District Council Annuity Plan and the Carpenters Labor-Management Annuity Plan, both Plans will be considered to be Home Annuity Plans if they have adopted the Master Reciprocal Agreement and contributions will be transferred to those Plans under a proportionate allocation determined according to the contribution rates then in effect under those Plans.

- 8.7 **Payment of Annuity Benefits.** The payment of annuity benefits are subject to the provisions of the Home Annuity Fund's Plan.
- 8.8 **Collection of Contributions.** The Home Annuity Fund has no responsibility to take any action to enforce the terms of any collective bargaining agreements, or of any other agreement, requiring contributions to any Cooperating Annuity Fund other than the Home Annuity Fund. Each Cooperating Annuity Fund is solely responsible for enforcing the terms of collective bargaining agreements and of other agreements requiring contributions.
- 8.9 **Change in Home Annuity Fund.** It is recognized that situations will arise where an Employee will change his or her Home Annuity Fund because of a change in residence, availability of work, or for other reasons. In order to protect that Employee to the fullest extent possible, while still providing safeguards against possible abuse, the following rules apply when an Employee wishes to change his or her Home Annuity Fund:
- (A) An Employee must submit a request for a permanent change of Home Annuity Fund to both his or her former Home Annuity Fund and to the annuity fund which he or she claims to be his or her new Home Annuity Fund.
 - (B) The request must be on a form approved by the Trustees of the respective annuity funds and signed by the Employee.
 - (C) The request must state the facts which the Employee claims support his or her request or change his or her Home Annuity Fund.
 - (D) No change in Home Annuity Fund can occur unless both funds agree to the change.

If the Employee's request for a change in Home Annuity Fund is granted by both funds, the change will take effect on the first day of the month following the agreement by both annuity funds. No assets will be transferred from the old Home Annuity Fund to the new Home Annuity Fund. Rather, the Reciprocal Annuity provisions of this Plan will govern the Employee's rights under the old Home Annuity Fund.

- 8.10 **Effective Date.** This Section and the payment of annuity benefits hereunder, became effective on August 1, 1999. The provisions of this Section regarding the transfer of contributions from a Cooperating Annuity Fund to a Home Annuity Fund, is applicable only with respect to Contributions earned on or after August 1, 1999.

SECTION 9. MINIMUM DISTRIBUTION REQUIREMENTS

9.1 General Rules.

- (A) Effective Date. The provisions of this Section 9 will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (B) Precedence.
 - (1) The requirements of this Section 9 will take precedence over any inconsistent provisions of the Plan.
 - (2) Except to the extent inconsistent with this Section 9, all distribution options provided under the Plan are preserved.
 - (3) This Section 9 does not authorize any distribution options not otherwise provided under the Plan.
- (C) Requirements of Treasury Regulations Incorporated. All distributions required under this Section 9 will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.
- (D) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section 9, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to section 242(b)(2) of TEFRA.

9.2 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 as defined in Section 1.31 of the Plan.
- (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:
 - (1) If the Participant dies before distributions begin and there is a designated Beneficiary, the Participant's entire interest must be distributed to the designated Beneficiary by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
 - (2) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then, the Participant's Spouse may elect, in lieu of Section 9.2(B)(1), to have distributions to the surviving Spouse begin by December 31st of the calendar year immediately following the calendar year in which the Participant died, or by December 31st of the calendar year in which the Participant would have attained age 70½, if later. The election must be made no later than September 30th of the calendar year in which distribution would be required to begin under this Section 9.2(B)(2), or if earlier, Section 9.2(B)(1).
 - (3) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then, the designated Beneficiary may elect, in lieu of Section 9.2(B)(1), to have distributions begin by December 31st of the calendar year immediately following the calendar year in which the Participant died. The election must be made no later than September 30th of the calendar year in which distribution would be required to begin under this Section 9.2(B)(3).

- (4) If there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
- (5) 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 9.2(B), other than Section 9.2(B)(1), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 9.2(B) and Section 9.4, unless Section 9.2(B)(5) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 9.2(B)(5) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under this Section 9.2(B)(2), if such election is made. 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 an election made under Section 9.2(B)(2)), 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 9.3 and 9.4. If the Participant's or designated Beneficiary's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

9.3 Required Minimum Distributions During Participant's Lifetime.

- (A) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (1) The quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
 - (2) If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.
- (B) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 9.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

9.4 Required Minimum Distributions After Participant's Death.

- (A) Death On or After Date Distributions Begin.
 - (1) 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:

- (a) 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.
- (b) 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.
- (c) 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.

- (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30th 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.

- (1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, if the designated Beneficiary has made an election under Section 9.2(B)(2) or 9.2(B)(3), 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 9.4(A).
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30th of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31st of the calendar year containing the fifth anniversary of the Participant's death.
- (3) 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 after having made an election under Section 9.2(B)(2), this Section 9.4(B) will apply as if the surviving Spouse were the Participant.

9.5 Definitions.

- (A) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 1.8 of the Plan and is the designated Beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations.
- (B) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 9.2(B). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31st of that distribution calendar year.
- (C) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (D) Participant's account balance. The account balance as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (Valuation calendar year) increased by the amount of any Contributions made and allocated or frozen accounts allocated to the account balance as of dates in the Valuation calendar year after the valuation date and decreased by distributions made in the Valuation calendar year after the valuation date. The account balance for the Valuation calendar year includes any amounts rolled over or transferred to the Plan either in the Valuation calendar year or in the distribution calendar year if distributed or transferred in the Valuation calendar year.

9.6 Treatment of 2009 Required Minimum Distributions.

Notwithstanding any other provision in this Section 9 of the Plan, a Participant or Beneficiary who would have been required to receive a required minimum distribution for 2009 but for the enactment of section 401(a)(9)(H) of the Code ("2009 required minimum distribution"), and who would have satisfied that requirement by receiving a distribution that is (1) equal to the 2009 required minimum distribution or (2) one or more payments in a series of substantially equal distributions (that include the 2009 required minimum distribution) 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, or for a period of at least 10 years ("Extended 2009 required minimum distribution"), will not receive that distribution for 2009 unless the Participant or Beneficiary chooses to receive such distribution. A Participant or Beneficiary described in the preceding sentence will be given the opportunity to elect to receive the distribution described in the preceding sentence. In addition, notwithstanding Section 4.12 of the Plan, and solely for purposes of applying the direct rollover provisions of the Plan, any additional distribution in 2009, as elected by the Participant, will be treated as an eligible rollover distribution. If no election is made by the Participant, a direct rollover will be offered only for a distribution that would be an eligible rollover distribution without regard to section 401(a)(9)(H).

SECTION 10. MERGERS

10.1 Merger Between the Carpenters Annuity Trust for Northern California and the Lathers Local No. 144 Pension Plan II.

- (A) General. In accordance with the Defined Contribution Plan Merger Agreement Between the Carpenters Annuity Trust for Northern California and the Lathers Local No. 144 Pension Plan II, the assets and liabilities of the two Plans are merged with the Carpenters Annuity Trust for Northern California (“Carpenters Plan”) being the surviving plan and successor in interest to the Lathers Local 144 Pension Plan II (“Lathers Plan”). As of the effective date of the merger, all participants and beneficiaries of the Lathers Plan shall cease to be participants and beneficiaries of that plan and will become Participants and Beneficiaries of the Carpenters Plan.
- (B) Effective Date of Merger. The effective date of the merger is April 1, 2004.
- (C) Benefits.
 - (1) As of the effective date of the merger, the accumulated benefits of each Lathers Plan participant shall be deemed to be transferred to the Carpenters Plan and to be 100% vested. In no event will the accumulated benefits of a Lathers Plan participant immediately after the merger be less than his or her accumulated benefits under the Lathers Plan immediately prior to the merger, subject to the final valuation of such benefits.
 - (2) Subsequent to the effective date of the merger, the accumulated benefits of former Lathers Plan participants shall participate in Carpenters Plan Valuations as described in Section 2.2(E) of that Plan and shall have subsequent Contributions made to the Carpenters Plan in accordance with the terms of applicable Collective Bargaining Agreements and the Trust Agreement.
 - (3) On and after the effective date of the merger, the rights and obligations of former Lathers Plan participants shall be determined in accordance with the Carpenters Plan.
- (D) Notwithstanding any other provisions herein, this Section 10.1 shall be interpreted with the intent of complying with the requirements set forth in Revenue Procedure 2005-23.

10.2 Merger Between the Carpenters Annuity Trust for Northern California and the Lathers Local No. 109 Thrift Plan.

- (A) General. In accordance with the Defined Contribution Plan Merger Agreement Between the Carpenters Annuity Trust for Northern California and the Lathers Local No. 109 Thrift Plan, the assets and liabilities of the two Plans are merged with the Carpenters Annuity Trust for Northern California (“Carpenters Plan”) being the surviving plan and successor in interest to the Lathers Local No. 109 Thrift Plan. As of the effective date of the merger, all participants and beneficiaries of the Lathers Local No. 109 Thrift Plan shall cease to be participants and beneficiaries of that plan and will become Participants and Beneficiaries of the Carpenters Plan.
- (B) Effective Date of Merger. The effective date of the merger is January 1, 2003.
- (C) Benefits.
 - (1) As of the effective date of the merger, the accumulated benefits of each Lathers Local No. 109 Thrift Plan participant shall be deemed to be transferred to the Carpenters Plan and to be 100% vested. In no event will the accumulated benefits of a Lathers Local No. 109 Thrift Plan participant immediately after the

merger be less than his or her accumulated benefits under the Lathers Local No. 109 Thrift Plan immediately prior to the merger, subject to the final valuation of such benefits.

- (2) Subsequent to the effective date of the merger, the accumulated benefits of former Lathers Local No. 109 Thrift Plan participants shall participate in Carpenters Plan Valuations as described in Section 2.2(F) of that Plan and shall have subsequent Contributions made to the Carpenters Plan in accordance with the terms of applicable Collective Bargaining Agreements and the Trust Agreement.
 - (3) On and after the effective date of the merger, the rights and obligations of former Lathers Local No. 109 Thrift Plan participants shall be determined in accordance with the Carpenters Plan.
- (D) Notwithstanding any other provisions herein, this Section 10.2 shall be interpreted with the intent of complying with the requirements set forth in Revenue Procedure 2005-23.

SECTION 11. TOP-HEAVY RULES

11.1 Definitions. For purposes of this Section 11, the following words and phrases shall have the meaning stated below unless a different meaning is clearly required by the context:

(A) **Key Employee**

- (1) In determining whether the Plan is top-heavy for Plan years beginning after December 31, 2001, Key Employee means any Employee or former employee (including any deceased employee) who at any time during the Plan year that includes the determination date is an officer of the Employer having an annual Compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Internal Revenue Code (the "Code") for Plan years beginning after December 31, 2002), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having an annual Compensation of more than \$150,000. In determining whether a plan is top-heavy for plan years beginning before January 1, 2002, Key Employee means any employee or former employee (including any deceased employee) who at any time during the 5-year period ending on the determination date, is an officer of the Employer having an annual Compensation that exceeds 50-percent of the dollar limitation under Section 415(b)(1)(A), an owner (or considered an owner under Section 318) of one of the ten largest interests in the Employer if such individual's Compensation exceeds 100 percent of the dollar limitation under Section 415(c)(1)(A), a 5-percent owner of the Employer, or a 1-percent owner of the Employer who has an annual Compensation of more than \$150,000. For purposes of this paragraph (1), annual Compensation means Compensation as defined in Section 1.12.

The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(B) **Top-Heavy Plan**

This Plan is top-heavy if any of the following conditions exists:

- (1) If the top-heavy ratio for this Plan exceeds 60 percent and this Plan is not part of any required aggregation group or permissive aggregation group of plans.
- (2) If this Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60 percent.
- (3) If this Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60 percent.

(C) **Top-Heavy Ratio.**

- (1) If the Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and an Employer has not maintained any defined benefit plan which during the 5-year period ending on the determination date(s) has or has had accrued benefits, the top-heavy ratio for this Plan alone or for the required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of the account balances of all Key Employees as of the determination date(s) (including any part of any account balance distributed in the 1-year period ending on the determination date(s)) (5-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in

determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002), and the denominator of which is the sum of all account balances (including any part of any account balance distributed in the 1-year period ending on the determination date(s)) (5-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002), both computed in accordance with Section 416 of the Code and the regulations thereunder. Both the numerator and denominator of the top-heavy ratio are increased to reflect any contribution not actually made as of the determination date, but which is required to be taken into account on that date under Section 416 of the Code and the regulations thereunder.

- (2) If an Employer maintains one or more defined contribution plans (including any Simplified Employee Pension Plan) and the Employer maintains or has maintained one or more defined benefit plans which during the 5-year period ending on the determination date(s) has or has had any accrued benefits, the top-heavy ratio for any required or permissive aggregation group as appropriate is a fraction, the numerator of which is the sum of account balances under the aggregated defined contribution plan or plans for all Key Employees, determined in accordance with (1) above, and the present value of accrued benefits under the aggregated defined benefit plan or plans for all Key Employees as of the determination date(s), and the denominator of which is the sum of the account balances under the aggregated defined contribution plan or plans for all Participants, determined in accordance with (1) above, and the present value of accrued benefits under the defined benefit plan or plans for all Participants as of the determination date(s), all determined in accordance with Section 416 of the Code and the regulations thereunder. The accrued benefits under a defined benefit plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an accrued benefit made in the 1-year period ending on the determination date (5-year period ending on the determination date in the case of a distribution made for a reason other than severance from employment, death or disability and in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002).
- (3) For purposes of (1) and (2) above the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as provided in Section 416 of the Code and the regulations thereunder for the first and second Plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (i) who is not a Key Employee but who was a Key Employee in a prior year, or (ii) who has not been credited with at least one hour of service with any Employer maintaining the Plan at any time during the 1-year period (5-year period in determining whether the Plan is top-heavy for Plan years beginning before January 1, 2002) ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Section 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

The accrued benefit of a Participant other than a Key Employee shall be determined under (i) the method, if any, that uniformly applies for accrual purposes under all defined benefit plans maintained by the Employer, or (ii) if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under the fractional rule of Section 411(b)(1)(C) of the Code.

(D) Permissive Aggregation Group.

The required aggregation group of plans plus any other plan or plans of an Employer which, when considered as a group with the required aggregation group, would continue to satisfy the requirements of Section 401(a)(4) and 410 of the Code.

(E) Required Aggregation Group.

- (1) Each qualified plan of an Employer in which at least one Key Employee participates or participated at any time during the plan year containing the determination date or any of the four preceding plan years (regardless of whether the plan has terminated), and
- (2) any other qualified plan of the Employer which enables a plan described in (1) to meet the requirements of Section 401(a)(4) or 410 of the Code.

(F) Determination Date.

For any Plan year subsequent to the first Plan year, the last day of the preceding Plan year. For the first Plan Year of the Plan, the last day of that year.

(G) Valuation Date.

The last day of each Plan year.

11.2 Minimum Benefits

- (A) Except as otherwise provided in (C) and (D) below, the Employer contributions and forfeitures allocated on behalf of any Participant who is not a Key Employee shall not be less than the lesser of three percent of such Participant's Compensation or in the case where the Employer has no defined benefit plan which designates this Plan to satisfy Section 401 of the Code, the largest percentage of Employer contributions and forfeitures, as a percentage of Key Employee's Compensation, as limited by Section 401(a)(17) of the Code, allocated on behalf of any Key Employee for that year. The minimum allocation is determined without regard to any Social Security contribution. This minimum allocation shall be made even though, under other Plan provisions, the Participant would not otherwise be entitled to receive an allocation, or would have received a lesser allocation for the year because of (i) the Participant's failure to complete 1,000 hours of service (or any equivalent provided in the Plan), or (ii) the Participant's failure to make mandatory employee contributions to the Plan, or (iii) Compensation less than a stated amount.
- (B) For purposes of computing the minimum allocation, Compensation shall mean Compensation as defined in Section 1.12 as limited by Section 401(a)(17) of the Code, but shall mean Compensation earned as an Employer for the whole year.
- (C) The provisions in (A) above shall not apply to any Participant who was not employed by the Employer on the last day of the Plan year.

- (D) The provision in (A) above shall not apply to any Participant to the extent the Participant is covered under any other plan or plans of the Employer and the Employer has provided that the minimum allocation or benefit requirement applicable to top-heavy plans will be met in the other plan or plans.

11.3 Minimum Vesting

The Participants in this Plan are always 100% vested.

INDEX

Important Note: The page references are to primary locations within this booklet where terms or concepts are discussed. They do not reference each page where a term or concept might appear. Therefore, use of this index is not a substitute for reading the Plan summary or Rules and Regulations in their entirety to fully understand your rights, benefits and obligations under the Plan.

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January 9, 2015

NOTICE TO INTERESTED PARTIES

1. **Notice To:** All present employees covered by a collective bargaining agreement or participation agreement pursuant to which the Carpenters Annuity Trust Fund for Northern California is maintained.

An application is to be made to the Internal Revenue Service for an advance determination on the qualification of the following employee pension benefit plan:

2. **Name of Plan:** Carpenters Annuity Trust Fund for Northern California
3. **Plan Identification Number:** 001
4. **Name and Address of Applicant:** Board of Trustees, Carpenters Annuity Trust Fund for Northern California, 265 Hegenberger Road, Oakland, CA 94621
5. **Applicant ID Number:** 94-6534591
6. **Name and Address of Plan Administrator:** Board of Trustees, Carpenters Annuity Trust Fund for Northern California, 265 Hegenberger Road, Oakland, CA 94621
7. The application will be filed on **JANUARY 20, 2015** for an advance determination as to whether the plan meets the qualification requirements of § 401 (a) of the Internal Revenue Code of 1986, with respect to the plan's amendment. The application will be filed with:

EP Determinations
Internal Revenue Service
P.O. Box 12192
Covington, KY 41012-0192

8. The employees eligible to participate under the plan are employees covered by a collective bargaining agreement or participation agreement and on whose behalf contributions are required to the Plan pursuant to such agreement.
9. The Internal Revenue Service has previously issued a determination letter with respect to the qualification of this plan.

RIGHTS OF INTERESTED PARTIES

10. You have the right to submit to EP Determinations, at the above address, either individually or jointly with other interested parties, your comments as to whether this plan meets the qualification requirements of the Internal Revenue Code.

You may instead, individually or jointly with other interested parties, request the Department of Labor to submit, on your behalf, comments to EP Determinations regarding qualification of the plan. If the Department declines to comment on all or some of the matters you raise, you may, individually, or jointly if your request was made to the

Department jointly, submit your comments on these matters directly to EP Determinations.

REQUESTS FOR COMMENTS BY THE DEPARTMENT OF LABOR

11. The Department of Labor may not comment on behalf of interested parties unless requested to do so by the lessor of 10 employees or 10 percent of the employees who qualify as interested parties. The number of persons needed for the Department to comment with respect to this plan is 10. If you request the Department to comment, your request must be in writing and must specify the matters upon which comments are requested, and must also include:

(1) the information contained in items 2 through 5 of this Notice; and

(2) the number of persons needed for the Department to comment.

A request to the Department to comment should be addressed as follows:

Deputy Assistant Secretary
Employee Benefits Security Administration
ATTN: 3001 Comment Request
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

COMMENTS TO THE INTERNAL REVENUE SERVICE

12. Comments submitted by you to EP Determinations must be in writing and received by them by **MARCH 6, 2015**. However, if there are matters that you request the Department of Labor to comment upon on your behalf, and the Department declines, you may submit comments on these matters to EP Determinations to be received by them within 15 days from the time the Department notifies you that it will not comment on a particular matter, or by **MARCH 6, 2015**, whichever is later, but not after **MARCH 21, 2015**. A request to the Department to comment on your behalf must be received by it by **February 4, 2015** if you wish to preserve your right to comment on a matter upon which the Department declines to comment, or by **FEBRUARY 14, 2015** if you wish to waive that right.

ADDITIONAL INFORMATION

13. Detailed instructions regarding the requirements for notification of interested parties may be found in sections 17 and 18 of Rev. Proc. 2013-6. Additional information concerning this application (including, where applicable, an updated copy of the plan and related trust; the application for determination; any additional documents dealing with the application that have been submitted to the Service; and copies of section 17 of Rev. Proc. 2013-6 are available Monday through Friday at 265 Hegenberger Road, Oakland, CA 94621 for inspection and copying. (There is a nominal charge for copying and/or mailing.)

**CARPENTER FUNDS ADMINISTRATIVE OFFICE
OF NORTHERN CALIFORNIA, INC.**

265 Hegenberger Road, Suite 100
Oakland, California 94621
(510) 633-0333 • (888) 547-2054
www.carpenterfunds.com



March 1, 2017

**RE: Carpenters Pension Trust Fund for Northern California
Carpenters Annuity Trust Fund for Northern California
Income Tax Withholding**

Dear Retiree/Beneficiary:

As a reminder, you may choose the number of withholding allowances used to determine how much Federal Income Tax is withheld from your retirement payments. You may also elect to have no withholding.

In 2016 the automatic Federal income tax withholding threshold for monthly benefits was \$1,720 and the amount has not changed in 2017. **The automatic withholding threshold continues to be \$1,720 for 2017.** If you wish to change your income tax deductions you must submit a new *Form W-4P Withholding Certificate for Pension or Annuity Payments*.

If your monthly Retirement Payments are **less than \$1,720** per month in 2017

- We **will not** automatically withhold Federal taxes
- You may elect withholding if you like
- If you previously requested withholding, we will continue to withhold taxes

If your monthly Retirement Payments are **greater than \$1,720** per month in 2017

We **will** automatically withhold Federal taxes assuming "Married, 3 exemptions" (IRS requirement). However, you may elect withholding based on the following:

- A different marital status, and/or
- A different number of exemptions, or
- No withholding at all
- If you previously requested withholding, we will continue to withhold taxes

If you are a California resident, we will automatically withhold state taxes if 10% of the amount of federal withholding is at least \$10. You may elect to withhold a different amount or no withholding at all for state personal income tax by completing a DE-4P form. If you elect to have state taxes withheld, you can change or cancel withholding instructions at any time.

To obtain a federal W-4P Withholding Form or California State DE-4P Form:

- Contact the Fund Office Benefit Services Department
Phone: (510) 633-0333 or Toll Free at (888) 547-2054
Email: benefitservices@carpenterfunds.com, or
Visit: www.carpenterfunds.com/par_downloads.html
- **Visit the Internal Revenue Service's website: www.irs.gov**
- **Visit the State of California website: www.edd.ca.gov**

If you request a change, it will be put into effect within 60 days after receipt of the form.

Withholding is one way for you to pay a portion of your income tax. If no tax, or not enough tax, is withheld from your benefits, you may have to pay estimated taxes during the year or a tax penalty at the end of the year. Of course, whether you have to pay state or federal income tax on your benefit payments depends on the total amount of your taxable income. Your decision on withholding is an important one, and you may wish to discuss it with a qualified tax adviser.

Sincerely,
Boards of Trustees

**SUMMARY ANNUAL REPORT FOR
CARPENTERS ANNUITY TRUST FUND FOR NORTHERN CALIFORNIA**

Plan Year – September 1, 2015 through August 31, 2016

This is a summary of the annual report for the Carpenters Annuity Trust Fund for Northern California, Employer Identification Number 94-6534591, for the period September 1, 2015 through August 31, 2016. The annual report has been filed with Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

Basic Financial Statement:

Benefits under the Plan are provided by the Carpenters Annuity Trust Fund for Northern California. Plan expenses were \$97,594,592. These expenses included \$2,576,129 in administrative expenses, \$5,359,771 in investment expenses, and \$89,658,692 in benefits paid to participants and beneficiaries. A total of 47,181 persons were participants in or beneficiaries of the Plan at the end of the Plan year, although not all of these persons had yet earned the right to receive benefits.

The value of Plan assets, after subtracting liabilities of the Plan, was \$2,140,111,933 as of August 31, 2016, compared to \$2,043,960,038 as of September 1, 2015. During the Plan year, the Plan experienced an increase in its net assets of \$96,151,895. This increase includes unrealized appreciation or depreciation in the value of Plan assets; that is, the difference between the value of the Plan's assets at the end of the year and the value of the assets at the beginning of the year, or the cost of assets acquired during the year.

The Plan had total income of \$193,746,487, including employer contributions of \$77,868,918, losses of \$4,480,902 from the sale of assets, earnings from investments of \$120,167,720, and other income of \$190,751.

<i>Condensed Financial Statement</i>	
Beginning Balance Value of Net Plan Assets	As of 09/01/2014 \$2,011,264,476
Employer Contributions	\$70,137,661
Investments - Earnings	\$22,483,863
Sale of Assets - Earnings/Losses	\$35,031,761
Other Income	\$245,569
Plan Income	\$127,898,854
Benefits Paid	\$86,811,469
Administrative Fees	\$2,918,754
Investment Expenses	\$5,473,069
Total Expenses	\$95,203,292
Ending Balance Value of Net Plan Assets	As of 8/31/2015 \$2,043,960,038
	As of 09/01/2015 \$2,043,960,038

Minimum Funding Standards:

The Plan received \$77,868,918 in employer contributions during the year ended August 31, 2016. The minimum funding standards of ERISA have been met.

Your Rights to Additional Information:

You have the right to receive a copy of the full annual report, or any part thereof, on request. The following items are included in that report: 1) An accountant's report, 2) Assets held for investment, 3) Transactions in excess of five percent of Plan assets, 4) Insurance information including sales commissions paid by insurance carriers; and 5) Information regarding any common or collective trust, pooled separate accounts, master trusts or 103-12 investment entities in which the Plan participates.

Obtaining Copies of a Summary Annual Report:

The report provided is a summary of the annual report filed for the Carpenters Annuity Trust Fund for Northern California. To obtain a copy of the full annual report or any part thereof, write or call the Carpenter Funds Administrative Office

of Northern California, Inc., which is the Fund Manager appointed by the Plans' Administrator, 265 Hegenberger Road, Suite 100, Oakland, California 94621; telephone (888) 547-2054. The charge to cover copying costs will be \$15.00 per full annual report, or \$.25 per page for any part thereof.

You also have the right to receive from the Plan Administrator, on request and at no charge, a statement of the assets and liabilities of the Plan and accompanying notes, or a statement of income and expenses of the Plan and accompanying notes, or both. If you request a copy of a full annual report from the Plan Administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the Plan, 265 Hegenberger Road, Suite 100, Oakland, California 94621 and at the U.S. Department of Labor in Washington, D.C., or to obtain a copy from the U.S. Department of Labor (upon payment of copying costs). Requests to the Department of Labor should be addressed to: Public Disclosure Room, N-1513, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

AVISO

Si usted tiene dificultad en entender alguna parte de este folleto, comuníquese con Carpenter Funds Administrative Office en 265 Hegenberger Road, Suite 100, Oakland, CA 94621. Las horas de oficina son de 8:00 a.m. a 5:00 p.m., lunes a viernes. Usted también puede llamar a la oficina del Plan, teléfono 888-547-2054, para ayuda.

CARPENTERS ANNUITY TRUST FUND FOR NORTHERN CALIFORNIA

(Enrollees of the Self Direct Investment Option)

and

NORTHERN CALIFORNIA CARPENTERS 401(K) TRUST FUND

Disclosure Document

As of April 30, 2017

This document includes important information to help you carefully compare the investment options available under your retirement Plan(s). To comply with federal regulations this information, which contains retirement plan fee information, is being distributed for **participant directed individual account plans**. *If you have not elected to self-direct investments in your Annuity Account or have not enrolled in the Northern California Carpenters 401(k) Plan, these investment options and fees do not apply.*

If you would like additional information about options to self-direct investments in your individual Carpenters Annuity Plan account or information regarding participation in the Northern California Carpenters 401(k) Plan, please contact John Hancock Retirement Plan Services or the Carpenter Funds Administrative Office - Benefit Services Department. For advisory help you may contact Pensionmark Retirement Services Group. Contact information is as follows:

John Hancock Retirement Plan Services ("John Hancock")

www.mylife.jhrps.com or call 1(800) 294-3575 from 8:00 a.m. to 10:00 p.m. Eastern time on New York Stock Exchange business days

Carpenter Funds Administrative Office of Northern California ("Fund Office")

265 Hegenberger Road, Suite 100, Oakland, California 94621

www.carpenterfunds.com or call 1(888) 547-2054 or email: benefitservices@carpenterfunds.com

Pensionmark Financial Group ("Pensionmark")

www.pensionmark.com or call (888) 201-5488 from 8:30AM to 5:00PM Pacific Time.

Si tiene preguntas acerca de esta información, llame al 1(888) 440-0022. Los Agentes de servicio a los participantes están disponibles de 10:00 a.m. a 8 p.m. Hora del Este, todos los días hábiles de la Bolsa de Valores de Nueva York. Para protección suya, todas las llamadas a nuestros agentes son grabadas.

DOCUMENT SUMMARY

This document consists of performance information for the Carpenters Annuity and 401(k) Plans, investment options available, and information regarding how well the investments have performed in the past. It includes the fees and expenses you will pay if you invest in an option as well as Plan related information applicable to each Plan.

- **Carpenters Annuity Trust Fund for Northern California (Sections 1-3)**
- **Northern California Carpenters 401(k) Plan (Sections 4-6)**



Carpenters Annuity Trust Fund for Northern California

Section 1 – Performance Information

The information in this table focuses on the performance of investment options that do not have a fixed or stated rate of return. It shows how these investments have performed in the past and allows you to compare them with appropriate benchmarks for the same time periods. **Information about an option's principal risks is available through the following website, mylife.jhrps.com/ investment_info. Please enter code "LO1505" to view your Carpenters Annuity Plan investment option details.**

Total returns include changes in share price and reinvestment of all dividends and capital gains, if any, but not the effect of any sales charges, which are waived for qualified retirement plans. If sales charges were included, total returns would be lower.

For funds with redemption fees, performance shown does not reflect the deduction of this fee which would reduce performance.

Investment options are grouped according to investment objective. Within each investment objective grouping, funds are listed in alphabetical order. For more specific information, please refer to the investments' specific disclosure information.

Performance data quoted represents past performance. Past performance is no guarantee of future results. Due to market volatility, current performance may be less or higher than the figures shown. For the most recent month-end performance information, please log onto mylife.jhrps.com or call a John Hancock representative at 800-294-3575.

Variable Rate Investments-Average Annual Total Returns (%)

INVESTMENT NAME/COMPARATIVE BENCHMARK	TICKER	CURRENT RETURNS AS OF 04/30/2017			STANDARD RETURNS AS OF 03/31/2017			SINCE INCEPTION	INCEPTION DATE
		1 MONTH	3 MONTH	YTD	1 YEAR	3 YEARS	5 YEARS		
Income									
AllianceBernstein Global Bond Fund (Advisor Class)	ANAYX	1.04	2.19	1.89	3.51	3.97	3.60	N/A	11/05/2007
BENCHMARK: Citigroup World Government Bond Index ²⁵		1.30	1.84	2.87	-3.65	-1.20	-0.58	3.03	
John Hancock Income Fund (Class R6) ²	JSNWX	0.60	1.64	2.08	2.72	2.52	3.97	N/A	08/31/2011
BENCHMARK: Barclays US Aggregate Bond Index ²²		0.77	1.40	1.59	0.44	2.68	2.34	4.27	
Prudential High-Yield Fund (Class Z)	PHYZX	1.05	2.50	4.00	14.85	4.89	6.76	7.31	N/A
BENCHMARK: CSFB High Yield Index ¹⁴		1.19	2.23	3.57	23.11	4.59	6.68	7.13	N/A
RidgeWorth Total Return Bond Fund (I Shares)	SAMFX	0.80	1.82	1.90	1.53	2.73	2.37	4.81	12/30/1997
BENCHMARK: Barclays US Aggregate Bond Index ²²		0.77	1.40	1.59	0.44	2.68	2.34	4.27	N/A

Target Date

The "target date" in a target date fund is the approximate date an investor plans to start withdrawing money. The funds generally shift to a more conservative investment mix over time. Earnings and principal value are not guaranteed at any time including the target date. Small and mid-cap stocks are often more volatile than large-cap stocks. Growth stocks may be more volatile than other stocks because they are generally more sensitive to investor perceptions and market moves. The principal risk of investing in value funds is that the price of the security may not approach its anticipated value. Foreign securities can be subject to greater risks than U.S. investments, including currency fluctuations, less liquid trading markets, greater price volatility, political and economic instability, less publicly available information, and changes in tax or currency laws or monetary policy. These risks are likely to be greater for emerging markets than in developed markets. Funds that invest in bonds are subject to interest rate risk and can lose principal value when interest rates rise. The principal value of the fund is not guaranteed at any time, including at the target date.

Pensionmark Asset Allocation 2015	1.04	3.30	4.69	8.69	4.42	N/A	N/A	5.00	11/09/2012
BENCHMARK: Morningstar Lifetime Moderate 2015 Index ⁶	0.90	2.71	3.95	7.56	3.80	5.62	N/A	5.96	
Pensionmark Asset Allocation 2020	1.12	3.57	5.15	9.40	4.69	N/A	N/A	5.83	11/08/2012
BENCHMARK: Morningstar Lifetime Moderate 2020 Index ⁷	0.97	3.01	4.39	8.60	4.13	6.30	N/A	6.73	
Pensionmark Asset Allocation 2025	1.17	3.92	5.61	10.19	4.84	N/A	N/A	6.52	11/09/2012
BENCHMARK: Morningstar Lifetime Moderate 2025 Index ⁸	1.04	3.39	4.96	10.09	4.53	7.15	N/A	7.99	
Pensionmark Asset Allocation 2030	1.24	4.18	6.04	11.14	5.26	N/A	N/A	7.33	11/09/2012
BENCHMARK: Morningstar Lifetime Moderate 2030 Index ⁹	1.11	3.80	5.61	11.95	4.93	8.00	N/A	9.11	

Variable Rate Investments-Average Annual Total Returns (%)

INVESTMENT NAME/COMPARATIVE BENCHMARK	CURRENT RETURNS AS OF 04/30/2017				STANDARD RETURNS AS OF 03/31/2017					INCEPTION DATE
	TICKER	1 MONTH	3 MONTH	YTD	1 YEAR	3 YEARS	5 YEARS	10 YEARS	SINCE INCEPTION	
Pensionmark Asset Allocation 2035 BENCHMARK: Morningstar Lifetime Moderate 2035 Index ²⁰		1.31	4.48	6.52	12.03	5.43	N/A	N/A	8.05	11/09/2012
Pensionmark Asset Allocation 2040 BENCHMARK: Morningstar Lifetime Moderate 2040 Index ²¹		1.16	4.17	6.21	13.71	5.23	8.61	N/A	9.91	11/09/2012
Pensionmark Asset Allocation 2045 BENCHMARK: Morningstar Lifetime Moderate 2045 Index ²²		1.38	4.74	6.92	12.85	5.68	N/A	N/A	8.81	11/09/2012
Pensionmark Asset Allocation 2050 BENCHMARK: Morningstar Lifetime Moderate 2050 Index ²³		1.19	4.41	6.62	14.90	5.36	8.88	N/A	10.26	11/09/2012
Pensionmark Asset Allocation 2060 BENCHMARK: Morningstar Lifetime Moderate 2060 Index ²⁴		1.43	4.99	7.27	13.83	5.95	N/A	N/A	9.59	11/09/2012
Pensionmark Asset Allocation Income BENCHMARK: Morningstar Lifetime Moderate Income Index ⁵		1.21	4.52	6.82	15.40	5.34	8.87	N/A	10.27	02/01/2013
Pensionmark Smart Lifecycle 2020 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2020 Index ⁴		1.45	5.14	7.50	14.55	6.15	N/A	N/A	8.52	04/18/2016
Pensionmark Smart Lifecycle 2025 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2025 Index ⁴		1.23	4.57	6.91	15.53	5.25	8.78	N/A	8.37	11/09/2012
Pensionmark Smart Lifecycle 2030 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2030 Index ⁴		1.52	5.34	7.82	N/A	N/A	N/A	N/A	13.52	05/01/2015
Pensionmark Smart Lifecycle 2035 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2035 Index ⁴		1.23	4.57	6.91	15.53	5.25	8.78	N/A	13.89	05/01/2015
Pensionmark Smart Lifecycle 2040 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2040 Index ⁴		1.04	3.30	4.70	8.62	4.31	N/A	N/A	4.37	05/01/2015
Pensionmark Smart Lifecycle 2045 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2045 Index ⁴		0.70	2.07	3.10	5.93	3.06	4.19	N/A	4.25	05/01/2015
Pensionmark Smart Lifecycle 2050 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2050 Index ⁴		1.03	3.12	4.20	5.29	N/A	N/A	N/A	3.46	05/01/2015
Pensionmark Smart Lifecycle 2055 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2055 Index ⁴		1.04	2.61	3.91	4.81	3.25	4.87	4.30	3.01	05/01/2015
Pensionmark Smart Lifecycle 2060 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2060 Index ⁴		1.13	3.58	4.88	6.08	N/A	N/A	N/A	3.95	05/01/2015
Pensionmark Smart Lifecycle 2065 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2065 Index ⁴		1.08	3.01	4.62	6.96	3.94	6.00	4.66	3.58	05/01/2015
Pensionmark Smart Lifecycle 2070 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2070 Index ⁴		1.21	4.04	5.52	6.86	N/A	N/A	N/A	4.40	05/01/2015
Pensionmark Smart Lifecycle 2075 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2075 Index ⁴		1.13	3.53	5.52	9.53	4.69	7.14	5.01	4.17	05/01/2015
Pensionmark Smart Lifecycle 2080 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2080 Index ⁴		1.29	4.43	6.11	7.58	N/A	N/A	N/A	4.82	05/01/2015
Pensionmark Smart Lifecycle 2085 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2085 Index ⁴		1.18	3.99	6.31	11.84	5.24	8.06	5.29	4.55	05/01/2015
Pensionmark Smart Lifecycle 2090 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2090 Index ⁴		1.36	4.81	6.67	8.31	N/A	N/A	N/A	5.20	05/01/2015
Pensionmark Smart Lifecycle 2095 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2095 Index ⁴		1.22	4.37	6.95	13.74	5.68	8.76	5.56	4.87	05/01/2015
Pensionmark Smart Lifecycle 2100 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2100 Index ⁴		1.40	5.05	7.02	8.71	N/A	N/A	N/A	5.36	05/01/2015
Pensionmark Smart Lifecycle 2105 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2105 Index ⁴		1.25	4.63	7.40	15.03	5.97	9.17	5.78	5.10	05/01/2015
Pensionmark Smart Lifecycle 2110 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2110 Index ⁴		1.42	5.09	7.10	8.79	N/A	N/A	N/A	5.40	05/01/2015
Pensionmark Smart Lifecycle 2115 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2115 Index ⁴		1.26	4.74	7.59	15.58	6.09	9.28	5.83	5.25	05/01/2015
Pensionmark Smart Lifecycle 2120 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2120 Index ⁴		1.42	5.09	7.09	8.76	N/A	N/A	N/A	5.42	05/01/2015
Pensionmark Smart Lifecycle 2125 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2125 Index ⁴		1.26	4.75	7.60	15.60	6.10	9.28	5.83	5.25	05/01/2015
Pensionmark Smart Lifecycle 2130 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2130 Index ⁴		1.42	5.08	7.07	8.77	N/A	N/A	N/A	5.40	05/01/2015
Pensionmark Smart Lifecycle 2135 Fund Institutional Class ³ BENCHMARK: Dow Jones Target 2135 Index ⁴		1.26	4.75	7.60	15.60	6.10	9.28	5.83	5.25	05/01/2015
Pensionmark Smart Lifecycle Retirement Fund Institutional Class ³ BENCHMARK: Dow Jones Target Today Index ⁴		0.95	3.05	3.94	4.91	N/A	N/A	N/A	3.25	05/01/2015
Pensionmark Smart Lifecycle Retirement Fund Institutional Class ³ BENCHMARK: Dow Jones Target Today Index ⁴		0.62	1.50	2.24	2.08	1.94	2.52	4.05	1.77	05/01/2015
Growth & Income										
American Funds - American Mutual Fund (Class R5) BENCHMARK: S&P 500 Index ²⁹	RMFFX	0.29	3.43	4.92	15.48	8.86	12.08	7.25	N/A	05/15/2002
Oppenheimer Real Estate Fund (Class Y) BENCHMARK: NAREIT Equity Index ⁴⁵	OREYX	1.03	5.16	7.16	17.17	10.37	13.30	7.51	N/A	10/01/2003
		0.24	1.71	0.87	1.91	9.69	9.42	4.68	N/A	10/01/2003
		0.43	2.82	2.99	5.25	10.56	10.32	4.97	N/A	10/01/2003

Variable Rate Investments-Average Annual Total Returns (%)

INVESTMENT NAME/COMPARATIVE BENCHMARK	TICKER	CURRENT RETURNS AS OF 04/30/2017			STANDARD RETURNS AS OF 03/31/2017						INCEPTION DATE
		1 MONTH	3 MONTH	YTD	1 YEAR	3 YEARS	5 YEARS	10 YEARS	SINCE INCEPTION		
Vanguard 500 Index Fund (Admiral Shares) BENCHMARK: S&P 500 Index ¹⁹	VFIAX	1.02	5.15	7.14	17.13	10.34	13.26	7.50	N/A	N/A	11/13/2000
Growth		1.03	5.16	7.16	17.17	10.37	13.30	7.51	N/A	N/A	
BlackRock Science & Technology Opportunities Fund (Institutional Class) BENCHMARK: Dow Jones Technology Index ²³	BGSIX	3.91	11.28	19.19	29.15	14.06	14.70	10.73	N/A	N/A	05/15/2000
Delaware Smid Cap Growth Fund (Institutional Class) BENCHMARK: Russell 2500 Growth Index ²⁰	DFDIX	0.89	2.29	7.92	1.33	5.85	8.66	9.00	N/A	N/A	11/09/1992
Eagle Small Cap Growth Fund (Class R5) BENCHMARK: Russell 2000 Growth Index ²⁸	HSRSX	1.52	9.46	11.67	25.97	8.26	11.29	8.88	N/A	N/A	10/02/2006
Janus Global Life Sciences Fund (Class I) BENCHMARK: S&P 500 Index ¹⁹	JFNIX	1.91	9.75	14.04	13.47	10.23	19.41	N/A	19.34	15.76	07/06/2009
John Hancock Small Cap Value Fund (Class I) ² BENCHMARK: Russell 2000 Value Index ¹⁹	JSCBX	0.90	0.42	-0.61	15.96	7.71	N/A	N/A	7.51	7.61	12/30/2013
T. Rowe Price Institutional Large Cap Core Growth Fund BENCHMARK: Russell 1000 Growth Index ¹⁷	TPLGX	3.72	9.20	14.46	18.07	11.15	13.92	9.54	N/A	N/A	09/30/2003
Vanguard Mid-Cap Index Fund (Admiral Shares) BENCHMARK: MSCI US Mid Cap 450 Index ²⁷	VIMAX	1.18	4.33	7.44	16.74	8.68	12.88	7.82	N/A	N/A	11/12/2001
Vanguard Small-Cap Index Fund (Admiral Shares) BENCHMARK: MSCI US Small Cap 1750 Index ²⁸	VSMAX	0.85	2.99	4.61	21.51	7.41	12.89	8.20	N/A	N/A	11/13/2000
Victory Sycamore Established Value Fund (Class I) BENCHMARK: Russell Midcap Index ²¹	VEVIX	-0.34	2.74	4.79	21.91	11.89	14.86	N/A	14.54	14.07	03/01/2010
International		0.77	3.46	5.96	17.03	8.48	13.09	7.94	N/A	N/A	
American Funds - EuroPacific Growth Fund (Class R5) BENCHMARK: MSCI EAFE Index ²⁴	RERFX	3.15	8.04	12.80	13.07	2.13	6.60	3.54	N/A	N/A	05/15/2002
Dreyfus International Equity Fund (Class I) BENCHMARK: MSCI EAFE Index ²⁴	DIERX	2.84	8.54	11.35	11.97	0.10	7.05	0.42	N/A	N/A	02/03/2003
Oppenheimer Developing Markets Fund (Class Y) BENCHMARK: MSCI Emerging Markets Free Index ¹⁶	ODVYX	2.79	8.73	14.14	15.46	-0.14	2.34	5.39	N/A	N/A	09/07/2005

Total returns are historical and include changes in share price and reinvestment of all dividends and capital gains, if any, but not the effect of any sales charges, which are waived for qualified retirement plans. If sales charges were included, total returns would be lower. Note - This Investment Return report is designed to provide investors with an illustration of the performance of only those funds and/or investments in the Plan's lineup as of the report date provided at the top of the first page. This report does not report performance figures for those funds and/or investments that were once in the Plan's lineup, and have since been removed from the lineup prior to the report date at the top of the first page. Further, the performance returns reported on this document represents performance for each respective fund; however, this does not represent the actual performance experience of individual participants within the Plan, due to participant's variability in cash flows, timing of cash flows, etc. For actual performance experience, participants should refer to the Personal rate of Return function online at mylife.jhrps.com, our Voice Response System (VRS), John Hancock participant service center, or periodic participant statements.

²In addition to fees charged by JHRPS for its services to the plan, affiliates of JHRPS receive investment management and other fees from the John Hancock Funds and other funds advised or sub-advised by JHRPS's affiliates.

³The fund is a collective investment fund and is privately offered. Therefore information on this investment is not available in local publications.

- ⁴The Dow Jones Target Date Indexes (each an "Index" or collectively the "Indexes") are a series of Indexes designed as benchmarks for multi-asset class portfolios with risk profiles that become more conservative over time. The Index weightings among the major asset classes are adjusted monthly based on a published set of Index rules. The Indexes with longer time horizons have higher allocations to equity securities, while the Indexes with shorter time horizons replace some of their stock allocations with allocations to fixed income securities and money market instruments. You cannot invest directly in an Index.
- ⁵The Morningstar Lifetime Moderate Income Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is at least ten years into retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ⁶The Morningstar Lifetime Moderate 2015 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about five years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ⁷The Morningstar Lifetime Moderate 2020 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about ten years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ⁸The Morningstar Lifetime Moderate 2025 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about 15 years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ⁹The Morningstar Lifetime Moderate 2030 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about 20 years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ¹⁰The Morningstar Lifetime Moderate 2035 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about 25 years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ¹¹The Morningstar Lifetime Moderate 2040 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about 30 years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ¹²The Morningstar Lifetime Moderate 2045 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about 35 years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ¹³The Morningstar Lifetime Moderate 2050 Index represents a portfolio of global equities, bonds and traditional inflation hedges such as commodities and TIPS. This portfolio is held in proportions appropriate for a U.S. investor who is about 40 years away from retirement. The Moderate risk profile is for investors who are comfortable with average exposure to equity market volatility. An investment cannot be made directly into an Index.
- ¹⁴CSFB High Yield Index: The Credit Suisse First Boston (CSFB) High Yield Index is a market-weighted index that includes publicly traded bonds rated below BBB by S&P and Baa by Moody's. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an Index.
- ¹⁵NAREIT Equity Index: The National Association of Real Estate Investment Trusts (NAREIT) Equity Index is an unmanaged market weighted index of tax qualified REITs listed on the New York Stock Exchange, American Stock Exchange and the NASDAQ National Market System, including dividends. An investment cannot be made directly into an Index.
- ¹⁶MSCI Emerging Markets Free Index is an unmanaged index of a sample of companies representative of the market structure of 26 Emerging Markets countries. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an Index.
- ¹⁷Russell 1000 Growth Index: The Russell 1000 Growth Index is an unmanaged index that measures the performance of those Russell 1000 companies with higher price-to-book ratios and higher forecasted growth values. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an Index.
- ¹⁸Russell 2000 Growth Index: The Russell 2000 Growth Index is an unmanaged index that measures the performance of those Russell 2000 companies with higher price-to-book ratios and higher forecasted growth values. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an Index.
- ¹⁹Russell 2000 Value Index: The Russell 2000 Value Index is an unmanaged index that measures the performance of those Russell 2000 companies with lower price-to-book ratios and lower forecasted growth values. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an Index.
- ²⁰Russell 2500 Growth Index: The Russell 2500 Growth Index is an unmanaged index that measures the performance of those Russell 2500 companies with higher price-to-book ratios and higher forecasted growth values. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an Index.
- ²¹Russell Midcap Index: The Russell Midcap Index is an unmanaged index that measures the performance of the 800 smallest companies in the Russell 1000 Index. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an Index.

²¹ Barclays US Aggregate Bond Index: The Barclays US Aggregate Bond Index is an unmanaged market value-weighted performance benchmark for investment-grade or better fixed-rate debt issues, including government, corporate, asset-backed, and mortgage-backed securities, with maturities of at least one year. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an index.

²² Dow Jones Technology Index: The Dow Jones Technology Index is an unmanaged index consisting of companies included in the Dow Jones Global Universe Index that derive their primary revenue from the technology sector. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an index.

²³ MSCI EAFE Index: The MSCI EAFE Index (Europe, Australasia, Far East) is a free float-adjusted market capitalization index that is designed to measure the equity market performance of developed markets, excluding the US & Canada. The MSCI EAFE Index consists of the 22 developed market country indices in Europe, Australasia and the Far East. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an index.

²⁴ The Citigroup World Government Bond Index (WGBI) is market capitalization weighted and tracks total returns of government bonds in 22 developed countries globally. Local bond market returns are from country sub-indices of the Citigroup WGBI. It includes reinvested interest. One cannot invest directly in an index, nor is an index representative of the Fund's portfolio.

²⁵ MSCI US Mid Cap 450 Index: The MSCI US Mid Cap 450 Index represents the universe of medium capitalization companies in the US equity market. This index targets for inclusion 450 companies and represents, as of October 29, 2004, approximately 15% of the capitalization of the US equity market. An investment cannot be made directly into an index.

²⁶ MSCI US Small Cap 1750 Index: The MSCI US Small Cap 1750 Index represents the universe of small capitalization companies in the US equity market. This index targets for inclusion 1,750 companies and represents, as of October 29, 2004, approximately 12% of the capitalization of the US equity market. An investment cannot be made directly into an index.

²⁷ S&P 500 Index TR: S&P 500® is a trademark of The McGraw-Hill Companies, Inc. The S&P 500 is an unmanaged index and is widely regarded as the standard for measuring large-cap U.S. stock market performance. Results assume the reinvestment of all capital gain and dividend distributions. An investment cannot be made directly into an index.

An investment cannot be made directly into an index.

The mutual fund performance and statistical data included here is supplied by Morningstar, Inc. and was collected from company reports, financial reporting services, periodicals and other sources believed to be reliable. Although carefully verified, data are not guaranteed by Morningstar, Inc. or John Hancock Retirement Plan Services, LLC.

Returns for 1-month, 3-month and YTD are cumulative total returns. Returns for 1-year, 3-years, 5-years, 10-years and since inception are average annual total returns through the most recent calendar quarter.

The following information focuses on the performance of investment options that have a fixed or stated rate of return. This table shows the annual rate of return of each such option, the term or length of time that you will earn this rate of return, and other information relevant to performance.

Fixed Return Investments	NAME/TYPE OF OPTION	RETURNS	TERMS	OTHERS
Stable Value				
	NYL Guaranteed Interest Account ¹ mylife.jhrps.com/investment_info	1.85%	Semi-Annual	Rate credited through 06/30/2017

¹This investment option is not a mutual fund.

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Section 2 – Fee and Expense Information

The following table shows fee and expense information for the plan's investment options. The Total Annual Operating Expenses are expenses that reduce the rates of return of the investment option. This table also shows any redemption fees charged by an investment option upon the sale or exchange of shares and the minimum number of days one must hold the investment in order to avoid a redemption fee.

Expense ratio (gross) does not include fee waivers or expense reimbursements which result in lower actual cost to the investor.

Fees and Expenses

TOTAL ANNUAL OPERATING EXPENSE
As a % **Per \$1,000**

REDEMPTION FEES
% **# Days** **Additional Information**

NAME/TYPE OF OPTION

Stable Value

NYL Guaranteed Interest Account

0.50% \$ 5.00 N/A N/A

Income

AllianceBernstein Global Bond Fund (Advisor Class)

N/A N/A N/A

John Hancock Income Fund (Class R6)

N/A \$ 4.10 N/A

Prudential High-Yield Fund (Class Z)

N/A \$ 5.70 N/A

RidgeWorth Total Return Bond Fund (I Shares)

N/A \$ 4.50 N/A

Target Date

Pensionmark Asset Allocation 2015

N/A \$ 3.90 N/A

Pensionmark Asset Allocation 2020

N/A \$ 3.80 N/A

Pensionmark Asset Allocation 2025

N/A \$ 3.70 N/A

Pensionmark Asset Allocation 2030

N/A \$ 3.60 N/A

Pensionmark Asset Allocation 2035

N/A \$ 3.40 N/A

Pensionmark Asset Allocation 2040

N/A \$ 3.30 N/A

Pensionmark Asset Allocation 2045

N/A \$ 3.10 N/A

Pensionmark Asset Allocation 2050

N/A \$ 3.00 N/A

Pensionmark Asset Allocation 2060

N/A \$ 2.80 N/A

Pensionmark Asset Allocation Income

N/A \$ 3.90 N/A

Pensionmark Smart Lifecycle 2020 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2025 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2030 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2035 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2040 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2045 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2050 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2055 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle 2060 Fund Institutional Class

N/A \$ 2.90 N/A

Pensionmark Smart Lifecycle Retirement Fund Institutional Class

N/A \$ 2.90 N/A

Growth & Income

American Funds - American Mutual Fund (Class R5)

N/A \$ 3.60 N/A

Oppenheimer Real Estate Fund (Class Y)

N/A \$ 11.80 N/A

Vanguard 500 Index Fund (Admiral Shares)

N/A \$ 0.40 N/A

Growth

BlackRock Science & Technology Opportunities Fund (Institutional Class)

N/A \$ 12.70 N/A

Fees and Expenses

NAME/TYPE OF OPTION	TOTAL ANNUAL OPERATING EXPENSE		REDEMPTION FEES		Additional Information
	As a %	Per \$1,000	%	# Days	
Delaware Smid Cap Growth Fund (Institutional Class)	0.94%	\$ 9.40	N/A	N/A	
Eagle Small Cap Growth Fund (Class R5)	0.79%	\$ 7.90	N/A	N/A	
Janus Global Life Sciences Fund (Class I)	0.78%	\$ 7.80	N/A	N/A	
John Hancock Small Cap Value Fund (Class I)	1.26%	\$ 12.60	N/A	N/A	
T. Rowe Price Institutional Large Cap Core Growth Fund	0.57%	\$ 5.70	N/A	N/A	
Vanguard Mid-Cap Index Fund (Admiral Shares)	0.06%	\$ 0.60	N/A	N/A	
Vanguard Small-Cap Index Fund (Admiral Shares)	0.06%	\$ 0.60	N/A	N/A	
Victory Sycamore Established Value Fund (Class I)	0.69%	\$ 6.90	N/A	N/A	
International					
American Funds - EuroPacific Growth Fund (Class R5)	0.54%	\$ 5.40	N/A	N/A	
Dreyfus International Equity Fund (Class I)	1.18%	\$ 11.80	N/A	N/A	
Oppenheimer Developing Markets Fund (Class Y)	1.07%	\$ 10.70	N/A	N/A	

The cumulative effect of fees and expenses can substantially reduce the growth of your retirement savings. Visit the Department of Labor's Web site for an example showing the long-term effect of fees and expenses at http://www.dol.gov/ebsa/publications/401k_employee.html. Fees and expenses are only one of many factors to consider when you decide to invest in an option. You may also want to think about whether an investment in a particular option, along with your other investments, will help you achieve your financial goals.

Please visit mylife.jhrps.com for a glossary of investment terms relevant to this plan. The glossary is intended to help you better understand your options.

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Section 3 – Plan Related Information

PLAN ADMINISTRATIVE EXPENSES

Participant Directed: In addition to the total annual operating fees associated with the investments, an annual pro-rata administrative fee of approximately 0.29% will be deducted from participant accounts on a quarterly basis. As an example: For an account balance of \$50,000 the quarterly pro-rata fee would be approximately \$36.25. In addition, participants in the Plan pay a quarterly per participant administrative fee. As an example, over the last four quarters ending May 31, 2017, the average per participant administrative fee was approximately \$15.69 per quarter. Fees are deducted from individual account balances each quarter.

The Carpenters Annuity Plan may pay outside service providers for administrative services rendered during the year, such as recordkeeping and investment advisory services. Such amounts may be paid from a segregated account under the Annuity Plan and/or may be charged against participants' accounts on a pro-rata basis in accordance with the Amended and Restated Rules and Regulations of the Plan. Any amounts assessed against your account will be disclosed on a quarterly basis.

RESTRICTED INVESTMENTS

The following funds have restrictions as described below: 1) Trustee Directed Option: This investment may have restrictions regarding contributions and liquidations. 2) Mutual funds are not appropriate for frequent trading and most mutual funds monitor and restrict such activity. If you conduct transactions in a particular fund too often or attempt to exchange among related funds soon after purchasing, the mutual fund may restrict or deny future purchases. Please review the funds' prospectuses for more information.

ABILITY TO DIRECT INVESTMENTS

“Qualified” Participants have the option of selecting their own investment options from a select group of mutual funds. In order to become a qualified Participant, you must participate in a special education program to learn more about selecting your own investment options. Once qualified, you have the right to transfer into or out of any investment option in your Carpenters Annuity Plan at any time. Investment options in your Annuity Plan may have implemented restrictions such as short-term trading fees and/or trading blackout periods on certain transactions. If these apply to any of the options in the Annuity Plan, they will be explained in the Fees and Expenses section. To change any of your investments, you can go to mylife.jhrps.com at any time, or you can call John Hancock at 1(800)294-3575 from 8:00 a.m. to 10:00 p.m. Eastern time on New York Stock Exchange business days. For your protection, all calls to a John Hancock Representative are recorded.

ABOUT RISK

All investing involves risk. It is possible that your investment objectives may not be met. All mutual funds are subject to market risk and may fluctuate in value. Neither John Hancock, its affiliates, nor its representatives, provide tax, legal, or accounting advice. Please contact your own advisors.

Please contact John Hancock at 1(800) 294-3575 for a prospectus, and, if available, a summary prospectus. Investors are asked to consider the investment objectives, risks, and charges and expenses of the investment carefully before investing. The prospectus, or summary prospectus, contains this and other information about the investment company. Please read this information carefully before investing. Marketing support services are provided by John Hancock Distributors LLC. John Hancock Retirement Plan Services, LLC is also referred to as “John Hancock”.

AVISO

Si usted tiene dificultad en entender alguna parte de este folleto, comuníquese con Carpenter Funds Administrative Office en 265 Hegenberger Road, Suite 100, Oakland, CA 94621. Las horas de oficina son de 8:00 a.m. a 5:00 p.m., lunes a viernes. Usted también puede llamar a la oficina del Plan, teléfono 888-547-2054, para ayuda.