

**AMENDMENT NO. 5
TO THE IBEW LOCAL 22/NECA DEFINED CONTRIBUTION PLAN B**

WHEREAS, Article XI of the IBEW Local 22/NECA Defined Contribution Plan B ("Plan"), restated effective January 1, 2015, provides that the Plan may be amended at any time by the Board of Trustees;

WHEREAS, it is the desire of the Board of Trustees to amend the Plan;

NOW, THEREFORE, BE IT RESOLVED THAT, the Plan shall be amended as follows:

Effective March 1, 2017, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

APPENDIX A

| Hourly Contribution Rates | | | | | |
|---|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 6/1/16 – 5/31/19 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/18 | 4/1/16 – 3/31/19 | 3/1/17 – 2/29/20 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.10 4 th , 5 th , and 6 th period Apprentices: \$1.98 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.70 LP-3 Worker: \$0.85 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.56 3 rd period Apprentices: \$1.54 4 th period Apprentices: \$1.66 |

| | | | | | |
|--|--|--|--|--|--|
| | | | | | 5 th period Apprentices: \$1.79 6 th period Apprentices: \$1.92 |
|--|--|--|--|--|--|

Effective April 1, 2017, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

APPENDIX A

| Hourly Contribution Rates | | | | | |
|--|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 6/1/16 – 5/31/19 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/18 | 4/1/16 – 3/31/19 | 3/1/17 – 2/29/20 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.10 4 th , 5 th , and 6 th period Apprentices: \$1.98 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.90 LP-3 Worker: \$0.95 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.56 3 rd period Apprentices: \$1.54 4 th period Apprentices: \$1.66 5 th period Apprentices: \$1.79 6 th period Apprentices: \$1.92 |

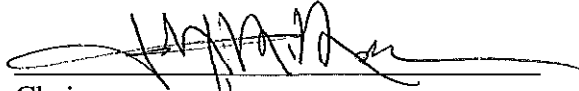
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Effective June 5, 2017, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

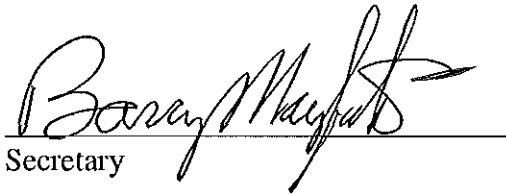
APPENDIX A

| Hourly Contribution Rates | | | | | |
|---|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 6/1/16 – 5/31/19 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/18 | 4/1/16 – 3/31/19 | 3/1/17 – 2/29/20 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.16 4 th , 5 th , and 6 th period Apprentices: \$2.04 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.90 LP-3 Worker: \$0.95 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.56 3 rd period Apprentices: \$1.54 4 th period Apprentices: \$1.66 5 th period Apprentices: \$1.79 6 th period Apprentices: \$1.92 |

IN WITNESS WHEREOF, we have herennto affixed our signature and approved this Amendment this 23 day of May 2017.



Chairman



Secretary

**AMENDMENT NO. 4
TO THE IBEW LOCAL 22/NECA DEFINED CONTRIBUTION PLAN B**

WHEREAS, Article XI of the IBEW Local 22/NECA Defined Contribution Plan B (“Plan”), restated effective January 1, 2015, provides that the Plan may be amended at any time by the Board of Trustees;

WHEREAS, it is the desire of the Board of Trustees to amend the Plan;

NOW, THEREFORE, BE IT RESOLVED THAT, the Plan shall be amended as follows:

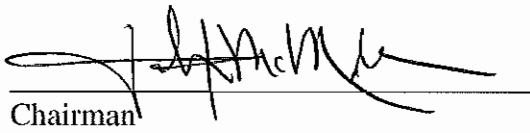
Effective June 1, 2016, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

APPENDIX A

| Hourly Contribution Rates | | | | | |
|---|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 6/1/16 – 5/31/19 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/18 | 4/1/16 – 3/31/19 | 3/1/14 – 2/28/17 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.10 4 th , 5 th , and 6 th period Apprentices: \$1.98 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.70 LP-3 Worker: \$0.85 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.33 3 rd period Apprentices: \$1.40 4 th period Apprentices: \$1.51 5 th period Apprentices: \$1.63 |

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|--|--|--|--|--|---|
| | | | | | 6 th period Apprentices: \$1.75 |
|--|--|--|--|--|---|

IN WITNESS WHEREOF, we have hereunto affixed our signature and approved this Amendment this 16 day of August 2016.


Chairman


Secretary

**AMENDMENT NO. 3
TO THE IBEW LOCAL 22/NECA DEFINED CONTRIBUTION PLAN B**

WHEREAS, Article XI of the IBEW Local 22/NECA Defined Contribution Plan B (“Plan”), restated effective January 1, 2015, provides that the Plan may be amended at any time by the Board of Trustees;

WHEREAS, it is the desire of the Board of Trustees to amend the Plan;

NOW, THEREFORE, BE IT RESOLVED THAT, the Plan shall be amended as follows:

1. Effective March 1, 2016, Article VII shall be amended at Section 7.06 by deleting subsection (b) and inserting in its place the following subsection (b):

(b) Partial Payment.

(i) Election of Partial Payment

An unmarried Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(b) and formally rejects the applicable normal form as explained in Section 7.05, or a married Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(b) and, with the consent of his Spouse, formally rejects the 50% Joint and Survivor Annuity in accordance with Section 7.03, may elect to receive a portion of his Accumulated Share in the form of a lump sum. Under this option, a Participant may choose any amount for the partial payment so long as that amount does not exceed his Accumulated Share. A Participant may make an election under this Section 7.06(b) a maximum of four (4) times per calendar year.

(ii) Reapplication for Other Benefits after Partial Payment

After a Participant receives a partial payment in accordance with this Section 7.06(b), the remaining portion of the Participant’s Accumulated Share shall be treated in the same manner as the Participant’s Accumulated Share was treated prior to the date that the Participant received a partial payment in accordance with this Section 7.06(b). This shall mean that a Participant may subsequently apply for additional benefits in accordance with Section 9.01. The Participant’s eligibility for any benefit will be determined based on whether the Participant meets the requirements of Section 6.01 on the date that his application is received by the Plan Administrator.

2. Effective March 1, 2016, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

APPENDIX A

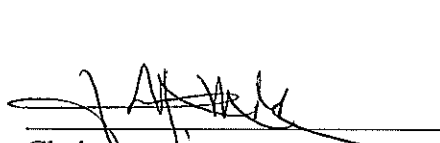
| Hourly Contribution Rates | | | | | |
|---|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 9/1/14 – 5/31/16 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/18 | 4/1/13 – 3/31/16 | 3/1/14 – 2/28/17 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.95 4 th , 5 th , and 6 th period Apprentices: \$1.98 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.70 LP-3 Worker: \$0.85 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.33 3 rd period Apprentices: \$1.40 4 th period Apprentices: \$1.51 5 th period Apprentices: \$1.63 6 th period Apprentices: \$1.75 |

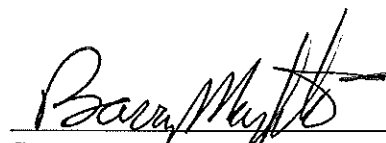
3. Effective April 1, 2016, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

APPENDIX A

| Hourly Contribution Rates | | | | | |
|--|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 9/1/14 – 5/31/16 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/18 | 4/1/16 – 3/31/19 | 3/1/14 – 2/28/17 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.95 4 th , 5 th , and 6 th period Apprentices: \$1.98 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.70 LP-3 Worker: \$0.85 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.33 3 rd period Apprentices: \$1.40 4 th period Apprentices: \$1.51 5 th period Apprentices: \$1.63 6 th period Apprentices: \$1.75 |

IN WITNESS WHEREOF, we have hereunto affixed our signature and approved this Amendment this 23 day of May 2016.


Chairman


Secretary

**AMENDMENT NO. 2
TO THE IBEW LOCAL 22/NECA DEFINED CONTRIBUTION PLAN B**

WHEREAS, Article XI of the IBEW Local 22/NECA Defined Contribution Plan B (“Plan”), restated effective January 1, 2015, provides that the Plan may be amended at any time by the Board of Trustees;

WHEREAS, it is the desire of the Board of Trustees to amend the Plan;

NOW, THEREFORE, BE IT RESOLVED THAT, the Plan shall be amended as follows:

1. Effective May 1, 2015, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

APPENDIX A

| Hourly Contribution Rates | | | | | |
|---|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 9/1/14 – 5/31/16 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/2018 | 4/1/13 – 3/31/16 | 3/1/14 – 2/28/17 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.85 4 th , 5 th , and 6 th period Apprentices: \$1.93 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.70 LP-3 Worker: \$0.85 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.15 3 rd period Apprentices: \$1.29 4 th period Apprentices: \$1.40 5 th period Apprentices: \$1.51 |

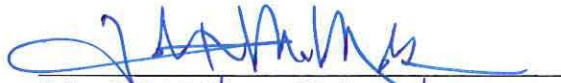
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| | | | | | 6 th period Apprentices: \$1.61 |
|--|--|--|--|--|--|

2. Effective September 1, 2015, Appendix A shall be amended by deleting the Appendix in its entirety and inserting in its place the following APPENDIX A:

APPENDIX A

| Hourly Contribution Rates | | | | | |
|---|--|--|---|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 9/1/14 – 5/31/16 | 12/1/14 – 11/30/17 | 4/1/15 – 3/30/2018 | 4/1/13 – 3/31/16 | 3/1/14 – 2/28/17 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.95 4 th , 5 th , and 6 th period Apprentices: \$1.98 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.70 LP-3 Worker: \$0.85 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.15 3 rd period Apprentices: \$1.29 4 th period Apprentices: \$1.40 5 th period Apprentices: \$1.51 6 th period Apprentices: \$1.61 |

IN WITNESS WHEREOF, we have hereunto affixed our signature and approved this Amendment this 1 day of September 2015.


John T. McMahon, Chairman


Barry Mayfield, Secretary

**AMENDMENT NO. 1
TO THE IBEW LOCAL 22/NECA DEFINED CONTRIBUTION PLAN B**

WHEREAS, Article XI of the IBEW Local 22/NECA Defined Contribution Plan B ("Plan"), restated effective January 1, 2015, provides that the Plan may be amended at any time by the Board of Trustees;

WHEREAS, it is the desire of the Board of Trustees to amend the Plan;

NOW, THEREFORE, BE IT RESOLVED THAT, the Plan shall be amended as follows:

1. Effective January 1, 2003, Article 9 shall be amended at Section 9.07(e)(i) by deleting the Section in its entirety and inserting in its place the following Section 9.07(e)(i):

(i) *Designated Beneficiary*

"Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury Regulations.

2. Effective January 1, 2015, Article 13 shall be amended by adding the following Section 13.03:

Section 13.03. Non-Collectively Bargained Employee Contributions

If an Employer enters into a Participation Agreement with the Fund, the Employer shall remit Contributions to the Fund on behalf of the Employer's Non-Collectively Bargained Employees in accordance with the terms of the Participation Agreement and the following rules:

- (a) The International Brotherhood of Electrical Workers shall remit Contributions to the Fund on behalf of each of its Non-Collectively Bargained Employees who are bargaining alumni employed as state organizing coordinators and work 1,000 hours or more in a Plan Year. The International Brotherhood of Electrical Workers shall remit Contributions to the Fund on behalf of these Non-Collectively Bargained Employees for each hour worked by or paid to the Non-Collectively Bargained Employee. If the International Brotherhood of Electrical Workers employs Non-Collectively Bargained Employees who are compensated on a salary basis and are exempt from the overtime provisions of the Fair Labor Standards Act, the International Brotherhood of Electrical Workers shall remit Contributions to the Fund on behalf of such Employees on the basis of the hours per week on which the Non-Collectively Bargained Employee's salary is based. All Contributions remitted to the Fund pursuant to this Section 13.03(a) shall be remitted at the Journeyman rate listed in Appendix A, Column 1, Row 2 of this Plan.
- (b) The Union shall remit Contributions to the Fund on behalf of each of its Non-Collectively Bargained Employees who work 1,000 hours or more in a Plan Year. The Union shall remit Contributions on behalf of these Non-Collectively

Bargained Employees for each hour worked by or paid to the Non-Collectively Bargained Employee. If the Union employs Non-Collectively Bargained Employees who are compensated on a salary basis and are exempt from the overtime provisions of the Fair Labor Standards Act, the Union shall remit Contributions to the Fund on behalf of such Employees on the basis of the hours per week on which the Non-Collectively Bargained Employee's salary is based. All Contributions remitted to the Fund pursuant to this Section 13.03(b) shall be remitted at the Journeyman rate listed in Appendix A, Column 1, Row 2 of this Plan.

- (c) The Omaha Joint Electrical Apprenticeship & Training Committee ("OJEATC") shall remit Contributions to the Fund on behalf of each of its Non-Collectively Bargained Employees who are bargaining unit alumni and work 1,000 hours or more in a Plan Year. The OJEATC shall remit Contributions on behalf of these Non-Collectively Bargained Employees for each hour worked by or paid to the Non-Collectively Bargained Employee. If the OJEATC employs Non-Collectively Bargained Employees who are compensated on a salary basis and are exempt from the overtime provisions of the Fair Labor Standards Act, the OJEATC shall remit Contributions to the Fund on behalf of such Employees on the basis of the hours per week on which the Non-Collectively Bargained Employee's salary is based. All Contributions remitted to the Fund pursuant to this Section 13.03(c) shall be remitted at the Journeyman rate listed in Appendix A, Column 1, Row 2 of this Plan.
 - (d) Labor United, Inc. shall remit Contributions to the Fund on behalf of each of its Non-Collectively Bargained Employees who work an average of twenty (20) or more hours per week. Labor United, Inc. shall remit Contributions to the Fund on behalf of these Non-Collectively Bargained Employees on the basis of one-hundred forty (140) hours a month. All Contributions remitted to the Fund pursuant to this Section 13.03(d) shall be remitted at the rate of seven dollars and ten cents (\$7.10) per hour.
 - (e) All Employers that have entered into a Participation Agreement with the Fund and are not listed in Sections 13.03(a), (b), (c), or (d) shall remit Contributions to the Fund on behalf of each of their Non-Collectively Bargained Employees who work an average of twenty (20) or more hours per week. The Employer shall remit Contributions to the Fund on behalf of these Non-Collectively Bargained Employees on the basis of one-hundred forty (140) hours a month. All Contributions remitted to the Fund pursuant to this Section 13.03(e) shall be remitted at the Journeyman rate listed in Appendix A, Column 1, Row 2 of this Plan.
3. Effective January 1, 2007, Article 14 shall be clarified at Section 14.12 by deleting the Section in its entirety and inserting in its place the following Section 14.12:

Section 14.12. Military Service

(a) Participants

A Participant who enters into Qualified Military Service as that term is defined in Section 1.25, Section 414(u) of the Internal Revenue Code, and the Uniformed

Services Employment and Reemployment Rights Act of 1994 (USERRA), shall be subject to the provisions of this Section. A Participant shall have his Individual Account credited with the Contributions (but not the investment earnings or forfeitures thereon) he would have received had he not been in Qualified Military Service, as calculated by the formula set forth in the reasonable procedures established by the Trustees. Notwithstanding the foregoing, in order to receive credit, the Participant shall meet all the applicable requirements under USERRA, including, but not limited to:

- (i) terminating Covered Employment for the purpose of entering Qualified Military Service;
- (ii) receiving an honorable discharge;
- (iii) applying for reemployment in Covered Employment within the applicable period required by USERRA which varies between one (1) to ninety (90) days depending on the Participant's length of Qualified Military Service; and
- (iv) providing reasonable documentation of Qualified Military Service to the Plan.

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 Sections 414(u) and 401(a)(37) of the Internal Revenue Code.

(b) Survivors

Effective January 1, 2007, if a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan had the Participant resumed and then terminated employment on account of death in accordance with the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") and Section 401(a)(37) of the Internal Revenue Code.

4. Effective December 31, 2001, Article 15 shall be amended at Section 15.02(d) by deleting the Section in its entirety and inserting in its place the following Section 15.02(d):

(d) If any Participant covered under this Plan is a Key Employee with respect to a Contributing Employer and participates or participated at any time during the Plan Year containing the determination date or any of the four (4) preceding Plan Years (regardless of whether the Plan has terminated), that portion of this Plan covering Employees of that Employer will be treated as part of the required aggregation group containing that Key Employee. The portion of this Plan containing Employees of an Employer may be treated as a part of that Employer's permissive aggregation group. To the extent any part of this Plan is treated as a part of any aggregation group of an Employer, all Participants in this Plan who have any Accrued Benefit under this Plan attributable to work for that Employer shall be included in the required aggregation group, and all other Participants

in this Plan shall be excluded. A Participant is treated as an Employee of an Employer, for purposes of Top-Heavy testing and Top-Heavy vesting and minimum contribution requirements, if that Participant has any Accrued Benefit attributable to service with that Employer.

5. Effective January 1, 2015, the Plan shall be amended by adding the following Appendix A at the end of the Plan:

APPENDIX A


| Hourly Contribution Rates | | | | | |
|---|--|--|--|---|--|
| Collective Bargaining Agreement ("CBA") | <i>Column 1</i> Inside Wireman | <i>Column 2</i> Sound & Communications | <i>Column 3</i> Lightning Protection | <i>Column 4</i> Residential Wireman | <i>Column 5</i> Greater Nebraska Inside Wireman |
| <i>Row 1</i> Effective Dates | 9/1/14 – 5/31/16 | 12/1/14 – 11/30/17 | 3/30/14 – 5/31/15 | 4/1/13 – 3/31/16 | 3/1/14 – 2/28/17 |
| <i>Row 2</i> Employee on Whose Behalf Contributions are Remitted and Applicable Contribution Rate | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.85 4 th , 5 th , and 6 th period Apprentices: \$1.93 | Journeyman and all other Employees covered by the CBA except Apprentices: \$3.25 4 th , 5 th , and 6 th period Apprentices: \$1.63 | Master Installer I & II, Master Installer / Designer: \$1.50 | Journeyman and all other Employees covered by the CBA except Apprentices and Installers: \$3.00 | Journeyman and all other Employees covered by the CBA except Apprentices: \$2.15 3 rd period Apprentices: \$1.29 4 th period Apprentices: \$1.40 5 th period Apprentices: \$1.51 6 th period Apprentices: \$1.61 |

IN WITNESS WHEREOF, we have hereunto affixed our signature and approved this Amendment this 19th day of May 2015.

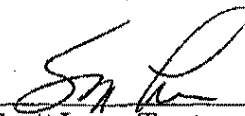
APPROVED:



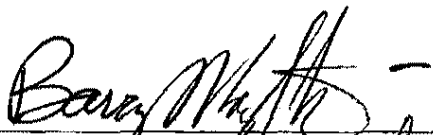
John T. McMahon, Chairman



Allan Hale, Trustee



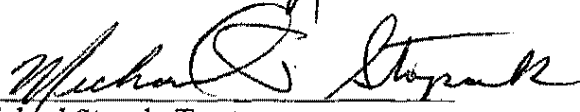
Scott Love, Trustee



Barry Mayfield, Secretary



Steve Mayfield, Trustee



Michael Stopak, Trustee

A&I RECEIVED

NOV 24 2014

**IBEW LOCAL 22/NECA
DEFINED CONTRIBUTION PLAN B**

PLAN DOCUMENT

AMENDED AND RESTATED JANUARY 1, 2015

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**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 22/NECA DEFINED CONTRIBUTION PLAN B**

PREFACE

WHEREAS, the IBEW No. 22 - N.E.C.A. Money Purchase Pension Plan was established on June 1, 1978;

WHEREAS, the IBEW Local No. 22 - N.E.C.A. Money Purchase Pension Plan was renamed, amended, and restated as the IBEW Local 22/NECA Defined Contribution Plan B effective January 1, 2000;

WHEREAS, Article XI of the IBEW 22/NECA Defined Contribution Plan B, effective January, 1, 2000, provides that the Plan may be amended by the Trustees;

WHEREAS, the IBEW Local 22/NECA Defined Contribution Plan B was further amended and restated in accordance with Article XI of the Plan effective January 1, 2006;

WHEREAS, the IBEW Local 22/NECA Defined Contribution Plan B was further amended and restated in accordance with Article XI of the Plan effective January 1, 2009; and

WHEREAS, it is the desire of the Trustees to amend this Plan in order to comply with federal law and subsequent amendments thereto and to continue to maintain this Plan as a qualified Plan and Trust under Sections 401(a) and 501(a) of the United States Internal Revenue Code;

NOW, THEREFORE, in accordance with Article XI of the Plan, the IBEW Local 22/NECA Defined Contribution Plan B shall be amended and restated, effective January 1, 2015, as follows:

ARTICLE I - DEFINITIONS

Section 1.01. Account Balance

The term "Account Balance" means the amount (or value) of a Participant's Individual Account as of any Valuation Date.

Section 1.02. Accrued Benefit

The term "Accrued Benefit" means the amount of the retirement benefit earned by a Participant under the Plan as of a measuring date. Benefits under this Plan are accrued based solely on Contributions made or required to be made to the Fund pursuant to a Collective Bargaining Agreement, a Participation Agreement, or the Electrical Industry Pension Reciprocal Agreement, and any income, expenses, gains and losses allocated to a Participant's Individual Account under the terms of the Plan.

Section 1.03. Accumulated Share

The term "Accumulated Share" means the maximum amount payable from an Individual Account as defined and described in Section 5.01, and applies only for the purposes of determining the proper amount to be paid to a Participant, Alternate Payee, or Beneficiary.

Section 1.04. Actuarial Equivalent

The term "Actuarial Equivalent" means an amount or benefit that is actuarially equivalent to another amount or benefit at a specified time if the actuarial present value of the two (2) amounts or benefits (calculated using the same actuarial assumptions) at that time is the same.

Section 1.05. Alternate Payee

The term "Alternate Payee" means the Spouse, former Spouse, child, or other dependent of a Participant who is designated by a Qualified Domestic Relations Order ("QDRO") to receive benefits, or to receive any other right or interest, with respect to the Individual Account of that Participant.

Section 1.06. Annuitant

The term "Annuitant" means a Participant who received or is receiving a benefit under this Plan.

Section 1.07. Annuity Starting Date

The term "Annuity Starting Date" means the first day of the first month for which a monthly payment is to be made when benefits are paid in the form of an annuity, or the first day on which all events have occurred which entitle the Participant, Alternate Payee, or Beneficiary to payment of a benefit in a form other than an annuity.

Section 1.08. Association or Employer Association

The term "Association" or "Employer Association" means the Omaha Division, Nebraska Chapter of NECA and its successors and/or assigns.

Section 1.09. Beneficiary

The term "Beneficiary" means a person (other than an Annuitant) who is receiving, or may become entitled to receive, benefits under this Plan because of his or her designation for such benefits by a Participant or by the provisions of this Plan.

Section 1.10. Code or Internal Revenue Code

The term "Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

Section 1.11. Collective Bargaining Agreement

The term "Collective Bargaining Agreement" means any written agreement requiring an Employer to submit Contributions to the Fund in a manner and amount acceptable to the Trustees for work performed by one (1) or more Employees, and such written agreement is in force and effect between either:

- (a) the Union and the Association;
- (b) the Union and one (1) or more Employers doing the type of work performed by members of the Association;
- (c) the International Brotherhood of Electrical Workers and one (1) or more Employers doing the type of work performed by members of the Association; or
- (d) the International Brotherhood of Electrical Workers and an employers association.

Section 1.12. Compensation

The term "Compensation" means the Employee's wages, salaries, and any other compensation for work in Covered Employment (without regard to whether or not an amount is paid in cash) from an Employer that is includible in the Employee's gross income as wages for the year. The annual Compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year.

Section 1.13. Contributing Employer or Employer

The term "Contributing Employer" or "Employer" means any of the following:

- (a) Any entity that:
 - (i) performs the type of work performed by members of the Association;
 - (ii) is bound by a Collective Bargaining Agreement or a Participation Agreement, which provides for the payment of Contributions to the Fund for work performed by the entity's Employees; and
 - (iii) agrees, in writing, to be bound by the terms of the Trust Agreement.
- (b) The Union for the purpose of providing benefits for the Union's Employees, provided the Union enters into a written agreement with the Fund providing for the terms and conditions of making Contributions to the Fund on behalf of the Union's Employees, and provided the Union agrees, in writing, to be bound as an Employer to the terms of the Trust Agreement.
- (c) An entity that is obligated to make Contributions to the Fund pursuant to the Electrical Industry Pension Reciprocal Agreement.
- (d) The International Brotherhood of Electrical Workers Local No. 22 Building Corporation (the "Building Corporation") for the purpose of providing benefits for the Building Corporation's Employees, provided the Building Corporation enters into a written agreement with the Fund providing for the terms and conditions of making Contributions to the Fund on behalf of such Employees of the Building Corporation, and provided the Building Corporation agrees, in writing, to be bound as an Employer to the terms of the Trust Agreement.

- (e) The Association for the purpose of providing benefits for the Association's Employees, provided the Association enters into a written agreement with the Fund providing for the terms and conditions of making Contributions to the Fund on behalf of the Association's Employees and provided the Association agrees, in writing, to be bound as an Employer to the terms of the Trust Agreement.
- (f) The Omaha Joint Electric Apprenticeship & Training Committee ("OJEATC") for the purpose of providing benefits for the OJEATC's Employees, provided the OJEATC enters into a written agreement with the Fund providing for the terms and conditions of making Contributions to the Fund on behalf of the OJEATC's Employees and provided the OJEATC agrees, in writing, to be bound as an Employer to the terms of the Trust Agreement.
- (g) The Fund for the purpose of providing benefits for the Fund's Employees, provided the Fund sets forth in writing the terms and conditions of making Contributions to the Fund on behalf of the Fund's Employees, and provided the Fund agrees, in writing, to be bound as an Employer to the terms of the Trust Agreement.

Section 1.14. Contributions

The term "Contributions" means the money an Employer is obligated to pay to the Fund pursuant to the terms of the Trust Agreement and the terms of either a Collective Bargaining Agreement, a Participation Agreement, or the Electrical Industry Pension Reciprocal Agreement. Contributions shall also include money the Fund receives pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994.

Section 1.15. Covered Employment

The term "Covered Employment" means employment of an Employee by an Employer which requires the Employer to submit Contributions to the Fund on behalf of the Employee in accordance with the terms of a Collective Bargaining Agreement, a Participation Agreement, or the Electrical Industry Pension Reciprocal Agreement.

Section 1.16. Early Retirement Age

The term "Early Retirement Age" means the date an Employee has attained age fifty-five (55).

Section 1.17. Employee

The term "Employee" means any person engaged in employment for which an Employer is obligated to make Contributions to the Fund pursuant to the terms of a Collective Bargaining Agreement, a Participation Agreement, or the Electrical Industry Pension Reciprocal Agreement. The term "Employee" shall not include anyone whose ownership would, in the opinion of the Trustees, jeopardize the tax-exempt status of the Fund or violate the provisions of ERISA.

Section 1.18. ERISA

The term "ERISA" means the Employee Retirement Income Security Act of 1974, any amendments to the Employee Retirement Income Security Act of 1974, and any regulations promulgated pursuant to the provisions of the Employee Retirement Income Security Act of 1974.

Section 1.19. Fund or Trust Fund

The term "Fund" or "Trust Fund" means the assets of the International Brotherhood of Electrical Workers Local Union No. 22 Pension Fund established by the Trust Agreement.

Section 1.20. Highly Compensated Employee

The term "Highly Compensated Employee" means, with respect to a Plan Year, an Employee who was a "five percent (5%) owner" at any time during the year or the preceding year or had Compensation in excess of the Highly Compensated Employee ("HCE") Compensation Limit (determined under Code Section 414(q)(1)(B)) and was in the "top-paid group" for the preceding year. For purposes of this Section 1.20, the Compensation of each Participant taken into account for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year.

- (a) An Employee is considered a "five percent (5%) owner" for a year if the Employee met the following requirements at any time during the year:
 - (i) If the Employer is a corporation, any person who owns (or is considered as owning in accordance with the stock ownership attribution rules of Code Section 318) more than five percent (5%) of the outstanding stock of the corporation, or owning any amount of stock possessing more than five percent (5%) of the total combined voting power of all stock of the corporation.
 - (ii) If the Employer is not a corporation, any person who owns more than five percent (5%) of the capital or profits interest in the Employer.
- (b) The "top-paid group" consists of the top twenty percent (20%) of the Employer's employees (including all common-law employees of that Employer and all self-employed individuals who are treated as employees pursuant to Code Section 401(c)(1), and all leased employees who are treated as employees of the Employer pursuant to Code Sections 414(n) and 414(o), whether or not such employees participate, or are eligible to participate, in this Plan) when ranked on the basis of compensation (determined in accordance with the rules of Code § 415(c)(3)) paid during the year. For purposes of determining the number of employees in the top-paid group, the following employees are excluded: employees who have not completed six (6) months of service; employees who normally work less than seventeen and one half (17½) hours per week; employees who normally work during not more than six (6) months in any year; employees who have not attained age twenty-one (21); and any employees covered by a collective bargaining agreement that meets all requirements to be recognized as a collective bargaining agreement by the U.S. Department of Labor.
- (c) For purposes of determining which employees are in the top-paid group, or whether an individual is a five percent (5%) owner, all of the following entities shall be aggregated with the Employer and will be treated as the Employer for this purpose only: all corporations which are members of a controlled group of corporations within the meaning of Code Section 414(b), all trades or businesses (whether or not incorporated) under common control with the Employer within the meaning of Code Section 414(c), all members of an affiliated service group with the Employer within the meaning of Code Section 414(m), and all other businesses aggregated with the Employer under Code Section 414(o).

Section 1.21. Hour of Work

The term "Hour of Work" means all hours in Covered Employment for which an Employee is paid, or entitled to payment, by a Contributing Employer for the performance of work for the

Employer. Hours of Work shall be credited during the Plan Year in which the work is performed and in accordance with Department of Labor Regulation Section 2530.200b-3(d).

Section 1.22. Individual Account

The term "Individual Account" means the separate account established for each Employee pursuant to this Plan.

Section 1.23. Investment Fund

The term "Investment Fund" means a separate investment fund established pursuant to Article III of this Plan.

Section 1.24. Life Annuity

The term "Life Annuity" means a series of payments purchased from an insurance carrier, continuing for at least the life of the recipient (the initial recipient if there is more than one (1)).

Section 1.25. Military Service or Qualified Military Service

The term "Military Service" or "Qualified Military Service" (also referred to as Uniformed Service, Service in a Military Service or Service in the Uniformed Services) means the performance of duty on a voluntary or involuntary basis, whether in time of peace or war, in any of the Uniformed Services under competent authority and includes active duty, active and inactive duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and any National Guard duty performed pursuant to Federal law, any period for which an Employee is absent from Covered Employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which an Employee is absent from Covered Employment for the purpose of performing funeral honors duty as authorized by 10 U.S.C. Section 12503 or 32 U.S.C. Section 115. In addition, service as an intermittent disaster-response appointee upon activation of the National Disaster Medical System (NDMS, an agency within the Federal Emergency Management Agency, Department of Homeland Security) or as a participant in an authorized training program, as required by the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. Section 300hh-11(e)(3), will be treated as Military Service or Uniformed Service for purposes of determining a Participant's Qualified Military Service for which benefit accrual credit is required.

Section 1.26. Normal Retirement Age

The term "Normal Retirement Age" means age sixty-five (65).

Section 1.27. Participant

The term "Participant" means an Annuitant, Employee, or former Employee on whose behalf the Plan has created an Individual Account and who has a balance in his or her Individual Account.

Section 1.28. Participation Agreement

The term "Participation Agreement" means a written agreement between the Fund and any Employer which requires the Employer to submit Contributions to the Fund in an amount and manner acceptable to the Trustees.

Section 1.29. Plan

The term "Plan" means the "IBEW Local 22/NECA Defined Contribution Plan B" which is a money purchase pension plan established by the Trustees pursuant to the Trust Agreement.

Section 1.30. Plan Administrator or Administrator

The term "Plan Administrator" or "Administrator" means the Board of Trustees or any other person or entity to which the Trustees have delegated power to administer or make determinations under the Plan.

Section 1.31. Plan Year

The term "Plan Year" means the calendar year running from January 1 through December 31.

Section 1.32. Qualified Domestic Relations Order (QDRO)

The term "Qualified Domestic Relations Order" (also referred to as "QDRO") means a domestic relations order which has been reviewed by the Plan and determined to be a qualified order as defined in ERISA Section 206(d) and Code Section 414(p).

Section 1.33. Spouse

The term "Spouse" means the legal spouse of the Participant as of his Annuity Starting Date (or on such other date specified in the relevant Section of the Plan), provided the marriage of the Participant and his spouse is lawfully recognized in the State where the marriage was entered into, and, to the extent required by a QDRO, a Participant's former spouse. The term "State" in this Section means any state, territory, or possession of the United States, or any foreign jurisdiction having the legal authority to sanction marriages.

Section 1.34. Trust Agreement

The term "Trust Agreement" means the Restated Agreement and Declaration of Trust of the International Brotherhood of Electrical Workers Local Union No. 22 Pension Fund.

Section 1.35. Trustees

The term "Trustees" means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.

Section 1.36. Union

The term "Union" means the International Brotherhood of Electrical Workers, Local Union No. 22.

Section 1.37. Valuation Date

The term "Valuation Date" means any business day the New York Stock Exchange is open for trading.

ARTICLE II - PARTICIPATION

Section 2.01. Participation

An Employee shall become a Participant in the Plan on the date on which the Plan creates an Individual Account on his or her behalf. The Plan shall create an Individual Account for an Employee on the date the Fund first receives Contributions from an Employer on the Employee's behalf.

ARTICLE III - INVESTMENT FUNDS

Section 3.01. General Investment Fund

There shall be established upon adoption of this Plan a general Investment Fund to be managed by a designated agent of the Trustees in accordance with standards of prudence imposed upon them by law and in accordance with the Trust Agreement.

Section 3.02. Additional Investment Funds

The Trustees may, from time to time, establish additional Investment Funds and eliminate or change the name of an existing Investment Fund. The identity and characteristics of each new Investment Fund established by the Trustees shall be disclosed to Participants after adoption by the Trustees and at least once annually thereafter and upon request of a Participant.

Section 3.03. Participant Investment Selection Privilege

The Plan is an ERISA Section 404(c) plan, which provides Plan Participants with the opportunity to exercise control over the investment of the assets in their own accounts and an opportunity to decide how, from a broad range of investment alternatives, their assets are to be invested. The Trustees are not liable for any loss or for any breach which results from a Participant's exercise of control over his Individual Account.

Each Participant may direct the manner in which the value of his Individual Account is invested as of the date of direction. Each Participant may also direct how the Contributions to be made to his Individual Account are to be invested. Participants direct how their Individual Accounts are to be invested by placing the monies in one (1) or more of the existing Investment Funds. Such investment selection privilege shall be governed by rules established by the Trustees. The rules shall be disclosed to Participants at least once annually and upon request of a Participant. There shall be established a default Investment Fund to be managed by a designated agent of the Trustees in accordance with standards of prudence imposed upon them by law and in accordance with the Trust Agreement. Absent an Investment Fund election by a Participant, Contributions made on behalf of the Participant shall be invested in the default Investment Fund. The default Investment Fund is a Qualified Default Investment Arrangement as defined in 29 C.F.R. § 2550.404(c)-5(e).

ARTICLE IV - INDIVIDUAL ACCOUNTS

Section 4.01. Creation of Accounts

A separate Individual Account shall be established for each Participant for whom Contributions are received. A separate Individual Account shall be established for each Alternate Payee in accordance with the reasonable procedures established by the Trustees for Qualified Domestic Relations Orders.

Section 4.02. Determination of Amount

The amount in each Participant's Individual Account shall be fixed as of the end of each Valuation Date. The amount in each Individual Account shall be the total of the following:

- (a) the amount in the Individual Account as of the previous Valuation Date; **plus**
- (b) the Investment Yield determined to be applicable to the Individual Account in accordance with Section 4.03(a) as of the previous Valuation Date; **plus**
- (c) Contributions received from Contributing Employers by the Plan on behalf of the Participant since the prior Valuation Date (less operating expenses deducted from those Contributions in accordance with Section 4.03(b)); plus rollovers made to the Plan on behalf of the Participant from another qualified retirement plan since the prior Valuation Date; **minus**
- (d) any benefit payments made from the Individual Account since the prior Valuation Date.

Section 4.03. Investment Yield and Operating Expenses

- (a) The Investment Yield for each Investment Fund for each Participant shall be determined by multiplying the Participant's interest or shares in each Investment Fund by the value of each share for that Investment Fund based upon the following amounts:
 - (i) the value of that Investment Fund as of the Valuation Date; and
 - (ii) the value of that Investment Fund as of the previous Valuation Date.
- (b) Operating expenses will be charged in two (2) ways:
 - (i) An amount will be deducted from Contributions submitted on behalf of Employees prior to the remission of the Contributions to Individual Accounts. The amount of the operating expenses to be deducted from Contributions, and the frequency of the deductions, will be determined at the discretion of the Trustees, in accordance with reasonable procedures established for this purpose by the Trustees and in accordance with the Code and ERISA.
 - (ii) An amount will be deducted from each Individual Account. The amount of operating expenses to be deducted from each Individual Account, and the frequency of the deductions, will be determined at the discretion of the Trustees, in accordance with reasonable procedures established for this purpose by the Trustees and in accordance with the Code and ERISA.

Section 4.04. Other Expenses Charged to a Participant's Individual Account

Charges incurred to locate missing Participants and reasonable and necessary expenses actually incurred in connection with a distribution of a benefit (including fees associated with the purchase of an annuity contract to provide benefits under an annuity form of distribution), and

any optional services requested by a Participant (such as charges for overnight delivery of a benefits check or application materials), may be charged to a Participant's or Alternate Payee's Individual Account in accordance with the reasonable administrative procedures established by the Trustees.

Section 4.05. QDRO Determination Expenses

- (a) Unless otherwise specified in the final approved QDRO, the Alternate Payee's share of Plan benefits, as prescribed by the QDRO, shall be subject to a reduction in an amount equivalent to one-half (1/2) of all reasonable determination expenses that are allocated to and debited from the Participant's Individual Account before the Alternate Payee's Individual Account is established.
- (b) Where the Alternate Payee's Individual Account is established and funded before all reasonable determination expenses called for in this Section are allocated to and debited from the Participant's Individual Account, then the unallocated expenses shall thereupon be allocated to and debited from the Alternate Payee's and Participant's Individual Accounts equally, with each being one-half (1/2) of the unallocated expenses, unless otherwise specified in the final approved QDRO.
- (c) For the purposes of this Section, reasonable expenses shall be limited to the following: all reasonable attorney's fees, paralegal fees, postage, and copying costs incurred by the Plan incidental to the QDRO determination process.

Section 4.06. Quarterly Statements

Each Participant and Alternate Payee who has an Individual Account shall receive a statement of his Individual Account as of the end of each calendar quarter.

Section 4.07. Return of Employer Contributions

In no event shall any Employer, directly or indirectly, receive any refund of Contributions, or any payment or transfer of assets from the Trust, except as permitted under Code Section 401(a)(2), ERISA Section 403(c), and the regulations promulgated thereunder regarding Contributions made pursuant to mistakes of law or fact, and then only within the period permitted, and only when the Trustees, in their sole and absolute discretion, have determined that returning the amount is appropriate and prudent under the circumstances.

Section 4.08. Limitations Applicable to Individual Accounts

In no event shall any allocation be made to a Participant's Individual Account that would exceed the maximum annual additions permitted under Code Section 415 and the regulations promulgated thereunder. The defined contribution annual additions dollar limit per Code Section 415(c)(1) is not to be greater than the lesser of forty thousand dollars (\$40,000) (as adjusted pursuant to Code Section 415(d)) or one hundred percent (100%) of the Participant's Compensation for the limitation year.

The above limitations are intended to comply with the provisions of Section 415 of the Internal Revenue Code, as amended. If there is any discrepancy between the provisions of this Section and the provisions of Section 415 of the Internal Revenue Code and regulations thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of Section 415 of the Internal Revenue Code.

For purposes of this Section 4.08, Compensation means the safe harbor definition of "compensation" stated in IRS Regulation 1.415(c)-2(d)(2). Compensation paid or made available during such limitation year shall include Compensation that the Participant earned or income paid by the later of:

- a) two and one-half (2½) months after severance from employment; or
- b) the end of the limitation year that includes the date of severance from employment.

For purposes of this Section 4.08, the Compensation of each Participant taken into account for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC section 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year.

ARTICLE V - ACCUMULATED SHARES AND VESTING

Section 5.01. Amount of Accumulated Share

Upon the occurrence of any event calling for the payment of any benefit from this Plan, the maximum amount to be paid shall be:

- (a) The amount in the Participant's Individual Account as of the Valuation Date on which authorized distribution directions are received by the third-party account record keeper;
plus
- (b) Any additional Contributions made on behalf of the Participant which, were not yet credited as of the date authorized distribution directions were received by the third-party account record keeper.

The amount described above shall be known as the "Accumulated Share."

Section 5.02. Vesting in Accumulated Shares

A Participant shall be fully vested in his Accumulated Share at all times.

Section 5.03. Actuarial Equivalence of Benefits

For purposes of Article VII, the following principles shall apply in determining the Actuarial Equivalence of a Participant's Accumulated Share:

- (a) The value of a Participant's Accumulated Share shall be in accordance with Section 5.01 as of the date for which the value is determined. The value of the account shall be adjusted as of each subsequent Valuation Date, until the amount in the account is distributed by purchase of an annuity or otherwise.
- (b) The conversion of an Accumulated Share, or part of it, to an Actuarially Equivalent annuity shall be based on the actuarial assumptions and other terms prescribed by an insurance company selected to issue the annuity. These need not be the same factors (or the same insurance company) used to estimate the annuity benefits for the purpose of informing the Participant and Spouse of the effect of receiving the benefit in annuity form.
- (c) Fees and other costs directly incurred in connection with the purchase of an annuity will be deducted from the Account Balance immediately before the purchase.

ARTICLE VI - BENEFIT ELIGIBILITY

Section 6.01. Eligibility

(a) Eligibility for the Normal Form of Benefit, a Qualified Optional Survivor Annuity, or a Single Lump Sum Payment

A Participant will be eligible to receive his Accumulated Share paid in the form described in Section 7.01, 7.02, 7.04, or 7.06(a) if any one (1) of the following conditions is met:

- (i) the Participant has attained Normal Retirement Age and signs a declaration that he is no longer employed in the electrical trade and will not apply for work in the electrical trade; or
- (ii) the Participant has attained Early Retirement Age and signs a declaration that he is no longer employed in the electrical trade and will not apply for work in the electrical trade; or
- (iii) no Contributions have been made to the Fund on behalf of the Participant for the period of at least nine (9) consecutive months prior to the Participant's Annuity Starting Date; or
- (iv) the Participant is Totally and Permanently Disabled, as defined in Section 6.02.

(b) Eligibility for Partial Payment or Installment Payments

A Participant will be eligible to receive his Accumulated Share paid in the form described in Section 7.06(b) or 7.06(c) if any one (1) of the following conditions is met:

- (i) the Participant has attained Normal Retirement Age and signs a declaration that he is no longer employed in the electrical trade and will not apply for work in the electrical trade; or
- (ii) the Participant has attained Early Retirement Age and signs a declaration that he is no longer employed in the electrical trade and will not apply for work in the electrical trade; or
- (iii) the Participant has not had any Contributions made to the Fund on his behalf and he has not worked in the electrical trade for the period of at least nine (9) consecutive months prior to the Participant's Annuity Starting Date; or
- (iv) the Participant is Totally and Permanently Disabled, as defined in Section 6.02.

Section 6.02. Totally and Permanently Disabled Defined

The term "Totally and Permanently Disabled" shall be defined so as to describe a Participant who has a physical or mental condition which totally and permanently prevents the Participant from engaging in any regular occupation or employment and which will be permanent and continuous during the remainder of his life; provided, to the extent allowed under the law, no

Participant shall be deemed to be Totally and Permanently Disabled if such incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise or resulted therefrom; if such incapacity resulted from an intentionally self-inflicted injury; or if such incapacity resulted from alcoholism or illegal drug use. Except as provided above, a determination by the Social Security Administration that the Participant is totally and permanently disabled shall constitute a presumption that the Participant is Totally and Permanently Disabled under the Plan.

ARTICLE VII - FORMS OF PAYMENT

Section 7.01. Normal Form of Benefit for Married Participant

Except as provided in Section 9.07, if a Participant is married at the time payment of his Accumulated Share is to be made, he shall receive payment in the form of a 50% Joint and Survivor Annuity under which the Participant's Spouse is named as the survivor annuitant, unless the Participant and Spouse waive the 50% Joint and Survivor Annuity payment form in accordance with Section 7.03.

- (a) A 50% Joint and Survivor Annuity provides the Participant with a monthly amount for life, and, if the Participant dies before his Spouse, the Spouse will receive a monthly benefit for her lifetime equal to fifty percent (50%) of the Participant's monthly amount. The 50% Joint and Survivor Annuity shall be Actuarially Equivalent to the Participant's Accumulated Share as of the date of distribution, determined in accordance with Sections 5.01 and 5.03. Once a 50% Joint and Survivor Annuity becomes payable, it cannot be revoked.
- (b) A Participant and Spouse shall only be permitted to make an election concerning the 50% Joint and Survivor Annuity in connection with an application for retirement or for a benefit upon disability or separation from service.

Section 7.02. Qualified Optional Survivor Annuity

- (a) For pensions with an Annuity Starting Date on or after January 1, 2008, the Participant may elect out of the 50% Joint and Survivor Annuity and instead elect the Qualified Optional Survivor Annuity.
- (b) The Qualified Optional Survivor Annuity is a 75% Joint and Survivor Annuity. This benefit form provides the Participant with a monthly amount for life, and, if the Participant dies before his Spouse, the Spouse will receive a monthly benefit for her lifetime equal to seventy-five percent (75%) of the Participant's monthly amount. The 75% Joint and Survivor Annuity shall be Actuarially Equivalent to the Participant's Accumulated Share as of the date of distribution, determined in accordance with Sections 5.01 and 5.03. Once a 75% Joint and Survivor Annuity becomes payable, it cannot be revoked.
- (c) The provisions of this Section apply only to pensions with an Annuity Starting Date on or after January 1, 2008. This optional benefit form has been added to the Plan pursuant to the requirements of the Pension Protection Act of 2006.

Section 7.03. Waiver of the 50% Joint and Survivor Annuity

The 50% Joint and Survivor Annuity may be only waived in accordance with this Section.

- (a) The Participant must meet the requirements of (i) or (ii) below:
 - (i) The Participant must file the waiver in writing in such form as the Trustees may prescribe and the Participant's Spouse must acknowledge the effect of the waiver and consent to it in writing, witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose. The Spouse must also consent to a specified optional benefit form. The Participant may not subsequently change the optional benefit form without the consent of the Spouse; or

- (ii) The Participant must establish to the satisfaction of the Plan that:
 - (A) the Participant is not married;
 - (B) the Spouse whose consent would be required cannot be located; or
 - (C) the consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in the IRS regulations.
- (b) The Plan shall provide the Participant and Spouse with written information which includes a general explanation of the 50% Joint and Survivor Annuity, the circumstances in which it will be provided unless the Participant and Spouse elect otherwise, the availability of the election, the effect of electing to waive the 50% Joint and Survivor Annuity and the eligibility conditions and other material features of the optional forms of benefits.
- (c) A waiver is valid only if a written explanation of the effect of the 50% Joint and Survivor Annuity has been provided to the Participant no earlier than one hundred eighty (180) days before the Effective Date of the Participant's benefit (as provided in Section 9.06(a)) and no later than thirty (30) days before the Effective Date. Notwithstanding the foregoing, a Participant may commence receiving benefits before thirty (30) days have elapsed from receipt of the notice if the Participant and Spouse waive the thirty (30) day advance waiting period, in writing, provided however, that distribution of the pension begins more than seven (7) days after the written explanation is provided to the Participant and Spouse. A waiver of the 50% Joint and Survivor Annuity shall not be effective if given more than one hundred eighty (180) days before the Effective Date of the Participant's benefit.

A Spouse's consent to a rejection shall be effective only with respect to that Spouse.

Section 7.04. Normal Form of Benefit for Unmarried Participant

If a Participant is not married at the time payment of his Accumulated Share is to be made, he shall receive the payment in the form of a Life Annuity, unless the Participant has filed a timely rejection of the form of payment in accordance with Section 7.05.

- (a) A Life Annuity provides the Participant with a monthly amount for life. The Life Annuity shall be Actuarially Equivalent to the Participant's Accumulated Share as of the date of distribution, determined in accordance with Sections 5.01 and 5.03.
- (b) Once a Life Annuity becomes payable, it cannot be revoked.

Section 7.05. Rejection of Life Annuity by Unmarried Participant

To be timely, a rejection of the applicable normal form of benefit for an unmarried Participant must be filed within the one hundred eighty (180) day period ending on the Effective Date of the Participant's benefit as provided in Section 9.06(a). To be valid, such a rejection shall be made in writing, in a form prescribed by the Trustees, and shall be witnessed by a notary public or such representative of the Plan as the Trustees may designate for that purpose. The Plan shall provide the Participant with information which includes a general explanation of the Life Annuity form, the circumstances in which it will be provided unless the Participant elects otherwise, the availability of such an election, the effect of electing to waive the Life Annuity form and the eligibility conditions and other material features of the optional forms of benefits. The Participant may revoke a previous waiver or file a new waiver at any time during the one

hundred eighty (180) day period and after the receipt of the information referred to in this Section.

Section 7.06. Optional Form of Payment

(a) Single Lump Sum Payment.

An unmarried Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(a) and formally rejects the applicable normal form as explained in Section 7.05, or a married Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(a) and, with the consent of his Spouse, formally rejects the 50% Joint and Survivor Annuity in accordance with Section 7.03, may elect to receive his entire Accumulated Share in the form of a single lump sum payment.

(b) Partial Payment.

(i) Election of Partial Payment

An unmarried Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(b) and formally rejects the applicable normal form as explained in Section 7.05, or a married Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(b) and, with the consent of his Spouse, formally rejects the 50% Joint and Survivor Annuity in accordance with Section 7.03, may elect to receive a portion of his Accumulated Share in the form of a lump sum. Under this option, a Participant may choose any amount for the partial payment so long as that amount does not exceed his Accumulated Share. A Participant may make an election under this Section 7.06(b) a maximum of two (2) times per calendar year.

(ii) Reapplication for Other Benefits after Partial Payment

After a Participant receives a partial payment in accordance with this Section 7.06(b), the remaining portion of the Participant's Accumulated Share shall be treated in the same manner as the Participant's Accumulated Share was treated prior to the date that the Participant received a partial payment in accordance with this Section 7.06(b). This shall mean that a Participant may subsequently apply for additional benefits in accordance with Section 9.01. The Participant's eligibility for any benefit will be determined based on whether the Participant meets the requirements of Section 6.01 on the date that his application is received by the Plan Administrator.

(c) Installment Payments.

(i) Election of Installment Payments

An unmarried Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(b) and formally rejects the applicable normal form as explained in Section 7.05, or a married Participant who is eligible to receive his Accumulated Share in accordance with Section 6.01(b) and, with the consent of his Spouse, formally rejects the 50% Joint and Survivor Annuity in accordance with Section 7.03, may elect to receive his Accumulated Share in the form of

equal installment payments. A Participant must elect the amount and frequency of the installment payments. The frequency of the payments must be monthly, quarterly, semi-annually, or annually. A Participant may make an election under this Section 7.06(c) a maximum of two (2) times per calendar year. A Participant may revoke an election made in accordance with this Section 7.06(c) in a manner prescribed by the Plan Administrator.

(ii) Cessation of Installment Payments

A Participant's installment payments will cease on the earliest of the following dates:

- (A) The first day of the month following the date that the Participant's Accumulated Share was reduced to zero;
- (B) The first day of the month following the date that the Participant resumes work in Covered Employment;
- (C) The first day of the month following the date that the Participant resumes work in the electrical trade;
- (D) The first day of the month following the date of the Participant's death; or
- (E) The first day of the month following the date that the Participant has revoked his election under this Section 7.06(c).

(iii) Coordination with the Required Minimum Distribution Rules

Notwithstanding the rules above, all distributions made pursuant to this Section 7.06(c) are subject to the provisions of Section 401(a)(9) of the Code and Section 9.07 of this Plan. If a Participant's installment payments for a calendar year have not been sufficient to satisfy the requirements of Section 401(a)(9) of the Code and Section 9.07 of this Plan, the Plan shall distribute an additional lump sum payment to the Participant. The lump sum payment shall be made in December of the calendar year in which the Participant's installment payments would not have been sufficient to satisfy the requirements of Section 401(a)(9) of the Code and Section 9.07 of this Plan. The lump sum payment shall equal the difference between the total amount of distributions the Participant has received from the Plan during the calendar year and the amount the Participant is required to receive during the calendar year in accordance with Section 401(a)(9) of the Code and Section 9.07 of this Plan.

(iv) Reapplication for Other Benefits after Installment Payments

In the event a Participant's installment payments cease in accordance with Section 7.06(c)(ii); and the Participant still has a portion of his Accumulated Share remaining, that remaining portion of the Participant's Accumulated Share shall be treated in the same manner as the Participant's Accumulated Share was treated prior to the date that the Participant began receiving installment payments in accordance with this Section 7.06(c). This shall mean that a Participant may subsequently apply for additional benefits in accordance with Section 9.01. The Participant's eligibility for any benefit will be determined based on whether the

Participant meets the requirements of Section 6.01 on the date that his application is received by the Plan Administrator.

Section 7.07. Pre-Retirement Surviving Spouse Benefit

In the event that a Participant dies before he becomes an Annuitant, his Accumulated Share shall, upon application, be paid to his surviving Spouse in the form of a Life Annuity. A person is a Spouse for the purpose of this Section if the Participant and Spouse are married to each other on the date of his death, or if the couple were divorced after being married and the former Spouse is required to be treated as a Spouse or surviving Spouse under a Qualified Domestic Relations Order.

- (a) The Pre-Retirement Surviving Spouse Benefit is a monthly annuity for the life of the Spouse that is the Actuarial Equivalent, determined in accordance with Sections 5.01 and 5.03, of the Participant's Accumulated Share determined as of the date payment begins.
- (b) A Spouse may elect to receive the Pre-Retirement Surviving Spouse Benefit in the form of a lump sum payment. If the Spouse elects to receive a lump sum payment, the Spouse's election shall be in writing, shall acknowledge the effect of such election, and shall be witnessed by a notary public or the Plan Administrator.

For the purposes of this Section 7.07, a Participant who has received a Partial Payment pursuant to Section 7.06(b), or a Participant who has received an Installment Payment pursuant to Section 7.06(c), shall not be treated as an Annuitant and the balance of his or her Individual Account, if any, may be distributed pursuant to this Section 7.07.

Section 7.08. Waiver of the Pre-Retirement Surviving Spouse Benefit

The Pre-Retirement Surviving Spouse Benefit may be waived only in accordance with this Section.

- (a) The Participant must meet the following requirements of Section 7.08(a)(i) or (ii):
 - (i) The Participant must file the waiver in writing in such form as the Trustees may prescribe and the Participant's Spouse must acknowledge the effect of the waiver and consent to it in writing, witnessed by a notary public or the Plan Administrator. The Spouse must also consent to the specified Beneficiary or Beneficiaries. The Participant may not subsequently change the Beneficiary or Beneficiaries without the written consent of the Spouse.
 - (ii) The Participant must establish to the satisfaction of the Trustees that:
 - (A) the Participant is not married;
 - (B) the Spouse whose consent would be required cannot be located; or
 - (C) consent of the Spouse cannot be obtained because of extenuating circumstances, as provided in the IRS regulations.
- (b) The Plan shall provide the Participant and Spouse with written information within the applicable notice period which includes a general explanation of the Pre-Retirement Surviving Spouse Benefit, the circumstances in which it will be provided unless the Participant and Spouse elect otherwise, the availability of such an election, the effect of

electing to waive the Pre-Retirement Surviving Spouse Benefit, and the eligibility conditions and other material features of the optional forms of benefits.

For purposes of this Section 7.08(b), "applicable notice period" means, with respect to a Participant, whichever of the following periods ends last:

- (i) the period beginning with the first day of the Plan Year in which the Participant attains age thirty-two (32) and ending with the close of the Plan Year preceding the Plan Year in which the Participant attains age thirty-five (35); or
 - (ii) a reasonable period after the individual becomes a Participant. In the case of a Participant who separates from service before attaining age thirty-five (35), the applicable period shall be a reasonable period after separation.
- (c) A waiver of the Pre-Retirement Surviving Spouse Benefit is valid only if it was made during the applicable election period which begins on the first day of the Plan Year in which the Participant attains age thirty-five (35) and ends on the date of the Participant's death. In the case of a Participant who is separated from service, the applicable election period with respect to benefits accrued before the date of the separation from service shall not begin later than that date.
- (d) A Spouse's consent to a rejection shall be effective only with respect to that Spouse.

Section 7.09. Cash Out of Small Amounts

An Accumulated Share that is payable and which amounts to less than \$5,000 shall be subject to the same terms and conditions under this Plan as an Accumulated Share that is payable which equals or exceeds \$5,000. This Plan has no mandatory cash out of small amounts provision.

Section 7.10. Insurance Contracts

Unless the Trustees determine otherwise, any annuities payable under this Article shall be provided by the purchase of an irrevocable annuity contract, policy or certificate from an insurance company, insurance service, or insurance organization licensed to do business in the state of Nebraska or Iowa. The purchase of the annuity shall discharge the Trustees' obligation to the Participant and/or Spouse and thereafter the payment of benefits under the annuity, and any other matters relating to the administration of the benefit shall be the sole responsibility of the insurance company.

Section 7.11. Trustees' Reliance

The Trustees shall be entitled to rely on written representations, consents and revocations submitted by Participants, Spouses or other parties in making determinations under this Article and, unless such reliance is arbitrary and capricious, the Trustees' determination shall be final and binding, and shall discharge the Fund and the Trustees from liability to the extent of the payments made. This means that, unless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for any combination of surviving Spouse and other death benefits with respect to the Participant in excess of the value of the Participant's Accumulated Share determined as of the date scheduled for the start of payments to the Participant or, if earlier, the date of the Participant's death.

ARTICLE VIII - DEATH BENEFIT

Section 8.01. Death Benefit

If a Participant dies before he becomes an Annuitant and if the Participant is married on the date of his death, the balance of his Individual Account shall be used to provide a Pre-Retirement Surviving Spouse Benefit (in accordance with Section 7.07), unless the Pre-Retirement Surviving Spouse Benefit has been waived in accordance with Section 7.08. If the Pre-Retirement Surviving Spouse Benefit has been waived, the balance of the Participant's Individual Account shall be paid to the Participant's Designated Beneficiary in the form of a lump sum. If a Participant dies before he becomes an Annuitant and if a Participant is not married on the date of his death and the provisions of Section 7.07 are not applicable, the balance of the Participant's Individual Account shall be paid to the Participant's Designated Beneficiary in a lump sum.

For the purposes of this Section 8.01, a Participant who has received a Partial Payment pursuant to Section 7.06(b), or a Participant who has received an Installment Payment pursuant to Section 7.06(c), shall not be treated as an Annuitant and the balance of his or her Individual Account, if any, shall be distributed pursuant to this Section 8.01.

Section 8.02. Designation of Beneficiary

Subject to Section 7.08, a Participant may designate a Beneficiary or Beneficiaries to receive any benefits payable by filing a written Beneficiary designation with the Plan Administrator on a form acceptable to the Board of Trustees. Any designation of a Beneficiary by a married Participant is subject to the requirements of this Plan and federal law. Subject to Section 7.08, a Participant shall have the right to change his designation of Beneficiary without the consent of the Beneficiary, but no change shall be effective or binding on the Trustees unless it is received by the Plan Administrator prior to the death of the Participant.

Notwithstanding the foregoing, in the event a Participant has designated his Spouse as his Beneficiary, the Beneficiary designation shall automatically become null and void upon divorce. If the Participant gets divorced and would like his ex-spouse to remain his designated Beneficiary, the Participant must file a new written Beneficiary designation with the Plan Administrator after his divorce. In the event a Participant has designated his Spouse and another individual as his Designated Beneficiaries, only the portion of the Beneficiary designation that relates to his Spouse will automatically become null and void upon divorce.

Section 8.03. No Beneficiary Designation on Death or No Living Designated Beneficiary

If there is no valid designation of a Participant's Beneficiary on file or no Designated Beneficiary living at the time a Participant's death benefit becomes payable, then payment shall be made to the following parties in the following order of priority:

- (a) to the deceased Participant's surviving lawful Spouse; or, if none,
- (b) to the deceased Participant's surviving child or children in equal shares; or, if none,
- (c) to the deceased Participant's surviving parent or parents in equal shares; or, if none,
- (d) to the deceased Participant's surviving sibling or siblings in equal shares; or, if none,
- (e) to the deceased Participant's executor or administrator; or, if none,

- (f) in any manner chosen by the Trustees, subject to all applicable law. Under no circumstances will any moneys escheat to the states of Nebraska, Iowa or any other state.

If a Participant designates his spouse as his sole Beneficiary, and the Beneficiary designation becomes null and void in accordance with Section 8.02, the Participant shall be treated as though he died without designating a Beneficiary unless he files a new Beneficiary designation with the Plan Administrator before his death.

Section 8.04. Survivor Designation of Beneficiary

Once a Participant dies, the Plan Administrator shall, as soon as reasonably practical, provide the Participant's surviving Spouse or other Beneficiary with a designation of Beneficiary form. If a deceased Participant's surviving Spouse or other Beneficiary dies after entitlement to payment but before receiving payment of the Participant's Accumulated Share, the Participant's Accumulated Share shall be paid to the designated Beneficiary of the Participant's surviving Spouse or the designated Beneficiary of the Participant's Beneficiary, whichever is applicable. If the Participant's Spouse or other Beneficiary is entitled to payment but does not designate a Beneficiary, and dies before receiving payment of the Participant's Accumulated Share, then the Participant's Accumulated Share shall be paid to the following parties in the following order of priority:

- (a) to the deceased Spouse or Beneficiary's surviving lawful Spouse; or, if none,
- (b) to the deceased Spouse or Beneficiary's surviving child or children in equal shares; or, if none,
- (c) to the deceased Spouse or Beneficiary's surviving parent or parents in equal shares; or, if none,
- (d) to the deceased Spouse or Beneficiary's surviving sibling or siblings in equal shares; or, if none,
- (e) to the deceased Spouse or Beneficiary's executor or administrator; or, if none,
- (f) in any manner chosen by the Trustees, subject to all applicable law. Under no circumstances will any moneys escheat to the states of Nebraska, Iowa, or any other state.

ARTICLE IX - APPLICATION AND BENEFIT PAYMENTS

Section 9.01. Application for Payments

As a condition for disbursement of an Accumulated Share, an application for benefits must be made by completing the appropriate application form(s) and declaration(s), which are available from the Plan Administrator, and by submitting the application(s), declaration(s), and required documents to the Plan Administrator in advance of the commencement of benefit payments. No benefits shall be paid prior to the establishment of an Individual Account. An application may be withdrawn at any time before the Effective Date of benefits. Any decision regarding a claim for benefits will be determined in accordance with the reasonable claims and appeals procedures established by the Trustees in accordance with 29 CFR Section 2560.503-1. A Participant may designate an authorized representative to handle his claim or appeal, in accordance with the reasonable procedures established by the Trustees.

Section 9.02. Information and Proof

Every claimant for benefits shall furnish, at the request of the Plan Administrator, any information or proof reasonably required to determine his benefit rights. If the claimant makes a willfully false statement material to his application or furnishes fraudulent information, or proof material to his claim, benefits may be denied, suspended or discontinued. The Plan shall have the right to recover, through legal proceedings, any benefit payments made in reliance on any false statement, information or proof submitted by a claimant (including withholding of material fact) plus interest and costs, without limitation.

Section 9.03. Action of Trustees

The Plan provides the Trustees discretionary powers. The Trustees shall exercise such powers in a uniform and non-discriminatory manner. The Trustees shall have discretionary authority to make interpretations of this Plan as are necessary to carry out the intent and purpose of the Plan and provide for effective administration.

The Trustees shall, subject to the requirements of the law, be the sole judges of the standard of proof required in any case, the application and interpretation of this Plan, and the amount of and entitlement to a benefit. Decisions of the Trustees shall be final and binding on all parties related to the benefits in question.

All questions or controversies whatsoever arising in any manner or between any parties or persons in connection with this Plan or its operation, whether as to any claim for benefits, as to the construction of the language of this Plan or any rules and regulations adopted by the Trustees, or as to any writing, decision, instrument or account in connection with the operation of the Plan or otherwise, shall be submitted to the Trustees for decision. In the event a claim for benefits has been denied, in part or in whole, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure set forth in Section 9.05 and the review procedure has been exhausted. The decision on review shall be binding upon all persons dealing with the Plan or claiming any benefit thereunder, only subject to judicial review as may be required by applicable law.

Section 9.04. Notification of Denial of Benefit Claim

(a) Period in which Notice of Denial Must be Given to the Claimant

For benefits other than those involving the determination of disability, the Plan shall determine whether a Participant's application for benefits is denied and notify the

Participant of its determination within a reasonable period of time not to exceed ninety (90) days after receipt of the claim by the Plan. This determination period may be extended one time by up to ninety (90) days if the Plan determines that special circumstances require an extension of time for processing the claim. If an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. The extension notice shall indicate the special circumstances requiring an extension of time, the date by which the Plan expects to render a final decision, the standards the Participant must meet to be entitled to the benefit, the unresolved issues that prevent the Plan from determining whether the Participant is eligible for the benefits, and the additional information required to resolve those issues.

For benefits involving the determination of disability, the Plan shall determine whether a Participant's application for benefits is denied and notify the Participant of its determination within forty-five (45) days after receipt of the claim by the Plan. This determination period may be extended one time by up to thirty (30) days if the Plan determines that special circumstances require an extension of time for processing the claim. If an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial forty-five (45) day period. The extension notice shall indicate the special circumstances requiring an extension of time, the date by which the Plan expects to render a final decision, the standards the Participant must meet to be entitled to the benefit, the unresolved issues that prevent the Plan from determining whether the Participant is eligible for the benefits, and the additional information required to resolve those issues.

If circumstances beyond the control of the Plan cause the Plan to be unable to determine whether the Participant is eligible for benefits within the additional thirty (30) days, the Plan may extend the determination period for an additional thirty (30) days. If another extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the first forty-five (45) day extension period. The extension notice shall indicate the special circumstances requiring an extension of time, the date by which the Plan expects to render a final decision, the standards the Participant must meet to be entitled to the benefit, the unresolved issues that prevent the Plan from determining whether the Participant is eligible for the benefits, and the additional information required to resolve those issues.

For any claims determination period, if the Plan cannot make a decision because there is insufficient information to make a reasonable determination, appropriate written notice shall be sent to the claimant or authorized representative. The determination period will then be tolled until the earlier of the date the information is received or forty-five (45) days from the date the notice is deemed to have been received by the claimant or authorized representative.

(b) Contents of the Notice to the Claimant

The Plan shall provide to every claimant who is denied a claim for benefits written notice setting forth in a manner calculated to be understood by the claimant:

- (i) the specific reason or reasons for the denial;

- (ii) specific reference to the pertinent Plan provisions on which the denial is based;
- (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
- (iv) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review;
- (v) for disability claims, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion or a statement that such rule, guideline, protocol, or other similar criterion was relied and will be provided to the claimant free of charge upon request by the claimant; and
- (vi) for disability claims, if the adverse benefit determination was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided, free of charge, upon request by the claimant.

Section 9.05. Right of Appeal

If an application for benefits is denied, in full or in part, a claimant or his duly authorized representative may request a review of the denial of the claim by the Board of Trustees. The Trustees will conduct a full and fair review. For benefits other than those involving the determination of disability, the request for review must be made by written application within sixty (60) days after receipt by the claimant of written notification of denial of claim. For benefits involving the determination of disability, the request for review must be made by written application within one hundred eighty (180) days after receipt by the claimant of written notification of denial of claim. No request for review shall be considered by the Trustees subsequent to the sixty (60) or one hundred eighty (180) day period.

As part of such review, a claimant may review and copy pertinent documents, submit issues and comments in writing, or request a hearing from the Trustees.

The Trustees shall make a prompt decision on the review of the claim. If the claim is received more than thirty (30) days prior to the next regularly scheduled quarterly meeting of the Board of Trustees, it will be decided no later than that meeting. If the claim is received within thirty (30) days of the next regularly scheduled meeting of the Board of Trustees, it will be decided no later than the second regularly scheduled quarterly meeting of the Board of Trustees following the request for review. If special circumstances, such as the need to hold a hearing, require an extension of time for processing, a decision shall be rendered as soon as possible, but no later than the third regularly scheduled quarterly meeting of the Board of Trustees after receipt of a request for review. If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the

commencement of the extension and shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render a final decision.

If the Trustees render an adverse determination on review, the Plan shall provide the claimant written notice of such adverse determination. The notification shall include:

- (a) the specific reason or reasons for the adverse determination;
- (b) reference to the specific Plan provisions on which the benefit determination is based;
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits;
- (d) a statement of the claimant's right to bring an action under section 502(a) of ERISA;
- (e) for disability claims, if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol or other similar criterion; or a statement that such rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol or other similar criterion will be provided free of charge to the claimant upon request; and
- (f) for disability claims, if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

The decision on review or upon hearing shall be furnished to the claimant no later than five (5) days after the decision is made. If the decision is not furnished within the appropriate time, the claimant may assume that his claim has been denied on review.

Section 9.06. Benefit Payments Generally

(a) Effective Date of Benefits

The Effective Date of benefits to which a Participant is entitled shall be the first day of the month following the receipt by the Plan of a completed application. A Participant may elect to begin receiving benefits during a later month so long as such election does not postpone the commencement of benefits beyond the Participant's Required Beginning Date as defined in Section 9.07(e)(v). Such an election shall be made in writing and filed with the Plan on the prescribed form. Benefit payments will be made as soon as reasonably practical after the Participant's Effective Date, but, in no event, unless the Participant elects otherwise as provided in this Section, shall the payment of benefits begin later than the sixtieth (60th) day after the last of the following dates:

- (i) the end of the Plan Year in which the Participant attains Normal Retirement Age;
- (ii) the end of the Plan Year in which the Participant terminates all employment in the electrical industry with the intent to permanently refrain from any further work in such industry;
- (iii) the date the Participant files a claim for benefits; and

- (iv) the date the Plan was first able to ascertain entitlement to or the amount of the Participant's benefit.
- (b) Forfeiture Where Whereabouts of Claimant Are Unknown

In the event that the Plan has been unable, with due diligence to locate a Participant or Beneficiary to whom payments are payable within a reasonable period of time following the date any payment is required to be made under the terms of the Plan, then the Accumulated Share shall be forfeited and the entire amount of such Accumulated Share shall be applied to the crediting account in accordance with the Plan's reasonable policies and procedures. In the event the Participant or Beneficiary later makes a claim for the forfeited benefit such benefit shall be reinstated in an amount equal to the amount forfeited without any interest or other earnings. Notwithstanding the preceding sentence, in the event a benefit is forfeited because no Beneficiary could be located by the Plan, despite a good faith attempt to do so, by December 31 of the calendar year containing the fifth anniversary of the death of the Participant, no amount shall be reinstated.
- (c) Retirement after Normal Retirement Age

Benefit accruals shall not cease and the rate of accrual will not be reduced because an Employee has reached any age and continues to work in Covered Employment.

Section 9.07. Benefit Payments for Distributions on or after the 2002 Plan Year

- (a) General Rules
 - (i) *Effective Date*

The provisions of Sections 9.07(b) to (f) will apply for purposes of determining required minimum distributions for calendar years beginning with the 2002 calendar year.
 - (ii) *Precedence*

The requirements of this Section 9.07 will take precedence over any inconsistent provisions of the Plan.
 - (iii) *Requirements of Treasury Regulations Incorporated*

All distributions required under this Section 9.07 will be determined and made in accordance with the Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code.
 - (iv) *TEFRA Section 242(b)(2) Elections*

Notwithstanding the other provisions of this Section 9.07, 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.
- (b) Time and Manner of Distribution
 - (i) *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.
 - (ii) *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:

- (A) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then, unless provided for to the contrary in the Plan Document or in the Plan's policies and procedures adopted by the Trustees, distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age seventy and one half (70½), if later.
- (B) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (C) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (D) 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 9.07(b)(ii), other than Section 9.07(b)(ii)(A), will apply as if the Surviving Spouse were the Participant.

For purposes of these Sections 9.07(b) and (d), unless Section 9.07(b)(ii)(D) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 9.07(b)(ii)(D) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 9.07(b)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under Section 9.07(b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

(iii) *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 9.07(c) and (d). If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime

- (i) *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:

- (A) 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
 - (B) 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.
- (ii) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death*
 Required minimum distributions will be determined under this Section 9.07(c) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.
- (d) Required Minimum Distributions After Participant's Death
- (i) *Death On or After Date Distributions Begin*
 - (A) Participant Survived by Designated Beneficiary
 If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
 - (1) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (2) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the Surviving Spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining Life Expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the spouse's birthday in the calendar year of the Spouse's death, reduced by one (1) for each subsequent calendar year.
 - (3) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one (1) for each subsequent year.

- (B) No Designated Beneficiary
 If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one (1) for each subsequent year.
- (ii) *Death Before Date Distributions Begin*
- (A) Participant Survived by Designated Beneficiary
 If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 9.07(d)(i).
- (B) No Designated Beneficiary
 If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin
 If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 9.07(b)(ii)(A), this Section 9.07(d)(ii) will apply as if the surviving Spouse were the Participant.
- (e) Definitions
- (i) *Designated Beneficiary*
 "Designated Beneficiary" means the individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury Regulations.
- (ii) *Distribution Calendar Year*
 "Distribution Calendar Year" means 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 9.07(b)(ii). 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 31 of that Distribution Calendar Year.

(iii) *Life Expectancy*

"Life Expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations.

(iv) *Participant's Account Balance*

"Participant's Account Balance" means 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 forfeitures 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.

(v) *Required Beginning Date*

"Required Beginning Date" means the first day of April of the calendar year following the calendar year in which the Participant attains age seventy and one-half (70 ½).

(f) Participants Who Received Partial or Installment Payments

For the purposes of this Section 9.07, a Participant who has received a Partial Payment pursuant to Section 7.06(b), or a Participant who has received an Installment Payment pursuant to Section 7.06(c), but whose Individual Account still has a remaining balance, shall not be treated as Participant who has begun receiving distributions from the Plan.

Section 9.08. Payments to Alternate Payee under Qualified Domestic Relations Order

Any benefits payable to an Alternate Payee under a Qualified Domestic Relations Order (QDRO) shall reduce any benefits payable to a Participant, Spouse, or Beneficiary under this Plan. An Individual Account shall be established in the name of the Alternate Payee. The Alternate Payee's Individual Account shall be credited with the portion of the Participant's Individual Account that is assigned to the Alternate Payee pursuant to the terms of the QDRO. The Alternate Payee shall have the same opportunity as a Participant to exercise control over the investment of the amounts in the Alternate Payee's Individual Account in accordance Section 3.03. The Alternate Payee is eligible to receive the Accumulative Share in the Alternate Payee's Individual Account at any time after such Individual Account is established so long as an Employer has not made Contributions to the Plan on behalf of the Alternate Payee during the previous nine (9) consecutive months. The Alternate Payee shall, at the Alternate Payee's election, receive benefits under any form of benefit available to a Participant, other than in the form of a joint and survivor annuity with respect to the Alternate Payee and the Alternate Payee's

subsequent spouse. The Alternate Payee shall not be entitled to receive any benefits until the Plan has accepted an order and deemed it qualified under the terms of the Plan and federal law, and the Plan Administrator has received and approved a benefits application from the Alternate Payee.

Section 9.09. Benefits due to a Minor or an Incompetent or Incapacitated Participant or Beneficiary

- (a) In the event it is determined to the satisfaction of the Trustees that a Participant or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payments due shall be applied to the maintenance and support of the Participant or Beneficiary or paid to any person the Trustees find to be an object of the natural bounty of the Participant or Beneficiary. Benefits shall be paid in the manner decided by the Trustees unless, prior to payment, claim shall have been made for such payment by a legally-appointed guardian, committee or other legal representative appropriate to receive payment on behalf of the Participant or Beneficiary. Any payment made pursuant to this Section 9.09(a) by the Trustees on behalf of an incompetent or incapacitated Participant or Beneficiary shall fully discharge all liability of the Trustees and the Plan for payment of the Participant or Beneficiary's benefit. No payment will be made under this Section 9.09(a) to a government agency, except as required by a Qualified Domestic Relations Order, ERISA, or the Code.
- (b) If benefits are payable to a minor, the Trustees may pay the benefits due to the minor to the person having present custody or care of the minor and with whom the minor resides. Any recipient on behalf of the minor must agree in writing to apply the payments solely for the minor's support. The Trustees have sole discretion to make any payments of benefits to a minor by depositing the payments in a federally insured savings account in the name of the minor and by giving written notice of such deposit to the minor. Any payment made pursuant to this Section 9.09(b) will discharge all liability of the Trustees and the Plan for payment of the minor's benefit. No payment will be made under this Section 9.09(b) to a government agency, except as required by a Qualified Domestic Relations Order, ERISA, or the Code.

Section 9.10. Non-Assignment of Benefits

No Participant or Beneficiary entitled to any benefits under this Plan shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate or impair in any manner his legal or beneficial interest, or any interest in the assets of the Fund, or benefits of this Plan. Neither the Fund nor any of the assets thereof shall be liable for the debts of any Participant or Beneficiary entitled to any benefits under this Plan, nor can be subject to attachment or execution or process in any court action or proceeding. Notwithstanding any of the foregoing, benefits will be paid in accordance with the applicable requirements of any Qualified Domestic Relations Order.

Section 9.11. No Right to Assets

No person shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Fund and no person shall have any right of benefits provided by the Plan except as expressly provided herein.

Section 9.12. Limitation on Contributions

- (a) The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any limitation year shall not exceed the lesser of:
- (i) Forty thousand dollars (\$40,000), as adjusted for increases in the cost-of-living under Section 415(d) of the Code (\$52,000 as of October 31, 2013); or
 - (ii) One hundred percent (100%) of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code for the limitation year.

The compensation limit referred to in Section 9.12(b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition.

- (b) If in any limitation year a Participant's Annual Additions would exceed the limitation determined above due to the allocation of any forfeitures, a reasonable error in, calculating the Participant's Compensation, or other facts and circumstances determined by the Internal Revenue Service to justify the availability of this special rule, and the Participant is covered by the Plan at the end of the limitation year, the excess shall be used to reduce Contributions (including the allocation of any forfeitures) for that Participant in the next limitation year, and each succeeding limitation year, if necessary. If the Participant is not covered by the Plan at the end of the limitation year, the excess shall be held in a suspense account and used to reduce Contributions by the Employer for all remaining Participants for the next limitation year (and, if necessary, succeeding limitation years) before any Contributions may be made to the Plan for such limitation year. The suspense account shall not share in the net income or loss of the Trust. Excess amounts shall not be distributed to Participants or former Participants. However, effective for limitation years beginning on or after July 1, 2007, the only mechanism by which excess Annual Additions may be corrected is through the Employee Plans Compliance Resolution System (EPCRS), as reflected in Revenue Procedure 2008-50, and as may be reflected in any subsequent guidance.
- (c) For purposes of this Section 9.12, the term "Annual Additions" means the sum, credited to a Participant's Individual Account for any Plan Year, of:
- (i) Employer Contributions; and
 - (ii) Forfeitures.

For purposes of this Section 9.12, the Compensation of each Participant taken into account for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC Section 401(a)(17)(B). Annual compensation means Compensation during the Plan Year.

ARTICLE X - ROLLOVERS

Section 10.01. Rollovers

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Article, 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.

Section 10.02. Definitions

(a) Eligible Rollover Distribution

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one (1) 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 (10) years or more; any distribution to the extent it is required under Section 401(a)(9) of the Internal Revenue Code and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities). An Eligible Rollover Distribution does not include a hardship distribution.

(b) Eligible Retirement Plan

An 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; an annuity plan 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. An Eligible Retirement Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan also shall 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 Code § 414(p). For payments on or after January 1, 2007, to a non-spouse Beneficiary, Eligible Retirement Plan means an individual retirement account, as allowed by the Pension Protection Act of 2006. Such individual retirement account shall be considered to be an "inherited IRA".

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

(c) Distributee

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

the interest of his Spouse or former Spouse; and for payments made on or after January 1, 2007, a Participant's non-Spouse Beneficiary is a Distributee with regard to his interest as allowed by the Pension Protection Act of 2006.

(d) Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Section 10.03. Rollovers to the Plan From Another Qualified Plan

The Trustees may, in their discretion, accept as assets of the Plan a distribution directly rolled over in accordance with Section 402(c) of the Internal Revenue Code from another retirement plan which is qualified under Internal Revenue Code Section 401(a). Any rolled-over distribution which becomes an asset of this Plan will be subject to and governed by this Plan Document and the rules and regulations adopted by the Trustees, in accordance with the Code and ERISA.

ARTICLE XI - AMENDMENTS

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement, the Code, and ERISA.

ARTICLE XII - TERMINATION

Though the Trustees intend for the Plan to continue indefinitely, the Plan may be terminated at any time, at the discretion of the Trustees. In the event of termination of the Plan, in whole or in part, or in the event of complete discontinuance of Contributions, the assets then remaining, after providing for the expenses of the Plan and for the payment of any Accumulated Shares theretofore approved, shall be distributed among the Participants. A married Participant will receive his distribution in the form of a 50% Joint and Survivor Annuity unless this form is waived in accordance with Section 7.03. An unmarried Participant will receive his distribution in the form of a Life Annuity unless this form is waived in accordance with Section 7.05.

Each Participant shall receive that part of the total remaining assets in the same ratio as his Accumulated Share bears to the aggregate amount of the Accumulated Share of all Participants. No part of the assets shall be returned to any Employer or inure to the benefit of any Employer or the Union. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with the Code and ERISA.

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 Trustees shall have the option of paying all Accumulated Shares to Participants over a period not to exceed ten (10) years to the extent permitted by the assets available.

ARTICLE XIII - RULES AFFECTING THE PARTICIPATION OF NON-COLLECTIVELY BARGAINED EMPLOYEES

Section 13.01. Definitions

The following definitions apply to the participation of Non-Collectively Bargained Employees in this Plan:

- (a) Collectively Bargained Employee A "Collectively Bargained Employee" for any Plan Year is an Employee who is included in a unit of Employees covered by a Collective Bargaining Agreement or the Electrical Industry Pension Reciprocal Agreement.
- (b) Non-Collectively Bargained Employee A "Non-Collectively Bargained Employee" for any Plan Year is an Employee who is not a Collectively Bargained Employee for that Plan Year as defined in Section 13.01(a).

Section 13.02. Rules for Participation of Non-Collectively Bargained Employees

- (a) Non-Collectively Bargained Employees may not participate in the Plan unless they are employed by a Contributing Employer. Such participation must be on the terms and conditions set forth in this Plan and must be pursuant to a written Participation Agreement between the Employer of such Non-Collectively Bargained Employees and the Fund. Non-Collectively Bargained Employees who are eligible to participate in the Plan include officers and staff employees of the Union and certain employees of participating trust funds affiliated with the Union.
- (b) Non-Collectively Bargained Employees covered by this Plan must provide services to the Employer and receive Compensation for those services from the Employer.

For purposes of this Section 13.02, the Compensation of each Participant taken into account for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with IRC section 401(a)(17)(B).

- (c) The participation in the Plan of the Non-Collectively Bargained Employees of an Employer for each calendar year is conditioned on the Employer's compliance with the requirements of the Plan and the requirements of Sections 401(a)(4) and 410(b) of the Internal Revenue Code for that calendar year. A Non-Collectively Bargained Employee will not accrue a benefit under the Plan during a calendar year unless the Non-Collectively Bargained Employees of the Employer meet the requirements of Sections 401(a)(4) and 410(6) of the Internal Revenue Code for that calendar year and the Employer provides the Plan with information deemed necessary by the Trustees to monitor compliance with the requirements of the Plan and the Internal Revenue Code. If the Employer fails to provide information requested by the Trustees or fails to comply with the requirements of the Plan or the requirements of Sections 401(a)(4) and 410(b) of the Internal Revenue Code, the Employer must immediately take appropriate and necessary remedial action. Such action may include the withdrawal of the Employer's Non-Collectively Bargained Employees from participation in the Plan, or the curing of the defect. If the Employer fails to take necessary and appropriate remedial action, the participation of its Non-Collectively Bargained Employees will terminate as of the end of the calendar year immediately preceding the calendar year in which it failed to comply or

for which information or certifications to determine compliance was requested but not provided.

- (d) In determining and certifying compliance with the coverage and non-discrimination requirements of the Plan and the Internal Revenue Code, an Employer may use "substantiation quality data" as defined in IRS Revenue Procedure 93-42. In addition, an Employer may determine and certify compliance on the basis of the Employer's workforce on a single day during the calendar year (snapshot day) in accordance with IRS Revenue Procedure 93-42.
- (e) In addition to the provision of Section 13.02(c), the participation of an Employer's Non-Collectively Bargained Employees in the Plan will end upon termination of the Employer's agreement with the Fund providing for participation of such Employees.

ARTICLE XIV - MISCELLANEOUS

Section 14.01. Non-Reversion

It is expressly understood that in no event shall any of the corpus or assets of the Fund revert to the Employers or be subject to any claim of any kind or nature by the Employers, except as allowed by law.

Section 14.02. Limitation of Liability

This Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the Contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which may result from provisions of ERISA and the Multiemployer Pension Plan Amendments Act of 1980, nothing in this Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make Contributions as stipulated in the Collective Bargaining Agreement, Participation Agreement, or the Electrical Industry Pension Reciprocal Agreement, whichever the Employer is signatory to.

There shall be no liability upon the Trustees, individually or collectively, or upon the Union to provide the benefits established by this Plan, if the Fund does not have assets to make such payments.

Section 14.03. New Employers

- (a) If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees theretofore covered in the Plan just as if it were the original company, provided the company remains a Contributing Employer as defined in Section 1.13.
- (b) The participation of any new Employer shall be subject to any terms and conditions as the Trustees may lawfully prescribe including, but not limited to, the imposition of waiting periods in connection with the commencement of benefits, a requirement for retroactive Contributions, or the application of modified benefit conditions and amounts. In adopting applicable terms or conditions, the Trustees shall take into account any requirements they may deem necessary to preserve the actuarial soundness of the Fund and to preserve an equitable relationship with the Contributions required from other participating Employers and the benefits provided to their Employees.

Section 14.04. Mergers

In the case of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall be entitled to receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation or transfer.

Section 14.05. Administration

The general administration of the Plan and the responsibility for interpreting and carrying out the provisions hereof is placed in the Trustees who shall be constituted and shall act in accordance with the terms of the Agreement and Declaration of Trust. The Board of Trustees may allocate and delegate its responsibilities to others where they deem appropriate for the effective administration of the Plan as provided in the Agreement and Declaration of Trust.

Section 14.06. Titles are for Reference Only

The titles are for references only. In the event of a conflict between a title and the content of a Section, the content of the Section shall control.

Section 14.07. Construction

Except to the extent preempted by federal law, the provisions of the Plan shall be interpreted in accordance with the laws of Nebraska.

Section 14.08. Gender and Number

Except as the context may require otherwise, use of the masculine gender shall include both the masculine and feminine genders, and use of the singular tense shall include the plural tense.

Section 14.09. Contributions

Each Employer will contribute on behalf of each Employee employed by the Employer on a monthly basis the amount required by a Collective Bargaining Agreement, a Participation Agreement, or the Electrical Industry Pension Reciprocal Agreement covering such Employee to which such Employer is a party. No Contributions shall be permitted by Employees.

Section 14.10. Loans

No loans are permitted under this Plan.

Section 14.11. Hardship Withdrawals

No hardship withdrawals are permitted under this Plan.

Section 14.12. Military Service

A Participant who enters into Qualified Military Service as that term is defined in Section 1.25, Internal Revenue Code Section 414(u,) and the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), shall be subject to the provisions of this Section. A Participant shall have his Individual Account credited with the Contributions (but not the investment earnings or forfeitures thereon) he would have received had he not been in Military Service, as calculated by the formula set forth in the reasonable procedures established by the Trustees. Notwithstanding the foregoing, in order to receive credit, the Participant shall meet all the applicable requirements under USERRA, including, but not limited to:

- (a) terminating Covered Employment for the purpose of entering Qualified Military Service;
- (b) receiving an honorable discharge;
- (c) applying for reemployment in Covered Employment within the applicable period required by USERRA which varies between one (1) to ninety (90) days depending on the Participant's length of Qualified Military Service; and
- (d) providing reasonable documentation of Qualified Military Service to the Plan.

Notwithstanding any provision of this Plan to the contrary, Contributions, benefits and service credit with respect to Qualifying Military Service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

ARTICLE XV - TOP HEAVY

Section 15.01

This Article XV shall apply for purposes of determining whether the Plan is a Top-Heavy plan under Section 416(g) of the Code for Plan Years beginning after December 31, 2001, and whether the Plan satisfies the minimum benefits requirement of Section 416(c) of the Code and the minimum vesting requirements of Section 416(b) of the Code for such years.

Section 15.02 Determination of Top-Heavy status.

The determination of whether the Plan is Top-Heavy shall be made as follows:

- (a) The Plan shall be Top-Heavy Plan if as of the determination date the aggregate of the accounts of Key Employees under the Plan exceeds sixty (60) percent of the aggregate of the accounts of all Employees under the Plan.
- (b) An aggregation group shall be a Top-Heavy group if as of the determination date, the sum of the present value of the cumulative Accrued Benefits for Key Employees under all defined benefit plans included in such group and the aggregate of the accounts of Key Employees under all defined contribution plans included in such group exceeds sixty (60) percent of a similar sum determined for all Employees.
- (c) The present value of Accrued Benefits and the amounts of account balances of an Employee as of the determination date shall be increased by the distributions made with respect to the Employee under the Plan and any plan aggregated with the Plan under Section 416(g)(2) of the Code during the one year period ending on the determination date. The preceding sentence shall also apply to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the Plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision shall be applied by substituting five year period for one year period. The Accrued Benefits and accounts of any individual who has not performed services for the Employer during the one year period ending on the determination date shall not be taken into account.
- (d) If any Participant covered under this Plan is a Key Employee with respect to a Contributing Employer, that portion of this Plan covering Employees of that Employer will be treated as part of the required aggregation group containing that Key Employee. The portion of this Plan containing Employees of an Employer may be treated as a part of that Employer's permissive aggregation group. To the extent any part of this Plan is treated as a part of any aggregation group of an Employer, all Participants in this Plan who have any Accrued Benefit under this Plan attributable to work for that Employer shall be included in the required aggregation group, and all other Participants in this Plan shall be excluded. A Participant is treated as an Employee of an Employer, for purposes of Top-Heavy testing and Top-Heavy vesting and minimum contribution requirements, if that Participant has any Accrued Benefit attributable to service with that Employer.

Section 15.03 Key Employee.

The term 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:

- (a) an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002). For purposes of this subsection, no more than 50 Employees (or if lesser the greater of 3 or 10 percent of the Employees) shall be treated as officers. For Plan Years beginning after December 31, 2002, the \$130,000 amount shall be adjusted at the same time and in the same manner as under Section 415(d), except that the base period shall be the calendar quarter beginning July 1, 2001, and any increase under this sentence which is not a multiple of \$5,000 shall be rounded to the next lower multiple of \$5,000. Such term shall not include any officer or employee of an entity referred to in Section 414(d). For purposes of determining the number of officers taken into account, employees described in Section 414(q)(5) shall be excluded;
- (b) a 5-percent owner of the Employer as that term is defined in Section 416(i)(1)(B)(i) of the Code; or
- (c) a 1-percent owner of the Employer as that term is defined in Section 416(i)(1)(B)(ii) of the Code, who has annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code.

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. For the purposes of applying Section 318 of the Code to the provisions of this Section 15.03, subparagraph (C) of Section 318(a)(2) shall be applied by substituting "5 percent" for "50 percent".

The term Non-Key Employee means any Employee who is not a Key Employee.

Section 15.04 Minimum Benefit. For any period when a Participant is entitled to receive minimum Top-Heavy benefit accruals, the required Employer Contribution shall be increased, as necessary, to no less than 3% of such Participant's Compensation.

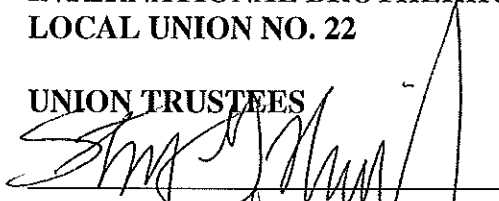
Section 15.05 Minimum Vesting. In the event this Plan has in effect at any time a vesting schedule requiring more than three years of service for a Participant to obtain a right to 100% of his Accrued Benefit derived from Employer Contributions, a three-year cliff vesting schedule shall apply to any Participant required to receive minimum Top-Heavy vesting of benefits.

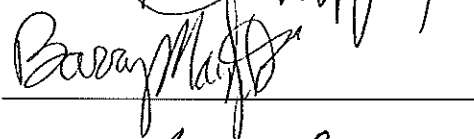
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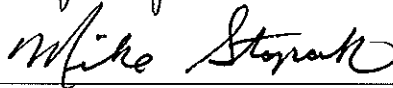
IN WITNESS WHEREOF, the Union, the Association, and the Trustees have hereby adopted this amended and restated IBEW Local 22/NECA Defined Contribution Plan B by affixing their signatures on this 18 day of November, 2014.

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS,
LOCAL UNION NO. 22**

UNION TRUSTEES







OMAHA DIVISION, NEBRASKA CHAPTER OF NECA

EMPLOYER TRUSTEES

