

U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

NINTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 20th day of August, 2019, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. A new Section 5 is added to Article 9 of the Plan to read as follows:
5. A participant or beneficiary shall only bring an action in connection with the Plan in the United States District Court for the Northern District of California.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 8/20/2019



CO-CHAIRMAN

Date: 8/22/19

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)**

TENTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 17th day of August, 2020, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective January 1, 2020, a new subsection (g) is added to Article 6, Section 1 to state as follows:

(g) Notwithstanding the above, for the period of January 1, 2020 through December 31, 2020, an Employee may receive a CARES Act Coronavirus Distribution up to \$20,000 if he or she self-certifies to at least one of the below requirements:

- (i) Has been diagnosed with Coronavirus by a test approved by the CDC; or
- (ii) Has a spouse or dependent who is diagnosed with the Coronavirus by a test approved by the CDC; or
- (iii) Experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced, be unable to work due to lack of child care, or close or reduce hours of his or her owned or operated personal business due to the Coronavirus, or other factors as determined by the Secretary of State.

(1) An Employee shall not be eligible for the CARES Act Coronavirus Distribution if he or she is employed by or acting as a contractor in the Building Trades who is not signatory to the Collective Bargaining Agreement of the union having jurisdiction of the work.

(2) An Employee can repay the CARES Act Coronavirus Distribution amount at any time during the three-year period beginning on the day after the distribution was received. The repayment can be made in one or more installments.

(3) Any CARES Act Coronavirus Distribution is limited to amounts in an Employee's profit-sharing account. The 10% federal excise penalty tax and California 2.5% state excise tax for early distributions is waived for CARES Act Coronavirus Distributions.

2. Effective January 1, 2020, a new Section 6 is added to Article 6 to state as follows:

6. (a) Notwithstanding any other provisions of the Plan, whether an Employee or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in

2021 for the 2020 calendar year for an Employee with a required beginning date of April 1, 2021) but for the enactment of Section 401(a)(9)(l) of the Code (2020 RMDs), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Employee, the joint lives (or joint life expectancies) of the Employee and the Employee's designated beneficiary, or for a period of at least 10 years, will not receive those distributions.

(b) In addition, a direct rollover will be offered only for distributions that would be eligible rollover distribution in the absence of Section 401(a)(9)(l).

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 8/17/2020



CO-CHAIRMAN

Date: 8/17/2020

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)**

ELEVENTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 12th day of April, 2021, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective January 1, 2021, amend Article 3, Section 5(b) in its entirety to state as follows:

(b) In March of each year, all undistributed Pension Augmentation contributions received as of March 1 for covered employment through December 31 of the prior year shall be distributed to Employees who performed qualifying employment. For purposes of this program, qualifying employment means employment as a Building Trades Journeyman or Building Trades Apprentice, in the twelve-month period ending December 31 of the prior year, for which contributions were required to be made to the U. A. Local No. 159 Defined Benefit Plan but for which no contributions were required to be made to this Defined Contribution Plan, and employment as a first or second period apprentice under the Residential Labor Agreement in the twelve-month period ending December 31 of the prior year. Qualifying employment does not include Trainees under the Residential Specialist Agreement and travelers whose contributions are reciprocated to the U. A. Local No. 159 Trust Funds under a Reciprocity Agreement. The amount of Pension Augmentation contributions allocated to each Employee shall be the lesser of:

(1) the undistributed Pension Augmentation contributions received as of March 1 for covered employment through the prior December 31, divided by the total number of hours of qualifying employment performed by all Employees, times the number of hours of qualifying employment performed by that Employee; or

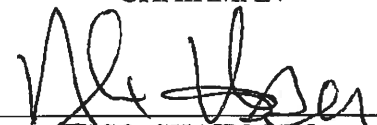
(2) \$2.00 per hour for each hour of qualifying employment.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 4/15/2021



CO-CHAIRMAN

Date: 4/15/2021

U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

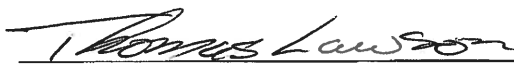
TWELFTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 12th day of April, 2021, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective December 31, 2019, amend Article 2, Section 1(b)(2)(C)(1) in its entirety to state as follows:

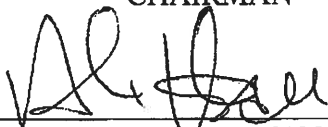
(1) Notice Requirement. At least thirty (30) days and no more than ninety (90) days, prior to the beginning of each Plan Year, the Administrator shall provide each applicable Employee eligible to participate in the Plan with notice in writing in a manner calculated to be understood by the average eligible Employee, or through an electronic medium reasonably accessible to such Employee, of the contribution requirement described below, of any other contributions under the Plan, and the conditions under which such contributions are made, the type and amount of Compensation that may be deferred under the Plan, the procedures for making deferrals and the administrative and timing requirements that apply, the periods available under the Plan for making elective deferrals, the plan to which safe harbor contributions will be made (if different than the Plan), and the withdrawal and vesting provisions applicable to contributions under the Plan. During the ninety (90) day period ending with the day an applicable Employee becomes eligible to participate in the Plan, the same notice shall be provided to that Employee. Notwithstanding the foregoing, the notice shall satisfy both the content requirement and timing requirement of IRS Notice 98-52 and IRS Notice 2000-3, and any subsequent guidance issued by the IRS, or any regulations issued under Section 401(k)(12) of the Code. Notwithstanding the foregoing, pursuant to Section 103 of the SECURE Act and IRS Notice 2020-68, effective December 31, 2019 the Plan will no longer provide such notice as described herein.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 4/15/2021



CO-CHAIRMAN

Date: 4/15/2021

U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

THIRTEENTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 18th day of August, 2021, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective for distributions made after December 31, 2019 with respect to individuals who attain age 70 ½ after such date, amend Article 6, Section 1(c) in its entirety to state as follows:

(c) April 1 of the year following the year that the Employee reaches age 70½, whether or not retired. Effective January 1, 2020, the above rule shall apply when the Employee reaches age 72;

2. Effective for distributions made after December 31, 2019 with respect to individuals who attain age 70 ½ after such date, amend Article 6, Section 2(c) in its entirety to state as follows:

(c) April 1 of the calendar year following the year in which the Employee reaches age 70½, without regard to actual date of retirement. Effective January 1, 2020, the above rule shall apply when the Employee reaches age 72.

3. Effective for distributions made after December 31, 2019 with respect to individuals who attain age 70 ½ after such date, amend Article 7, Section 2(a)(2) in its entirety to state as follows:

(2) a partial lump sum distribution, followed by monthly installments to commence on April 1 of the calendar year following the year that the Employee attains age 70½. Effective January 1, 2020, the above rule shall apply when the Employee attains age 72.

4. Effective for distributions made after December 31, 2019 with respect to individuals who attain age 70 ½ after such date, amend Article 7, Section 6(b) in its entirety to state as follows:

(b) If an Employee has elected to maintain his or her account after retirement, proceeds of the account shall be distributed to the Employee or beneficiary

upon application thereafter in accordance with the provisions of this Article, and in compliance with the payment of benefit provisions of Article 6. However, in no event may a participant or beneficiary elect to delay distribution of benefits beyond April 1 of the year following the year that the participant attains age 70½, or would have attained age 70½ if living. Effective January 1, 2020, the above rule shall apply when the participant attains age 72, or would have attained age 72 if living. If a participant or beneficiary fails to apply for benefits at such time, the Plan shall commence payment of benefits in installments to a single participant or any beneficiary, pending the election of the form of benefit under this Article. Furthermore, notwithstanding any other provision of this Plan, distributions from the Plan shall be made in accordance with the requirements of Internal Revenue Code § 401(a)(9), including the minimum incidental death benefit provisions thereof, and all applicable Regulations issued thereunder by the Internal Revenue Service.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

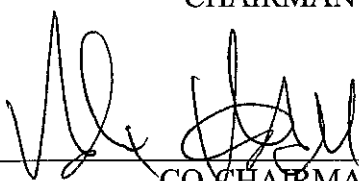
Date: 8/30/2021

CO-CHAIRMAN

Date: _____

upon application thereafter in accordance with the provisions of this Article, and in compliance with the payment of benefit provisions of Article 6. However, in no event may a participant or beneficiary elect to delay distribution of benefits beyond April 1 of the year following the year that the participant attains age 70½, or would have attained age 70½ if living. Effective January 1, 2020, the above rule shall apply when the participant attains age 72, or would have attained age 72 if living. If a participant or beneficiary fails to apply for benefits at such time, the Plan shall commence payment of benefits in installments to a single participant or any beneficiary, pending the election of the form of benefit under this Article. Furthermore, notwithstanding any other provision of this Plan, distributions from the Plan shall be made in accordance with the requirements of Internal Revenue Code § 401(a)(9), including the minimum incidental death benefit provisions thereof, and all applicable Regulations issued thereunder by the Internal Revenue Service.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.

_____	Date: _____
CHAIRMAN	
	
_____	Date: <u>8/30/2021</u>
CO-CHAIRMAN	

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)**

FOURTEENTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 7th day of December, 2021, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective January 1, 2022 amend Article 7 Section 1(a) in its entirety to state as follows:

1. (a) Distribution from the Plan may be made in any one of the following ways, always giving primary consideration to the wishes of the Employee whenever possible:

(1) lump sum distribution, subject to the procedures of subsection (b);

(2) equal monthly installments in an amount to be selected by the Employee, and not less than \$100.00, over a fixed period of years, not to exceed the life expectancy of: (i) the Employee, or (ii) if the Employee's beneficiary is his or her spouse who is more than ten years younger than the Employee, the joint life expectancy of the Employee and spouse; in accordance with Internal Revenue Code Section 401(a)(9), IRS Reg. § 1.401(a)(9)-2 through 1.401(a)(9)-9 and the incidental death benefit requirements of 401(a)(9)(G).

Notwithstanding the foregoing, distributions to a beneficiary shall comply with Section 401(a)(9)(B) and Section 401(a)(9)(H) of the Internal Revenue Code.

2. Effective January 1, 2022 amend Article 7 Section 2 in its entirety to state as follows:

2. (a) Subject to the limits stated in Subsections 1(a)(2) and 6(b) of this Article, an Employee or a surviving spouse may, at the person's benefit commencement date, elect either of the following:

(1) a partial lump sum distribution, followed by monthly installments commencing immediately, or

(2) a partial lump sum distribution, followed by monthly installments to commence on April 1 of the calendar year following the year that the Employee attains age 70½. Effective January 1, 2020, the above rule shall apply when the Employee attains age 72.

Notwithstanding the foregoing, distributions to a surviving spouse shall comply with Section 401(a)(9)(B) and Section 401(a)(9)(H) of the Internal Revenue Code.

(b) An Employee or surviving spouse who is entitled to distribution of his or her account balance but who has not received a full distribution thereof may, in accordance with procedures established by the Trustees, but no more often than once a month, elect to receive a partial or total lump sum distribution, or to have monthly installments commenced, terminated, increased or decreased, within the limitations of Subsections 1(a)(2) and 6(b) of this Article. Notwithstanding the foregoing, distributions to a surviving spouse shall comply with Section 401(a)(9)(B) and Section 401(a)(9)(H) of the Internal Revenue Code. The Trustees reserve the right to deny a request for a new election of form of distribution, if they determine that it is not in the interests of the participants and beneficiaries to permit changes in the form of distribution at that time.

(c) Except for distributions to beneficiaries who are eligible under the terms of the Plan for payment of benefits only in a single lump sum distribution, no distribution of benefits to an Employee, designated beneficiary, alternate payee, or estate shall be made without written notice to the Trust Fund Office of the form of distribution. Any election to change the form of distribution of benefits must also be made by written notice to the Trust Fund Office.

(d) The Plan may assess an administrative fee, as established from time to time by the Trustees, for any election of a form of distribution after an initial election at benefit commencement date or which includes two forms of distribution.

3. Effective January 1, 2022 amend Article 7 Section 3 in its entirety to state as follows:

3. If an Employee dies with undistributed benefits in his or her Plan account, the benefits shall be paid to the surviving spouse, if any, or to a beneficiary designated by the Employee. No person other than an Employee may designate a beneficiary under this Plan. The designation of a beneficiary for a married Employee, other than the Employee's spouse, shall be valid only if the spouse properly consents to the designation. The designation of a spouse as beneficiary by the Employee shall be automatically revoked by the dissolution of their marriage, unless preserved by a qualified domestic relations order or reinstated by the Employee after the dissolution. The designation of any person other than a spouse is revoked if the Employee becomes married thereafter, and shall not become effective again if that marriage is dissolved. Any death benefits payable to a beneficiary shall be payable in the form, time and manner as prescribed under Section 401(a)(9)(B) and Section 401(a)(9)(H) of the Internal Revenue Code. If there is no surviving spouse or designated beneficiary, the Employee's entire interest in the Plan shall be distributed to the following persons in the order stated below, the members of each class to take to the exclusion of each succeeding class or classes:

- (a) children, if any, natural or adopted;
- (b) father and/or mother, if either living;
- (c) sisters and/or brothers, if any living; or
- (d) the Employee's estate.

4. Effective January 1, 2022 amend Article 7 Section 6(b) in its entirety to state as follows:

(b) If an Employee has elected to maintain his or her account after retirement, proceeds of the account shall be distributed to the Employee or beneficiary upon application thereafter in accordance with the provisions of this Article, and in compliance with the payment of benefit provisions of Article 6. However, in no event may a participant or beneficiary elect to delay distribution of benefits beyond April 1 of the year following the year that the participant attains age 70½, or would have attained age 70½ if living. Effective January 1, 2020, the above rule shall apply when the participant attains age 72, or would have attained age 72 if living. If a participant or beneficiary fails to apply for benefits at such time, the Plan shall commence payment of benefits in installments to a single participant or any beneficiary, pending the election of the form of benefit under this Article. Furthermore, notwithstanding any other provision of this Plan, distributions from the Plan shall be made in accordance with the requirements of Internal Revenue Code § 401(a)(9), including the minimum incidental death benefit provisions thereof, and all applicable Regulations issued thereunder by the Internal Revenue Service.

Notwithstanding the foregoing, distributions to a beneficiary shall comply with Section 401(a)(9)(B) and Section 401(a)(9)(H) of the Internal Revenue Code.

5. Effective January 1, 2022 amend Article 7 Section 7(a) in its entirety to state as follows:

(a) If the Employee or beneficiary will be receiving a total distribution in a single lump sum, and if the holder of the Employee's participant-directed account permits the transfer of Plan assets to a non-Plan account of the person, and the person so elects, the person may roll any or all of the participant-directed account distributable to that person over to a non-Plan individual retirement arrangement ("IRA") without the liquidation of assets held in his or her participant-directed account. Other than such assets as are rolled into an IRA, all assets held in the Employee's participant-directed account shall be liquidated by the Trust Fund Office at the time of the distribution, and the proceeds thereof applied to the distribution. Notwithstanding the foregoing, distributions to a beneficiary shall comply with Section 401(a)(9)(B) and Section 401(a)(9)(H) of the Internal Revenue Code.

6. Effective January 1, 2022 amend Article 7 Section 8(a) in its entirety to state as follows:

- (a) This Section applies to distributions made on or after January 1, 1993, except as otherwise indicated. 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 an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

Notwithstanding the foregoing, distributions to a beneficiary shall comply with Section 401(a)(9)(B) and Section 401(a)(9)(H) of the Internal Revenue Code.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.

Thomas Lawson
CHAIRMAN

Date: 12/9/2021

CO-CHAIRMAN

Date: _____

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.

_____	Date: _____
 CHAIRMAN	
_____	Date: <u>12/9/2021</u>
CO-CHAIRMAN	

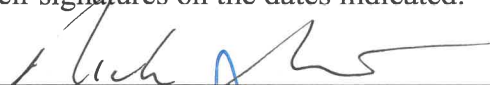
U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)

FIFTEENTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 12th day of April, 2022, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

1. Effective April 12, 2022 amend Article 6 Section 4 in its entirety to state as follows:
4. Notwithstanding anything to the contrary herein, the Trustees may, prior to benefit commencement date, order immediate distribution of any Employee's account without the Employee's consent, when the total value of the Employee's accounts is less than \$1,000.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 4-12-22



CO-CHAIRMAN

Date: 4-12-22

**U. A. LOCAL NO. 159 DEFINED CONTRIBUTION PLAN
(As Restated October 1, 2014)**

SIXTEENTH AMENDMENT

Pursuant to the powers conferred upon them under Article IV, Section 4.4.08 of the U. A. Local No. 159 Pension Trust Fund Trust Agreement, the Board of Trustees, meeting on the 7th day of June, 2022, amended the Defined Contribution Plan as follows, to be effective immediately except as otherwise noted below, and authorized the Chairman and Co-Chairman to authenticate the same by affixing their names hereto:

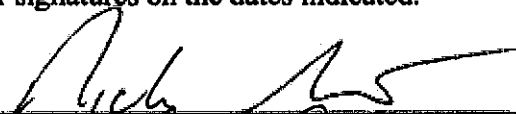
1. Effective January 1, 2022 amend Article 3, Section 5(b) in its entirety to state as follows:

(b) In March of each year, all undistributed Pension Augmentation contributions received as of March 1 for covered employment through December 31 of the prior year shall be distributed to Employees who performed qualifying employment and are in good standing with the Union as of March 1. For purposes of this program, qualifying employment means employment as a Building Trades Journeyman or Building Trades Apprentice, in the twelve-month period ending December 31 of the prior year, for which contributions were required to be made to the U. A. Local No. 159 Defined Benefit Plan but for which no contributions were required to be made to this Defined Contribution Plan, and employment as a first or second period apprentice under the Residential Labor Agreement in the twelve-month period ending December 31 of the prior year. Qualifying employment does not include Trainees under the Residential Specialist Agreement and travelers whose contributions are reciprocated to the U. A. Local No. 159 Trust Funds under a Reciprocity Agreement. The amount of Pension Augmentation contributions allocated to each Employee shall be the lesser of:

(1) the undistributed Pension Augmentation contributions received as of March 1 for covered employment through the prior December 31, divided by the total number of hours of qualifying employment performed by all Employees, times the number of hours of qualifying employment performed by that Employee; or

(2) \$2.00 per hour for each hour of qualifying employment.

IN WITNESS of the adoption of this amendment, the Chairman and Co-Chairman hereby affixed their signatures on the dates indicated.



CHAIRMAN

Date: 6-8-22



CO-CHAIRMAN

Date: 6/20/22