Southwest Ohio Regional Council of Carpenters'
Fringe Benefit Funds
Health Fund: P.O. Box 1257, Troy, MI 48099
Pension Fund: 33 Fitch Blvd., Austintown, OH 44515
Phone: 330-779-8862
Website: www.ocbenefits.org

To Be Submitted: June 29, 2018

Electronic Submission to www.treasury.gov/mpra
The Honorable Steven T. Mnuchin
Secretary of the Treasury
Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington, DC 20220

Re: Southwest Ohio Regional Council of Carpenters Pension Plan – Application for Suspension of Benefits Under the Multiemployer Pension Relief Act of 2014

Dear Secretary Mnuchin:

As an authorized Trustee of the Board of Trustees for the Southwest Ohio Regional Council of Carpenters Pension Plan as the Plan Sponsor, I respectfully submit this application for approval of a proposed suspension of benefits pursuant to the Internal Revenue Code §432(e)(9) and the Employee Retirement Income Security Act of 1976 §305(e)(9).

Respectfully Submitted By:
Signed June 27, 2018

[redacted]

Steve Schramm, Authorized Trustee

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #2 – 2.02 Description of Proposed Benefit Suspension

Does the application include a description of the proposed benefit suspension – calculated as if no other limitations apply – that includes:

- *the suspension's effective date (and its expiration date, if applicable);*
- *whether the suspension provides for different treatment of participants and beneficiaries;*
- *a description of the different categories or groups of individuals affected; and*
- *how the suspension affects these individuals differently?*

See Section 2.02 of Revenue Procedure 2017-43.

Attached as Document 2.1 is a description of the proposed benefit suspension.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 2.1

The Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan proposes the following reduction in benefits effective on March 31, 2019. The reduction in benefits shall remain in effect indefinitely.

The proposed reduction in benefits shall be accomplished by the amendment of the Plan to recalculate all accrued benefits and all monthly benefits in pay status for all Participants, Beneficiaries and Alternate Payees with a separate interest pension benefit and to be effective for benefit payments on or after March 31, 2019.

The one-time recalculation set forth below is based on the basic premise that all accrued benefits and monthly benefits in pay status shall be subject to the same early retirement reduction factors that have been or will be applied pursuant to the Plan's provisions to benefits with an annuity starting date on or after January 1, 2013, and then all accrued benefits and monthly benefits in pay status shall be further subject to an additional flat percentage reduction.

The recalculation shall be applied to all Participants, Beneficiaries and Alternate Payees without regard to different categories or groups of individuals and shall not distinguish between individuals based on years of service, benefit credit or accrual rate, employer, or the amount of benefits received through the effective date of the reduction of benefits, March 31, 2019. The exception would be the extension of the application of the Disability-Based Limitation of Treas. Reg. §1.432(e)(9)-1(d)(4) to the Beneficiaries of Participants whose benefit is not subject to any suspension of benefits due to the Disability-Based Limitation.

The first step of the recalculation shall be applied to the monthly benefit of each Participant who retired with an annuity starting date prior to January 1, 2013. The Participant's monthly benefit shall be re-calculated to apply the early retirement reduction factors that would have been applicable to the Participant's age at retirement had the Participant retired subject to the same Plan provisions that apply to monthly benefits with an annuity starting date on or after January 1, 2013. Similarly, Beneficiaries presently receiving monthly benefits shall have their benefits recalculated to apply the early retirement reduction factors that would have been applicable on or after January 1, 2013 to the accrued benefit of the Participant on whom the Beneficiary's benefit is based. Lastly, the monthly benefit of Alternate Payees with a separate interest pension benefit that commenced prior to January 1, 2013 shall be re-calculated to apply the early retirement reduction factors that would have been applicable to the Alternate Payee's age at the commencement of the Alternate Payee's monthly benefit had the Alternate Payee commenced his or her monthly benefits subject to the same Plan provisions that applied to benefits with an annuity starting date on or after January 1, 2013.

Although the first step of the recalculation is a uniform elimination of any and all early retirement subsidies, due to the fact that the amount of any available early retirement subsidy was modified a number of times prior to its final elimination effective January 1, 2013, the first step impacts those Participants (and their Beneficiaries) who retired prior to January 1, 2013 differently depending on a number of factors, including the age at which they retired, their years of service and the early retirement subsidy available when they retired. The supporting documentation in Checklist Item #12 illustrates this impact.

Thus, following the application of this first step, effectively, all Participants, Beneficiaries and Alternate Payees with a separate interest pension benefit shall have been subject to the application of a uniform set of early retirement reduction factors, if applicable due to the commencement of benefits prior to attainment of Normal Retirement Age (age 62). Pursuant to the Plan's provisions, as amended, those

Participants, Beneficiaries and Alternate Payees with a separate interest pension benefit with an annuity starting date on or after January 1, 2013 were and are already subject to those same early retirement reduction factors, if applicable due to the commencement of benefits prior to attainment of Normal Retirement Age.

The second step of the recalculation shall be an eight percent (8%) reduction of the monthly benefit of every Participant, Beneficiary and Alternate Payee with a separate interest pension benefit.

With respect to Alternate Payee's with a shared interest pension benefit, the proposed reduction of benefits would impact the Alternate Payee differently depending on whether the Alternate Payee's assigned benefit was expressed in the form of a percentage of the Participant's monthly benefit or a specified dollar amount. Simply, the Alternate Payee with a shared interest assigned benefit in the form of a percentage of the Participant's monthly benefit will continue to receive their assigned percentage of the Participant's recalculated monthly benefit.

An Alternate Payee with an assigned benefit in the form of a specified dollar amount shall continue to receive the specified dollar amount regardless of the reduction of the Participant's monthly benefit, unless the reduced benefit is insufficient to satisfy the Alternate Payee's assigned benefit. If the Participant's recalculated reduced benefit is insufficient to satisfy the Alternate Payee's assigned benefit, then the Alternate Payee shall receive all of the Participant's recalculated reduced benefit.

The recalculation shall not be applied to accrued benefits earned on or after March 31, 2019.

The recalculation of all accrued benefits and all monthly benefits shall be limited by Section 432(e)(9)(D)(i),(ii), and (iii) of the Internal Revenue Code of 1986, as amended, as described in the response to Checklist Item #8.

In addition, the Board of Trustees elected to expand the application of the Disability Based Limitation as permitted and described in V.A.2 of the preamble to the Final Regulations, Treas. Reg. § 1.432(c)(9)-1, issued April 28, 2016, to include the Beneficiaries of Participants whose benefit is not subject to any suspension of benefits due to the Disability-Based Limitation.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 316127287
Checklist Item #3 – 2.03 Penalties of Perjury Statement

Does the application include a penalties-of-perjury statement signed by an authorized trustee on behalf of the Board of Trustees?

See Section 2.03 of Revenue Procedure 2017-43.

Attached as Document 3.1 is a penalties-of-perjury statement signed by Mr. Steve Schramm, Authorized Trustee.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 3.1

PENALTY OF PERJURY STATEMENT

Under penalties of perjury, I, Steve Schramm, Secretary of the Board of Trustees for the Southwest Ohio Regional Council of Carpenters Pension Plan, declare that I have examined this request, including accompanying documents, and, to the best of my knowledge and belief, the request contains all relevant facts relating to the request and such facts are true, correct and complete.

[redacted]

Authorized Trustee Representative for the
Southwest Ohio Regional Council of
Carpenters Pension Plan

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 31-6127287
Checklist Item #4 – 2.04 Public Disclosure Authorization

Does the application include a statement, signed by an authorized trustee on behalf of the Board of Trustees, acknowledging that the application and the application's supporting material will be publicly disclosed on the Treasury Department's website?

See Section 2.04 of Revenue Procedure 2017-43.

Attached as Document 4.1 is a statement signed by Mr. Steve Schramm, Authorized Trustee, acknowledging that the application and the application's supporting material will be publicly disclosed on the Treasury Department's website.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 4.1

ACKNOWLEDGMENT OF PUBLIC DISCLOSURE

The Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan, acknowledges that pursuant to §432(e)(9)(G)(ii) of the Internal Revenue Code of 1986, as amended, this application for approval of the proposed suspension of benefits and all accompanying supporting material, will be publicly disclosed through publication on the United States Department of Treasury website.

[redacted]
Authorized Trustee Representative for the
Southwest Ohio Regional Council of
Carpenters Pension Plan

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #5 – 3.01 Plan Actuary's Certification of Critical and Declining Status

Does the application include the plan actuary's certification of critical and declining status and the supporting illustrations, including:

- *the Plan-year-by-Plan-year projections demonstrating projected insolvency during the relevant period; and*
- *separately identifying the available resources (and the market value of assets and changes in cash flow) during each of those years?*

See Section 3.01 of the Revenue Procedure 2017-43.

The Plan actuary's certification of critical and declining status is attached as Document 5.1, titled 2018 Actuarial Certification of Funded Status. The supporting illustrations requested by Section 3.01 are set forth in Exhibit IV of the Supplemental Actuarial Information document attached to the response to Checklist Item #6.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 5.1

The 2018 Actuarial Certification of Funded Status for the Southwest Ohio Regional Council of Carpenters Pension Plan is attached.

2018 ACTUARIAL CERTIFICATION OF FUNDED STATUS

As Required under IRC § 432(b)(3) as Added by the Pension Protection Act of 2006

Plan Identification

Southwest Ohio Regional Council of Carpenters Pension Plan ("Plan")
700 Tower Drive, Suite 300
Troy, MI 48098-2808
(248) 813-9800
EIN/PN: 31-6127287/001
Plan Year: January 1, 2018 – December 31, 2018

Information on Plan Status

As of January 1, 2018, I hereby certify that the Plan is Critical and Declining as defined by the Pension Protection Act of 2006 (PPA) as amended by the Multiemployer Pension Reform Act of 2014 (MPRA) and is meeting the annual standards required under its updated Rehabilitation Plan which was designed to forestall the Plan's insolvency.

This certification has been prepared based on the Plan's January 1, 2017 Actuarial Valuation and unaudited December 31, 2017 financial statements. The January 1, 2017 Actuarial Valuation was projected to January 1, 2018 for determination of the Plan's funded percentage and additional projections of later years were used to determine the Plan's year of insolvency.

Anticipated future Plan contributions and liabilities are based on 2,150,000 hours worked per year and participants exiting the Plan are assumed to be replaced by new entrants. Future scheduled withdrawal liability payments are also reflected. All other assumptions used, along with the Plan Provisions reflected in this determination, are included with this certification.

Actuarial Certification

I hereby certify that our projection of the Plan's most recent Actuarial Valuation presents fairly the actuarial position of the Plan as of January 1, 2018. In my opinion, the assumptions used to determine the Plan's 2018 PPA funding status are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. The projection of the January 1, 2017 Actuarial Valuation has been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

[redacted]

Jason C. Birkle, EA, MAAA, ASA
Enrollment Number: 17-07856

Cuni, Rust & Strenk
4555 Lake Forest Drive, Suite 620
Cincinnati, OH 45242
(513) 891-0270

March 29, 2018

Illustration Supporting 2018 Pension Protection Act of 2006 (PPA) Actuarial Certification of Status

Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan

EIN: 31-6127287

PN: 001

2018 PPA Funding Status = Critical and Declining.

2018 PPA Funded Percentage < 80%, Projected Funding Deficiency in 2018, and Projected Insolvency in 2036.

1/1 Plan Year	Actuarial Value of Assets (1)	PPA Accrued Liability (2)	PPA Funded % (1) / (2)	Prior 12/31 Credit Balance	Hourly Contribution Rate	Minimum Required Contribution	Expected Hours Worked	Expected Contributions	Asset Return %	
2017	**$226,849,805**	**$460,087,441**	**49.3%**	**($448,392)**	**$6.95**	**$30,230,666**	***2,505,946***	***$17,361,905***	***12.4%***	***Unaudited*** [2]
2018	$219,267,902	$470,144,789	46.6%	($14,052,296)	$6.95	$45,221,933	2,150,000	$14,907,144	6.4%	Projected
2019	$216,523,547	$391,202,045	55.3%	($31,269,819)	$6.95	$62,821,254	2,150,000	$14,902,144	6.4%	Projected
2020	$213,949,741	$386,701,482	55.3%	($49,428,742)	$6.95	$81,188,986	2,150,000	$14,897,144	6.4%	Projected
2021	$212,483,805	$387,087,823	54.9%	($68,380,284)	$6.95	$99,593,299	2,150,000	$14,897,144	6.4%	Projected
2022	$208,686,895	$386,839,199	53.9%	($87,364,402)	$6.95	$116,216,065	2,150,000	$14,897,144	6.4%	Projected
2023	$201,355,639	$385,997,395	52.2%	($104,510,848)	$6.95	$130,501,520	2,150,000	$14,897,144	6.4%	Projected
2024	$193,081,930	$384,559,799	50.2%	($119,246,348)	$6.95	$146,298,051	2,150,000	$14,897,144	6.4%	Projected
2025	$183,890,593	$382,574,480	48.1%	($135,540,529)	$6.95	$164,160,334	2,150,000	$14,897,144	6.4%	Projected
2026	$173,707,532	$380,014,505	45.7%	($153,965,541)	$6.95	$182,125,929	2,150,000	$14,897,144	6.4%	Projected
2027	$162,602,580	$376,963,170	43.1%	($172,497,120)	$6.95	$202,464,875	2,150,000	$14,897,144	6.4%	Projected
2028	$150,519,299	$373,368,550	40.3%	($193,476,819)	$6.95	$223,788,796	2,150,000	$14,897,144	6.4%	Projected
2029	$137,471,621	$369,290,539	37.2%	($215,472,524)	$6.95	$246,233,993	2,150,000	$14,897,144	6.4%	Projected
2030	$123,496,049	$364,791,792	33.9%	($238,624,829)	$6.95	$269,201,427	2,150,000	$14,807,144	6.4%	Projected
2031	$108,500,219	$359,915,246	30.1%	($262,408,658)	$6.95	$285,941,771	2,150,000	$14,797,144	6.4%	Projected
2032	$92,585,483	$354,703,923	26.1%	($279,686,701)	$6.95	$302,133,088	2,150,000	$14,797,144	6.4%	Projected
2033	$75,757,290	$349,179,512	21.7%	($296,388,105)	$6.95	$318,372,450	2,150,000	$14,797,144	6.4%	Projected
2034	$57,963,841	$343,339,747	16.9%	($313,139,068)	$6.95	$334,108,606	2,150,000	$14,797,144	6.4%	Projected
2035	$39,225,269	$337,220,551	11.6%	($329,370,972)	$6.95	$350,083,227	2,150,000	$14,797,144	6.4%	Projected
2036	$19,523,016	$330,847,233	5.9%	($345,848,854)	$6.95	$367,619,509	2,150,000	$14,797,144	6.4%	Projected

(1) January 1, 2017 Actuarial Valuation results.

(2) Estimated based on the Plan's December 31, 2017 financial statements.

Illustration Documenting Development of Anticipated Future Plan Contributions

Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan

EIN: 31-6127287

PN: 001

1/1 Plan Year	Total Contributions	Base Contributions	Total Contribution Base Units	Average Contribution Rate	Withdrawal Liability Payments
2016	$17,502,825	$16,466,922	2,392,616	$6.88	$1,035,903
2017	$17,361,905	$17,246,905	2,505,946	$6.88	$115,000
2018	$14,907,144	$14,797,144	2,150,000	$6.88	$110,000
2019	$14,902,144	$14,797,144	2,150,000	$6.88	$105,000
2020	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2021	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2022	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2023	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2024	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2025	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2026	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2027	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2028	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2029	$14,897,144	$14,797,144	2,150,000	$6.88	$100,000
2030	$14,807,144	$14,797,144	2,150,000	$6.88	$10,000
2031	$14,797,144	$14,797,144	2,150,000	$6.88	$0
2032	$14,797,144	$14,797,144	2,150,000	$6.88	$0
2033	$14,797,144	$14,797,144	2,150,000	$6.88	$0
2034	$14,797,144	$14,797,144	2,150,000	$6.88	$0
2035	$14,797,144	$14,797,144	2,150,000	$6.88	$0
2036	$14,797,144	$14,797,144	2,150,000	$6.88	$0

Summary of Plan Provisions
Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 31-6127287
PN: 001

1. Effective Date:	January 1, 1999.
2. Plan Year:	January 1st through December 31st.
3. Covered Employees:	All Employees covered by the Collective Bargaining Agreement.
4. Eligibility:	500 Hours of Service (200 Hours if first Hour of Service was completed before December 31, 2001).
5. Vesting Service:	1 Year for each Plan Year in which 1,000 or more Hours of Service are earned. $^{1}/_{10}$ of a Year is earned for each 100 Hours of Service less than 1,000 to a minimum of 100 Hours of Service.
6. Credited Service:	1 Year for each Plan Year in which 1,500 Hours of Service are earned at the base journeyman rate prorated for Hours other than 1,500.
7. Normal Retirement:	
a. Eligibility	Age 62 and 5th anniversary of Plan participation.
b. Monthly Benefit	Credit per Year of Credited Service:

Effective Date	Credit
01/01/1999 - 12/31/2001	$99
01/01/2002 - 05/31/2003	$80
06/01/2003 and later	$50

8. Early Retirement:

a. Eligibility	Age 55 and 5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Normal Retirement actuarially reduced from age 62.

9. Vested Retirement:

a. Eligibility	5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Normal or Early Retirement.

10. Total and Permanent Disability:

a. Eligibility	Total and Permanent Disability and 5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Early Retirement payable at commencement of Social Security disability benefits actuarially reduced from age 55.

11. Trade Disability:

a. Eligibility	Trade Disability and 5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Normal Retirement payable immediately actuarially reduced for early commencement.

12. Pre-Retirement Death:

a. Eligibility	Married and 5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Early Retirement reflecting a 50% Joint & Survivor Annuity payment form with death immediately after Early Retirement.

13. Payment Forms:

a. Normal	Life Annuity for single participants and an Actuarially Equivalent 100% Joint & Survivor Annuity (QJSA) for married participants.
b. Optional	Actuarially Equivalent 50% or 75% Joint & Survivor Annuity (QOSA), or a 10-Year Certain & Life Annuity.

14. Actuarial Equivalency: UP 1984 Mortality Table at 7.00%.

15. Employer Contributions:

Effective Date	Hourly Rate
06/01/2009	$5.20
06/01/2010	$5.70
06/01/2011	$5.95
07/01/2012	$6.20
07/01/2013	$6.45
06/01/2014	$6.70
06/01/2015	$6.95

16. Changes Since Last Year: None.

Summary of Actuarial Assumptions and Methods
Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 31-6127287
PN: 001

1. Interest Rates: 6.40%/3.05% (Funding/Current Liability).

2. Mortality Rates:

   a. Funding

      i. Non-Disabled — RP-2014 with Blue Collar adjustment.

      ii. Disabled — RP-2014 Disabled Retiree.

      iii. Base Year Adjustment — 2006 using Scale MP-2014.

      iv. Future Projections — Projected generationally using Scale MP-2016.

   b. Current Liability — 2017 Combined Static Mortality Table.

3. Retirement Rates:

   a. Actives

Age	Rate
55	0.20
56-58	0.15
59-60	0.10
61	0.25
62	0.35
63	0.20
64	0.25
65-69	0.50
70	1.00

   b. Terminated Vesteds

Age	Rate
55-60	0.05
61-62	0.30
63-69	0.20
70	1.00

Summary of Actuarial Assumptions and Methods
Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 31-6127287
PN: 001

4. Disability Rates:

Age	Rate
25	0.0012
35	0.0020
45	0.0042
55	0.0110
65	0.0000

5. Termination Rates:

Age	< 3 Years of Service	> 3 Years of Service
25	0.3500	0.1188
35	0.3500	0.1190
45	0.3500	0.1003
55	0.3500	0.1461
65	0.3500	0.0000

6. Actuarial Cost Method: Unit Credit.

7. Number of Hours Worked: 1,400 in 2018; 1,275 per year thereafter.

8. Expense Load: $1,800,000 in 2018; $1,000,000 in 2019 and increased 3.0% per year thereafter.

9. Payment Form Selection:

Payment Form	% Electing
Joint & 100% Survivor	32%
Joint & 50% Survivor	16%
Single Life Annuity	52%

Summary of Actuarial Assumptions and Methods
Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 31-6127287
PN: 001

10. Actuarial Value of Assets: Market Value of Assets minus a decreasing fraction ($^4/_5$, $^3/_5$, $^2/_5$ and $^1/_5$) of each of the preceding 4 years' gains and (losses). A gain/(loss) for a year is equal to the actual return minus the expected return using the funding interest rate. The Actuarial Value of Assets is adjusted to be within 80% and 120% of the Market Value of Assets.

11. Changes Since Last Year: The retirement rates, hours worked and expense load were updated and the percent married assumption was changed to a payment form selection.

Rationale for Selection of Significant Actuarial Assumptions
Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 31-6127287
PN: 001

1. Interest Rate:	Based on the Plan's target asset allocation, reflecting asset class future return expectations as determined by the Plan's investment consultant and publically available inflation expectations, anticipated risk premiums, and associated long-term capital market assumptions.
2. Mortality Rates:	RP-2014 table used as base rates. Blue Collar adjustment used to reflect expected workforce mortality experience. RP-2014 Disabled Retiree table used to reflect expected disabled mortality experience. Both RP-2014 tables are adjusted to base year 2006 to reflect the mortality experience used to develop the RP-2014 table and for expected generational mortality improvement. Other adjustments are based on the Plan's most recent experience study, Society of Actuaries mortality studies, and expected generational mortality improvement from 2006 base year using Scale MP-2016.
3. Retirement Rates:	Based on the Plan's most recent experience study.
4. Hours Worked:	The expected hours worked have been developed based on information provided by the Board of Trustees.
5. Termination/Disability Rates:	Based on the Plan's most recent experience study.
6. Payment Form Selection:	Based on the Plan's most recent experience study and anticipated changes in the payment forms available.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #6 – 3.02 Plan Actuary's Certification that the Plan is Projected to Avoid Insolvency

Does the application include the plan actuary's certification that, taking into account the proposed suspension and, if applicable, a proposed partition, the plan is projected to avoid insolvency if the suspension takes effect, and the supporting illustrations, including:

- *the plan-year-by-plan-year projections demonstrating projected insolvency during the relevant period; and*
- *separately identifying the available resources (and the market value of assets and changes in cash flow) during each of those years?*

See Section 3.02 of Revenue Procedure 2017-43.

The Plan actuary's certification that, taking into account the proposed suspension and, if applicable, a proposed partition, the Plan is projected to avoid insolvency if the suspension takes effect and the supporting illustrations, including:

- the plan-year-by-plan-year projections demonstrating projected insolvency during the relevant period;
- separately identifying the available resources (and the market value of assets and changes in cash flow) during each of those years

is attached as Document 6.1. The assumptions on which the certification is based are described in Exhibit XIV of the Supplemental Actuarial Information document attached as Document 6.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 6.1

Supplemental Actuarial Information for the Southwest Ohio Regional Council of Carpenters Pension Plan application for Suspension of Benefits under the Multiemployer Pension Reform of Act of 2014, effective as of March 31, 2019, is attached.

Southwest Ohio Regional Council of Carpenters Pension Plan

Supplemental Actuarial Information
Suspension of Benefits Under the Multiemployer Pension Reform Act of 2014
Effective as of March 31, 2019

CUNI, RUST & STRENK
ACTUARIAL CONSULTING

June 28, 2018

Board of Trustees
Southwest Ohio Regional Council of Carpenters Pension Plan

Dear Trustees:

As requested, this Report provides the Supplemental Actuarial Information outlined in Revenue Procedure 2017-43 for submission of an application to suspend benefits under the Multiemployer Pension Reform Act of 2014 (MPRA). This information has been prepared based on our understanding of the Trustees' Pension Recovery Plan effective March 31, 2019 submitted on behalf of the Southwest Ohio Regional Council of Carpenters Pension Plan ("Plan") and IRC §432(e)(9).

The methods employed and the results developed are intended solely for the purpose of demonstrating that the proposed benefit suspensions outlined in the application are reasonably estimated to enable the Plan to avoid insolvency. The Plan provisions, assumptions and methods used in this application, except where otherwise stated, are summarized in Exhibit XIII. Determinations for purposes other than those expressly stated may be significantly different from the results shown in this Report.

The information presented in this Report is based on the Plan's participant data as of January 1, 2017 (summarized in Exhibit XII) and unaudited financials as of March 31, 2018. In preparing this Report, we have relied on the Plan Administrator's representations that the information that they have supplied is both accurate and complete. The expected contribution base units have been developed based on information provided by the Board of Trustees. If any of this information is inaccurate or incomplete, the results shown in this Report could materially change.

Based on the information available, the proposed benefit suspensions effective March 31, 2019 outlined in the Trustee's Pension Recovery Plan are reasonably estimated to enable the Plan to avoid insolvency within the meaning of IRC §418E assuming the proposed suspensions continue indefinitely.

I hereby certify that the Plan's most recent Actuarial Valuation and Actuarial Certification of Plan Status fairly present the actuarial position of the Plan. In my opinion, the assumptions used to determine Plan liabilities and costs are individually reasonable based on Plan experience and represent my best estimate of anticipated future experience under the Plan. The projections and calculations shown in this Report have been performed in accordance with generally accepted actuarial principles and practices and the undersigned meets the qualification standards of the American Academy of Actuaries necessary to render an actuarial opinion.

Respectfully submitted,

CUNI, RUST & STRENK

[redacted]

Jason C. Birkle, EA, MAAA, ASA
Consulting Actuary

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Table of Contents
Southwest Ohio Regional Council of Carpenters Pension Plan

Exhibit I: Past Experience for Certain Critical Assumptions
Southwest Ohio Regional Council of Carpenters Pension Plan

1/1 Plan Year	Total Contributions	Total Contribution Base Units	Average Contribution Rate	Withdrawal Liability Payments	Rate of Return on Plan Assets
2008	$18,925,867	2,928,547	$5.98	$1,402,501	(25.9%)
2009	$12,225,138	2,423,298	$4.79	$607,864	14.9%
2010	$11,205,337	1,966,833	$5.57	$247,051	10.6%
2011	$13,040,000	2,092,816	$5.80	$894,188	0.8%
2012	$14,614,870	2,305,944	$6.18	$357,833	10.1%
2013	$13,712,995	2,091,252	$6.34	$458,286	14.2%
2014	$15,436,128	2,239,505	$6.76	$301,582	7.2%
2015	$17,760,186	2,544,244	$6.88	$263,450	2.8%
2016	$17,502,825	2,392,616	$6.88	$1,035,903	9.8%
2017	$17,172,581	2,479,566*	$6.88	$107,233	12.4%

Average Base Unit Trend (2008-2017):	(1.83%)

* Estimated based on contributions provided by the Plan's Auditor as of December 31, 2017.

Exhibit II: Development of Projected December 31, 2018 Market Value of Assets
Southwest Ohio Regional Council of Carpenters Pension Plan

The table below shows the actual change in the Market Value of Assets from January 1, 2016 through March 31, 2018 and projects the Market Value of Assets from April 1, 2018 to December 31, 2018. The projection incorporates the following information:

- The Market Value of Assets as of January 1, 2016 and January 1, 2017 are based on the financial statements as of those dates from the Plan's auditor. The January 1, 2018 asset value is based on cash flows from the unaudited financial statements provided by the Plan Administrator.
- Cash flow items through December 31, 2016 are from the financial statements from the Plan's Auditor. Cash flow items through March 31, 2018 are from the unaudited financial statements provided by the Plan Administrator. Withdrawal liability payments and 2017 contribution amounts are based on information provided by the Plan's Auditor.
- Investment returns from January 1, 2016 through March 31, 2018 are the net total of income on investments in the period shown.
- Estimated employer contributions from April 1, 2018 through December 31, 2018 are the total expected contributions of $14,797,144 (based on an hours assumption of 2,150,000 and average 2016 contribution rate of $6.88) reduced by the contributions already received between January 1, 2018 and March 31, 2018.
- Estimated benefit payments from April 1, 2018 through December 31, 2018 are the total expected benefit payments of $31,665,681 for the 2018 Plan Year reduced by actual benefit payments already made between January 1, 2018 and March 31, 2018.
- Estimated administrative expenses from April 1, 2018 through December 31, 2018 are based on the total expected administrative expenses for the 2018 Plan Year ($1,800,000) reduced by the administrative expenses already incurred between January 1, 2018 and March 31, 2018.
- Investment returns from April 1, 2018 through December 31, 2018 are based on the assumed net investment return of 6.64% during that period.

	January 1, 2016 to December 31, 2016[1]	January 1, 2017 to December 31, 2017[2]	January 1, 2018 to March 31, 2018[2]	April 1, 2018 to December 31, 2018[3]
1. Market Value of Assets (Beginning of Period)	$ 213,252,642	$ 218,949,354	$ 229,662,167	$ 222,727,391
2. Employer Contributions	16,466,922	17,065,348	3,953,060	10,844,084
3. Withdrawal Liability Payments	1,035,903	107,233	27,500	82,500
4. Benefit Payments	(30,693,089)	(30,831,426)	(7,784,857)	(23,880,824)
5. Administrative Expenses	(1,302,554)	(1,751,108)	(291,683)	(1,508,317)
6. Investment Returns	20,189,530	26,122,766	(2,838,796)	10,649,315
7. Market Value of Assets (End of Period)	$ 218,949,354	$ 229,662,167	$ 222,727,391	$ 218,914,149

[1] Audited Financials

[2] Unaudited Financials

[3] Projected

Exhibit III: Projected Total Contribution Base Units and Average Contribution Rates
Southwest Ohio Regional Council of Carpenters Pension Plan

1/1 Plan Year	Total Contributions	Total Contribution Base Units	Average Contribution Rate
2017	$17,065,348*	2,479,566**	$6.88
2018	$14,797,144	2,150,000	$6.88
2019	$14,797,144	2,150,000	$6.88
2020	$14,797,144	2,150,000	$6.88
2021	$14,797,144	2,150,000	$6.88
2022	$14,797,144	2,150,000	$6.88
2023	$14,797,144	2,150,000	$6.88
2024	$14,797,144	2,150,000	$6.88
2025	$14,797,144	2,150,000	$6.88
2026	$14,797,144	2,150,000	$6.88
2027	$14,797,144	2,150,000	$6.88
2028	$14,797,144	2,150,000	$6.88
2029	$14,797,144	2,150,000	$6.88
2030	$14,797,144	2,150,000	$6.88
2031	$14,797,144	2,150,000	$6.88
2032	$14,797,144	2,150,000	$6.88
2033	$14,797,144	2,150,000	$6.88
2034	$14,797,144	2,150,000	$6.88
2035	$14,797,144	2,150,000	$6.88

1/1 Plan Year	Total Contributions	Total Contribution Base Units	Average Contribution Rate
2036	$14,797,144	2,150,000	$6.88
2037	$14,797,144	2,150,000	$6.88
2038	$14,797,144	2,150,000	$6.88
2039	$14,797,144	2,150,000	$6.88
2040	$14,797,144	2,150,000	$6.88
2041	$14,797,144	2,150,000	$6.88
2042	$14,797,144	2,150,000	$6.88
2043	$14,797,144	2,150,000	$6.88
2044	$14,797,144	2,150,000	$6.88
2045	$14,797,144	2,150,000	$6.88
2046	$14,797,144	2,150,000	$6.88
2047	$14,797,144	2,150,000	$6.88
2048	$14,797,144	2,150,000	$6.88
2049	$14,797,144	2,150,000	$6.88
2050	$14,797,144	2,150,000	$6.88

* Contributions from the unaudited financials as of December 31, 2017.
** Estimated based on contributions provided by the Plan's Auditor as of December 31, 2017.

Exhibit IV: Deterministic Projection of Current Plan without Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning January 1, 2017 through December 31, 2036.

	2017 *	2018	2019	2020	2021
1. Market Value at beginning of year	$218,949,354	$229,662,167	$218,914,149	$214,414,310	$208,993,607
2. Contributions	17,065,348 **	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments ***	107,233	110,000	105,000	100,000	100,000
4. Benefit payments					
a. Current retirees and beneficiaries	29,779,123	29,446,477	28,894,128	28,143,100	27,362,581
b. Terminated vested participants	622,068	1,040,552	1,519,524	2,058,283	2,586,362
c. Current actives	430,235	1,178,652	1,922,070	2,701,736	3,490,064
d. New entrants	0	0	0	0	0
e. Total	30,831,426	31,665,681	32,335,722	32,903,119	33,439,007
5. Administrative expenses	1,751,108	1,800,000	1,000,000	1,030,000	1,060,900
6. Investment earnings	26,122,766	7,810,519	13,933,739	13,615,272	13,236,823
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$229,662,167	$218,914,149	$214,414,310	$208,993,607	$202,627,667
8. Available resources: (1)+(2)+(3)-(5)+(6)	$260,493,593	$250,579,830	$246,750,032	$241,896,726	$236,066,674
9. Solvency Ratio: (8)÷(4e)	8.45	7.91	7.63	7.35	7.06

	2022	2023	2024	2025	2026
1. Market Value at beginning of year	$202,627,667	$195,350,180	$187,114,106	$177,940,966	$167,761,833
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments ***	100,000	100,000	100,000	100,000	100,000
4. Benefit payments					
a. Current retirees and beneficiaries	26,534,194	25,698,653	24,834,975	23,970,095	23,067,236
b. Terminated vested participants	3,126,973	3,688,183	4,206,149	4,754,196	5,240,119
c. Current actives	4,219,398	4,918,180	5,598,685	6,248,154	6,864,450
d. New entrants	0	3,091	12,381	29,308	56,989
e. Total	33,880,565	34,308,107	34,652,190	35,001,753	35,228,794
5. Administrative expenses	1,092,727	1,125,509	1,159,274	1,194,052	1,229,874
6. Investment earnings	12,798,661	12,300,398	11,741,180	11,119,528	10,435,048
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$195,350,180	$187,114,106	$177,940,966	$167,761,833	$156,635,357
8. Available resources: (1)+(2)+(3)-(5)+(6)	$229,230,745	$221,422,213	$212,593,156	$202,763,586	$191,864,151
9. Solvency Ratio: (8)÷(4e)	6.77	6.45	6.14	5.79	5.45

* Based on unaudited December 31, 2017 Financials

** Estimated based on contributions provided by the Plan's Auditor as of December 31, 2017

*** All withdrawal liability payments are from prior withdrawals; no assumed future withdrawals

Exhibit IV: Deterministic Projection of Current Plan without Proposed Suspension (continued)
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning January 1, 2017 through December 31, 2036.

	2027	2028	2029	2030	2031
1. Market Value at beginning of year	$156,635,357	$144,501,182	$132,024,997	$118,565,319	$104,019,093
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments ***	100,000	100,000	100,000	10,000	0
4. Benefit payments					
a. Current retirees and beneficiaries	22,169,722	21,250,473	20,322,548	19,388,067	18,449,016
b. Terminated vested participants	5,732,726	6,198,264	6,614,032	7,008,703	7,337,670
c. Current actives	7,453,313	8,006,250	8,513,849	8,980,197	9,424,904
d. New entrants	96,531	145,424	201,601	267,324	342,022
e. Total	35,452,292	35,600,411	35,652,030	35,644,291	35,553,612
5. Administrative expenses	1,266,770	1,304,773	1,343,916	1,384,233	1,425,760
6. Investment earnings	9,687,743	9,531,855	8,639,124	7,675,154	6,639,379
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$144,501,182	$132,024,997	$118,565,319	$104,019,093	$88,476,244
8. Available resources: (1)+(2)+(3)-(5)+(6)	$179,953,474	$167,625,408	$154,217,349	$139,663,384	$124,029,856
9. Solvency Ratio: (8)÷(4e)	5.08	4.71	4.33	3.92	3.49

	2032	2033	2034	2035	2036
1. Market Value at beginning of year	$88,476,244	$71,930,381	$54,321,631	$35,650,764	$15,884,876
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments ***	0	0	0	0	0
4. Benefit payments					
a. Current retirees and beneficiaries	17,507,282	16,565,911	15,624,774	14,695,385	13,779,484
b. Terminated vested participants	7,627,534	7,918,315	8,141,920	8,310,805	8,441,280
c. Current actives	9,848,919	10,249,325	10,633,777	11,012,641	11,334,795
d. New entrants	425,475	518,724	619,585	726,270	842,442
e. Total	35,409,210	35,252,275	35,020,056	34,745,101	34,398,001
5. Administrative expenses	1,468,533	1,512,589	1,557,967	1,604,706	1,652,847
6. Investment earnings	5,534,736	4,358,970	3,110,012	1,786,775	387,942
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$71,930,381	$54,321,631	$35,650,764	$15,884,876	Insolvent
8. Available resources: (1)+(2)+(3)-(5)+(6)	$107,339,591	$89,573,906	$70,670,820	$50,629,977	$29,417,115
9. Solvency Ratio: (8)÷(4e)	3.03	2.54	2.02	1.46	0.86

*** All withdrawal liability payments are from prior withdrawals; no assumed future withdrawals

Exhibit V: Deterministic Projection of Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2018 *	2019	2020	2021	2022	2023
1. Market Value at beginning of year	$222,727,391	$218,914,149	$219,549,498	$221,265,742	$222,526,953	$223,381,078
2. Contributions	10,844,084	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	82,500	105,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	22,336,856	24,113,082	21,908,485	21,206,611	20,467,287	19,725,260
b. Terminated vested participants	733,122	1,439,550	1,914,966	2,398,960	2,894,454	3,408,899
c. Current actives	810,846	1,810,344	2,498,676	3,236,648	3,923,955	4,585,526
d. New entrants	0	0	0	0	0	3,109
e. Total	23,880,824	27,362,976	26,322,127	26,842,219	27,285,696	27,722,794
5. Administrative expenses	1,508,317	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509
6. Investment earnings	10,649,315	14,096,181	14,171,227	14,267,186	14,335,404	14,376,769
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$218,914,149	$219,549,498	$221,265,742	$222,526,953	$223,381,078	$223,806,688
8. Available resources: (1)+(2)+(3)-(5)+(6)	$242,794,973	$246,912,474	$247,587,869	$249,369,172	$250,666,774	$251,529,482
9. Solvency Ratio: (8)÷(4e)	10.17	9.02	9.41	9.29	9.19	9.07

	2024	2025	2026	2027	2028	2029
1. Market Value at beginning of year	$223,806,688	$223,839,585	$223,438,858	$222,680,818	$221,545,551	$221,124,492
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	100,000	100,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	18,962,731	18,204,149	17,418,617	16,644,563	15,857,469	15,070,968
b. Terminated vested participants	3,883,532	4,385,726	4,831,114	5,282,756	5,709,585	6,090,762
c. Current actives	5,237,881	5,864,074	6,460,044	7,021,611	7,544,671	8,021,039
d. New entrants	12,542	29,980	58,577	99,078	148,944	206,087
e. Total	28,096,686	28,483,929	28,768,352	29,048,008	29,260,669	29,388,856
5. Administrative expenses	1,159,274	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
6. Investment earnings	14,391,713	14,380,110	14,343,042	14,282,367	15,247,239	15,211,356
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$223,839,585	$223,438,858	$222,680,818	$221,545,551	$221,124,492	$220,500,220
8. Available resources: (1)+(2)+(3)-(5)+(6)	$251,936,271	$251,922,787	$251,449,170	$250,593,559	$250,385,161	$249,889,076
9. Solvency Ratio: (8)÷(4e)	8.97	8.84	8.74	8.63	8.56	8.50

* As required under revenue procedure 2017-43 3.02, the initial period shown here begins on the first day of the calendar quarter in which the application is submitted and ends with the last day of the plan year that includes that first day.

Exhibit V: Deterministic Projection of Proposed Suspension (continued)
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2030	2031	2032	2033	2034	2035
1. Market Value at beginning of year	$220,500,220	$219,615,257	$218,597,060	$217,493,941	$216,311,661	$215,091,211
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	10,000	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	14,287,511	13,509,311	12,738,364	11,976,591	11,225,802	10,495,288
b. Terminated vested participants	6,452,557	6,754,136	7,019,824	7,286,454	7,491,568	7,646,368
c. Current actives	8,454,347	8,871,531	9,260,922	9,617,931	9,971,931	10,303,171
d. New entrants	272,986	348,659	433,660	528,230	629,962	737,359
e. Total	29,467,401	29,483,637	29,452,770	29,409,206	29,319,263	29,182,186
5. Administrative expenses	1,384,233	1,425,760	1,468,533	1,512,589	1,557,967	1,604,706
6. Investment earnings	15,159,527	15,094,056	15,021,040	14,942,371	14,859,636	14,775,783
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$219,615,257	$218,597,060	$217,493,941	$216,311,661	$215,091,211	$213,877,246
8. Available resources: (1)+(2)+(3)-(5)+(6)	$249,082,658	$248,080,697	$246,946,711	$245,720,867	$244,410,474	$243,059,432
9. Solvency Ratio: (8)÷(4e)	8.45	8.41	8.38	8.36	8.34	8.33

	2036	2037	2038	2039	2040	2041
1. Market Value at beginning of year	$213,877,246	$212,727,575	$211,698,330	$210,823,889	$210,194,399	$209,824,361
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	9,786,153	9,078,541	8,388,570	7,717,823	7,068,066	6,445,563
b. Terminated vested participants	7,766,009	7,853,177	7,913,602	7,910,844	7,896,143	7,855,513
c. Current actives	10,580,380	10,825,608	11,045,523	11,224,998	11,388,999	11,499,530
d. New entrants	855,759	985,844	1,123,938	1,268,465	1,420,707	1,581,542
e. Total	28,988,301	28,743,170	28,471,633	28,122,130	27,773,915	27,382,148
5. Administrative expenses	1,652,847	1,702,432	1,753,505	1,806,110	1,860,293	1,916,102
6. Investment earnings	14,694,333	14,619,213	14,553,553	14,501,606	14,467,026	14,452,413
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$212,727,575	$211,698,330	$210,823,889	$210,194,399	$209,824,361	$209,775,668
8. Available resources: (1)+(2)+(3)-(5)+(6)	$241,715,876	$240,441,500	$239,295,522	$238,316,529	$237,598,276	$237,157,816
9. Solvency Ratio: (8)÷(4e)	8.34	8.37	8.40	8.47	8.55	8.66

Exhibit V: Deterministic Projection of Proposed Suspension (continued)
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2042	2043	2044	2045	2046	2047
1. Market Value at beginning of year	$209,775,668	$210,141,506	$210,971,245	$212,364,356	$214,376,231	$217,069,811
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	5,843,716	5,268,970	4,723,183	4,208,037	3,724,982	3,275,261
b. Terminated vested participants	7,770,404	7,644,799	7,485,371	7,306,623	7,093,843	6,867,053
c. Current actives	11,553,304	11,589,314	11,557,763	11,488,899	11,389,689	11,259,960
d. New entrants	1,753,387	1,935,524	2,124,163	2,322,254	2,532,564	2,754,039
e. Total	26,920,811	26,438,607	25,890,480	25,325,813	24,741,078	24,156,313
5. Administrative expenses	1,973,585	2,032,793	2,093,777	2,156,590	2,221,288	2,287,927
6. Investment earnings	14,463,090	14,503,995	14,580,224	14,697,134	14,858,802	15,069,007
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$210,141,506	$210,971,245	$212,364,356	$214,376,231	$217,069,811	$220,491,722
8. Available resources: (1)+(2)+(3)-(5)+(6)	$237,062,317	$237,409,852	$238,254,836	$239,702,044	$241,810,889	$244,648,035
9. Solvency Ratio: (8)÷(4e)	8.81	8.98	9.20	9.46	9.77	10.13

	2048	2049
1. Market Value at beginning of year	$220,491,722	$224,732,247
2. Contributions	14,797,144	14,797,144
3. Withdrawal liability payments	0	0
4. Benefit payments		
a. Current retirees and beneficiaries	2,859,841	2,479,308
b. Terminated vested participants	6,610,366	6,339,460
c. Current actives	11,079,992	10,871,747
d. New entrants	2,982,296	3,215,806
e. Total	23,532,495	22,906,321
5. Administrative expenses	2,356,565	2,427,262
6. Investment earnings	15,332,441	15,654,252
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$224,732,247	$229,850,060
8. Available resources: (1)+(2)+(3)-(5)+(6)	$248,264,742	$252,756,381
9. Solvency Ratio: (8)÷(4e)	10.55	11.03

Exhibit VI: Deterministic Projection of Similar but Smaller Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2018 *	2019	2020	2021	2022	2023
1. Market Value at beginning of year	$222,727,391	$218,914,149	$219,123,632	$220,239,044	$220,833,166	$220,952,447
2. Contributions	10,844,084	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	82,500	105,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	22,310,654	24,472,120	22,373,265	21,670,688	20,929,034	20,183,841
b. Terminated vested participants	743,104	1,464,197	1,950,995	2,445,976	2,952,702	3,478,787
c. Current actives	827,066	1,839,053	2,552,310	3,305,526	4,006,649	4,681,228
d. New entrants	0	0	0	0	0	3,133
e. Total	23,880,824	27,775,370	26,876,570	27,422,190	27,888,385	28,346,989
5. Administrative expenses	1,508,317	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509
6. Investment earnings	10,649,315	14,082,709	14,124,838	14,180,068	14,203,249	14,195,117
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$218,914,149	$219,123,632	$220,239,044	$220,833,166	$220,952,447	$220,572,210
8. Available resources: (1)+(2)+(3)-(5)+(6)	$242,794,973	$246,899,002	$247,115,614	$248,255,356	$248,840,832	$248,919,199
9. Solvency Ratio: (8)÷(4e)	10.17	8.89	9.19	9.05	8.92	8.78

	2024	2025	2026	2027	2028	2029
1. Market Value at beginning of year	$220,572,210	$219,725,989	$218,369,258	$216,576,919	$214,325,376	$212,666,490
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	100,000	100,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	19,417,015	18,653,025	17,860,459	17,078,538	16,282,189	15,485,312
b. Terminated vested participants	3,964,178	4,477,706	4,933,169	5,394,996	5,831,438	6,221,204
c. Current actives	5,346,199	5,984,298	6,591,435	7,163,394	7,695,980	8,180,916
d. New entrants	12,627	30,161	58,896	99,567	149,616	206,951
e. Total	28,740,019	29,145,190	29,443,959	29,736,495	29,959,223	30,094,383
5. Administrative expenses	1,159,274	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
6. Investment earnings	14,155,928	14,085,367	13,984,350	13,854,578	14,707,966	14,583,581
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$219,725,989	$218,369,258	$216,576,919	$214,325,376	$212,666,490	$210,708,916
8. Available resources: (1)+(2)+(3)-(5)+(6)	$248,466,008	$247,514,448	$246,020,878	$244,061,871	$242,625,713	$240,803,299
9. Solvency Ratio: (8)÷(4e)	8.65	8.49	8.36	8.21	8.10	8.00

* As required under revenue procedure 2017-43 3.02, the initial period shown here begins on the first day of the calendar quarter in which the application is submitted and ends with the last day of the plan year that includes that first day.

Exhibit VI: Deterministic Projection of Similar but Smaller Proposed Suspension (continued)
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2030	2031	2032	2033	2034	2035
1. Market Value at beginning of year	$210,708,916	$208,390,857	$205,835,518	$203,086,282	$200,141,594	$197,037,669
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	10,000	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	14,690,400	13,899,723	13,115,333	12,340,300	11,574,323	10,828,040
b. Terminated vested participants	6,591,134	6,899,503	7,171,170	7,443,769	7,653,483	7,811,768
c. Current actives	8,621,895	9,046,335	9,442,337	9,805,327	10,165,205	10,501,806
d. New entrants	274,069	349,976	435,228	530,067	632,072	739,749
e. Total	30,177,498	30,195,537	30,164,068	30,119,463	30,025,083	29,881,363
5. Administrative expenses	1,384,233	1,425,760	1,468,533	1,512,589	1,557,967	1,604,706
6. Investment earnings	14,436,528	14,268,814	14,086,221	13,890,220	13,681,981	13,464,069
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$208,390,857	$205,835,518	$203,086,282	$200,141,594	$197,037,669	$193,812,813
8. Available resources: (1)+(2)+(3)-(5)+(6)	$238,568,355	$236,031,055	$233,250,350	$230,261,057	$227,062,752	$223,694,176
9. Solvency Ratio: (8)÷(4e)	7.91	7.82	7.73	7.64	7.56	7.49

	2036	2037	2038	2039	2040	2041
1. Market Value at beginning of year	$193,812,813	$190,518,198	$187,202,737	$183,892,393	$180,669,283	$177,537,571
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	10,102,628	9,377,855	8,670,265	7,981,548	7,313,600	6,672,911
b. Terminated vested participants	7,934,104	8,023,243	8,085,039	8,082,266	8,067,275	8,025,787
c. Current actives	10,783,282	11,032,106	11,255,070	11,436,777	11,602,617	11,713,891
d. New entrants	858,456	988,868	1,127,290	1,272,149	1,424,732	1,585,923
e. Total	29,678,470	29,422,072	29,137,664	28,772,740	28,408,224	27,998,512
5. Administrative expenses	1,652,847	1,702,432	1,753,505	1,806,110	1,860,293	1,916,102
6. Investment earnings	13,239,558	13,011,899	12,783,681	12,558,596	12,339,661	12,128,770
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$190,518,198	$187,202,737	$183,892,393	$180,669,283	$177,537,571	$174,548,871
8. Available resources: (1)+(2)+(3)-(5)+(6)	$220,196,668	$216,624,809	$213,030,057	$209,442,023	$205,945,795	$202,547,383
9. Solvency Ratio: (8)÷(4e)	7.42	7.36	7.31	7.28	7.25	7.23

Exhibit VI: Deterministic Projection of Similar but Smaller Proposed Suspension (continued)
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2042	2043	2044	2045	2046	2047
1. Market Value at beginning of year	$174,548,871	$171,785,821	$169,285,350	$167,134,310	$165,373,447	$164,050,132
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	6,052,841	5,460,075	4,896,623	4,364,308	3,864,720	3,399,230
b. Terminated vested participants	7,938,845	7,810,522	7,647,635	7,465,007	7,247,605	7,015,890
c. Current actives	11,767,306	11,802,635	11,769,115	11,697,606	11,595,129	11,461,590
d. New entrants	1,758,144	1,940,668	2,129,692	2,328,185	2,538,916	2,760,820
e. Total	27,517,136	27,013,900	26,443,065	25,855,106	25,246,370	24,637,530
5. Administrative expenses	1,973,585	2,032,793	2,093,777	2,156,590	2,221,288	2,287,927
6. Investment earnings	11,930,527	11,749,078	11,588,658	11,453,689	11,347,199	11,271,844
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$171,785,821	$169,285,350	$167,134,310	$165,373,447	$164,050,132	$163,193,663
8. Available resources: (1)+(2)+(3)-(5)+(6)	$199,302,957	$196,299,250	$193,577,375	$191,228,553	$189,296,502	$187,831,193
9. Solvency Ratio: (8)÷(4e)	7.24	7.27	7.32	7.40	7.50	7.62

	2048	2049
1. Market Value at beginning of year	$163,193,663	$162,876,318
2. Contributions	14,797,144	14,797,144
3. Withdrawal liability payments	0	0
4. Benefit payments		
a. Current retirees and beneficiaries	2,968,922	2,574,482
b. Terminated vested participants	6,753,628	6,476,837
c. Current actives	11,276,967	11,063,553
d. New entrants	2,989,502	3,223,436
e. Total	23,989,019	23,338,308
5. Administrative expenses	2,356,565	2,427,262
6. Investment earnings	11,231,095	11,228,789
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$162,876,318	$163,136,681
8. Available resources: (1)+(2)+(3)-(5)+(6)	$186,865,337	$186,474,989
9. Solvency Ratio: (8)÷(4e)	7.79	7.99

Exhibit VII: Deterministic Projection of Proposed Suspension

Southwest Ohio Regional Council of Carpenters Pension Plan

Assuming 1.00% Lower Annual Rate of Return

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2018 *	**2019**	**2020**	**2021**	**2022**	**2023**
1. Market Value at beginning of year	$222,727,391	$217,327,837	$215,749,905	$215,132,079	$213,912,635	$212,135,401
2. Contributions	10,844,084	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	82,500	105,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	22,336,856	24,113,082	21,893,698	21,192,265	20,453,415	19,711,895
b. Terminated vested participants	733,122	1,439,550	1,914,890	2,398,887	2,894,384	3,408,833
c. Current actives	810,846	1,810,344	2,498,676	3,236,648	3,923,955	4,585,526
d. New entrants	0	0	0	0	0	3,109
e. Total	23,880,824	27,362,976	26,307,264	26,827,800	27,271,754	27,709,363
5. Administrative expenses	1,508,317	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509
6. Investment earnings	9,063,003	11,882,900	11,822,294	11,772,112	11,690,103	11,576,783
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$217,327,837	$215,749,905	$215,132,079	$213,912,635	$212,135,401	$209,774,456
8. Available resources: (1)+(2)+(3)-(5)+(6)	$241,208,661	$243,112,881	$241,439,343	$240,740,435	$239,407,155	$237,483,819
9. Solvency Ratio: (8)÷(4e)	10.10	8.88	9.18	8.97	8.78	8.57

	2024	**2025**	**2026**	**2027**	**2028**	**2029**
1. Market Value at beginning of year	$209,774,456	$206,860,797	$203,348,450	$199,308,219	$194,714,093	$190,519,338
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	100,000	100,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	18,949,909	18,191,907	17,406,989	16,633,583	15,847,168	15,061,376
b. Terminated vested participants	3,883,469	4,385,666	4,831,058	5,282,704	5,709,538	6,090,718
c. Current actives	5,237,881	5,864,074	6,460,044	7,021,611	7,544,671	8,021,039
d. New entrants	12,542	29,980	58,577	99,078	148,944	206,087
e. Total	28,083,801	28,471,627	28,756,668	29,036,976	29,250,321	29,379,220
5. Administrative expenses	1,159,274	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
6. Investment earnings	11,432,272	11,256,188	11,049,167	10,812,476	11,463,195	11,200,983
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$206,860,797	$203,348,450	$199,308,219	$194,714,093	$190,519,338	$185,894,329
8. Available resources: (1)+(2)+(3)-(5)+(6)	$234,944,598	$231,820,077	$228,064,887	$223,751,069	$219,769,659	$215,273,549
9. Solvency Ratio: (8)÷(4e)	8.37	8.14	7.93	7.71	7.51	7.33

* As required under revenue procedure 2017-43 3.02, the initial period shown here begins on the first day of the calendar quarter in which the application is submitted and ends with the last day of the plan year that includes that first day.

Exhibit VII: Deterministic Projection of Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan
Assuming 1.00% Lower Annual Rate of Return

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2030	**2031**	**2032**	**2033**	**2034**	**2035**
1. Market Value at beginning of year	$185,894,329	$180,769,880	$175,260,720	$169,400,800	$163,179,266	$156,621,518
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	10,000	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	14,278,649	13,501,197	12,731,005	11,971,067	11,220,998	10,491,178
b. Terminated vested participants	6,452,518	6,754,101	7,019,793	7,286,427	7,491,544	7,646,348
c. Current actives	8,454,347	8,871,531	9,260,922	9,617,931	9,971,931	10,303,171
d. New entrants	272,986	348,659	433,660	528,230	629,962	737,359
e. Total	29,458,500	29,475,488	29,445,380	29,403,655	29,314,435	29,178,056
5. Administrative expenses	1,159,274	1,425,760	1,468,533	1,512,589	1,557,967	1,604,706
6. Investment earnings	10,686,181	10,594,944	10,256,849	9,897,566	9,517,510	9,118,226
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$180,769,880	$175,260,720	$169,400,800	$163,179,266	$156,621,518	$149,754,126
8. Available resources: (1)+(2)+(3)-(5)+(6)	$210,228,380	$204,736,208	$198,846,180	$192,582,921	$185,935,953	$178,932,182
9. Solvency Ratio: (8)÷(4e)	7.14	6.95	6.75	6.55	6.34	6.13

	2036	**2037**	**2038**	**2039**	**2040**	**2041**
1. Market Value at beginning of year	$149,754,126	$142,615,230	$135,239,539	$127,638,263	$119,876,371	$111,941,124
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	9,782,698	9,075,695	8,386,281	7,716,037	7,066,726	6,444,610
b. Terminated vested participants	7,765,992	7,853,163	7,913,591	7,910,834	7,896,135	7,855,507
c. Current actives	10,580,380	10,825,608	11,045,523	11,224,998	11,388,999	11,499,530
d. New entrants	855,759	985,844	1,123,938	1,268,465	1,420,707	1,581,542
e. Total	28,984,829	28,740,310	28,469,333	28,120,334	27,772,567	27,381,189
5. Administrative expenses	1,159,274	1,702,432	1,753,505	1,806,110	1,860,293	1,916,102
6. Investment earnings	8,208,063	8,269,907	7,824,418	7,367,408	6,900,469	6,424,171
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$142,615,230	$135,239,539	$127,638,263	$119,876,371	$111,941,124	$103,865,148
8. Available resources: (1)+(2)+(3)-(5)+(6)	$171,600,059	$163,979,849	$156,107,596	$147,996,705	$139,713,691	$131,246,337
9. Solvency Ratio: (8)÷(4e)	5.92	5.71	5.48	5.26	5.03	4.79

Exhibit VII: Deterministic Projection of Proposed Suspension

Southwest Ohio Regional Council of Carpenters Pension Plan

Assuming 1.00% Lower Annual Rate of Return

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2042	**2043**	**2044**	**2045**	**2046**	**2047**
1. Market Value at beginning of year	$103,865,148	$95,709,818	$87,490,048	$79,268,020	$71,058,799	$62,881,943
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	5,843,096	5,268,627	4,723,070	4,208,107	3,725,196	3,275,584
b. Terminated vested participants	7,770,399	7,644,796	7,485,368	7,306,621	7,093,842	6,867,052
c. Current actives	11,553,304	11,589,314	11,557,763	11,488,899	11,389,689	11,259,960
d. New entrants	1,753,387	1,935,524	2,124,163	2,322,254	2,532,564	2,754,039
e. Total	26,920,186	26,438,261	25,890,364	25,325,881	24,741,291	24,156,635
5. Administrative expenses	1,159,274	2,032,793	2,093,777	2,156,590	2,221,288	2,287,927
6. Investment earnings	5,126,986	5,454,140	4,964,969	4,476,106	3,988,579	3,502,979
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$95,709,818	$87,490,048	$79,268,020	$71,058,799	$62,881,943	$54,737,504
8. Available resources: (1)+(2)+(3)-(5)+(6)	$122,630,004	$113,928,309	$105,158,384	$96,384,680	$87,623,234	$78,894,139
9. Solvency Ratio: (8)÷(4e)	4.56	4.31	4.06	3.81	3.54	3.27

	2048	**2049**
1. Market Value at beginning of year	$54,737,504	$46,665,672
2. Contributions	14,797,144	14,797,144
3. Withdrawal liability payments	0	0
4. Benefit payments		
a. Current retirees and beneficiaries	2,860,242	2,479,764
b. Terminated vested participants	6,610,366	6,339,460
c. Current actives	11,079,992	10,871,747
d. New entrants	2,982,296	3,215,806
e. Total	23,532,896	22,906,777
5. Administrative expenses	1,159,274	2,427,262
6. Investment earnings	1,823,194	2,542,452
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$46,665,672	$38,671,229
8. Available resources: (1)+(2)+(3)-(5)+(6)	$70,198,568	$61,578,006
9. Solvency Ratio: (8)÷(4e)	2.98	2.69

Exhibit VIII: Deterministic Projection of Proposed Suspension

Southwest Ohio Regional Council of Carpenters Pension Plan

Assuming 2.00% Lower Annual Rate of Return

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2018 *	2019	2020	2021	2022	2023
1. Market Value at beginning of year	$222,727,391	$215,737,979	$211,978,639	$209,088,989	$205,501,175	$201,260,192
2. Contributions	10,844,084	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	82,500	105,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	22,336,856	24,113,082	21,893,698	21,192,265	20,453,415	19,711,895
b. Terminated vested participants	733,122	1,439,550	1,914,890	2,398,887	2,894,384	3,408,833
c. Current actives	810,846	1,810,344	2,498,676	3,236,648	3,923,955	4,585,526
d. New entrants	0	0	0	0	0	3,109
e. Total	23,880,824	27,362,976	26,307,264	26,827,800	27,271,754	27,709,363
5. Administrative expenses	1,508,317	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509
6. Investment earnings	7,473,145	9,701,492	9,550,470	9,403,742	9,226,354	9,018,783
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$215,737,979	$211,978,639	$209,088,989	$205,501,175	$201,260,192	$196,341,247
8. Available resources: (1)+(2)+(3)-(5)+(6)	$239,618,803	$239,341,615	$235,396,253	$232,328,975	$228,531,946	$224,050,610
9. Solvency Ratio: (8)÷(4e)	10.03	8.75	8.95	8.66	8.38	8.09

	2024	2025	2026	2027	2028	2029
1. Market Value at beginning of year	$196,341,247	$190,776,498	$184,521,247	$177,647,529	$170,130,392	$162,803,527
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	100,000	100,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	18,949,909	18,191,907	17,406,989	16,633,583	15,847,168	15,061,376
b. Terminated vested participants	3,883,469	4,385,666	4,831,058	5,282,704	5,709,538	6,090,718
c. Current actives	5,237,881	5,864,074	6,460,044	7,021,611	7,544,671	8,021,039
d. New entrants	12,542	29,980	58,577	99,078	148,944	206,087
e. Total	28,083,801	28,471,627	28,756,668	29,036,976	29,250,321	29,379,220
5. Administrative expenses	1,159,274	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
6. Investment earnings	8,781,182	8,513,284	8,215,680	7,889,465	8,331,085	7,950,960
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$190,776,498	$184,521,247	$177,647,529	$170,130,392	$162,803,527	$154,928,495
8. Available resources: (1)+(2)+(3)-(5)+(6)	$218,860,299	$212,992,874	$206,404,197	$199,167,368	$192,053,848	$184,307,715
9. Solvency Ratio: (8)÷(4e)	7.79	7.48	7.18	6.86	6.57	6.27

* As required under revenue procedure 2017-43 3.02, the initial period shown here begins on the first day of the calendar quarter in which the application is submitted and ends with the last day of the plan year that includes that first day.

Exhibit VIII: Deterministic Projection of Proposed Suspension

Southwest Ohio Regional Council of Carpenters Pension Plan

Assuming 2.00% Lower Annual Rate of Return

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2030	2031	2032	2033	2034	2035
1. Market Value at beginning of year	$154,928,495	$146,434,569	$137,434,653	$127,960,056	$117,997,023	$107,567,838
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	10,000	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	14,278,649	13,501,197	12,731,005	11,971,067	11,220,998	10,491,178
b. Terminated vested participants	6,452,518	6,754,101	7,019,793	7,286,427	7,491,544	7,646,348
c. Current actives	8,454,347	8,871,531	9,260,922	9,617,931	9,971,931	10,303,171
d. New entrants	272,986	348,659	433,660	528,230	629,962	737,359
e. Total	29,458,500	29,475,488	29,445,380	29,403,655	29,314,435	29,178,056
5. Administrative expenses	1,159,274	1,425,760	1,468,533	1,512,589	1,557,967	1,604,706
6. Investment earnings	7,316,704	7,104,188	6,642,172	6,156,067	5,646,073	5,113,326
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$146,434,569	$137,434,653	$127,960,056	$117,997,023	$107,567,838	$96,695,546
8. Available resources: (1)+(2)+(3)-(5)+(6)	$175,893,069	$166,910,141	$157,405,436	$147,400,678	$136,882,273	$125,873,602
9. Solvency Ratio: (8)÷(4e)	5.97	5.66	5.35	5.01	4.67	4.31

	2036	2037	2038	2039	2040	2041
1. Market Value at beginning of year	$96,695,546	$85,414,267	$73,754,130	$61,721,301	$49,375,090	$36,696,539
2. Contributions	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144	14,797,144
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	9,782,698	9,075,695	8,386,281	7,716,037	7,066,726	6,444,610
b. Terminated vested participants	7,765,992	7,853,163	7,913,591	7,910,834	7,896,135	7,855,507
c. Current actives	10,580,380	10,825,608	11,045,523	11,224,998	11,388,999	11,499,530
d. New entrants	855,759	985,844	1,123,938	1,268,465	1,420,707	1,581,542
e. Total	28,984,829	28,740,310	28,469,333	28,120,334	27,772,567	27,381,189
5. Administrative expenses	1,159,274	1,702,432	1,753,505	1,806,110	1,860,293	1,916,102
6. Investment earnings	4,065,680	3,985,461	3,392,865	2,783,089	2,157,165	1,515,254
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$85,414,267	$73,754,130	$61,721,301	$49,375,090	$36,696,539	$23,711,646
8. Available resources: (1)+(2)+(3)-(5)+(6)	$114,399,096	$102,494,440	$90,190,634	$77,495,424	$64,469,106	$51,092,835
9. Solvency Ratio: (8)÷(4e)	3.95	3.57	3.17	2.76	2.32	1.87

Exhibit VIII: Deterministic Projection of Proposed Suspension

Southwest Ohio Regional Council of Carpenters Pension Plan

Assuming 2.00% Lower Annual Rate of Return

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2042	2043
1. Market Value at beginning of year	$23,711,646	$10,474,370
2. Contributions	14,797,144	14,797,144
3. Withdrawal liability payments	0	0
4. Benefit payments		
a. Current retirees and beneficiaries	5,843,096	5,268,627
b. Terminated vested participants	7,770,399	7,644,796
c. Current actives	11,553,304	11,589,314
d. New entrants	1,753,387	1,935,524
e. Total	26,920,186	26,438,261
5. Administrative expenses	1,159,274	2,032,793
6. Investment earnings	45,040	190,985
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$10,474,370	Insolvent
8. Available resources: (1)+(2)+(3)-(5)+(6)	$37,394,556	$23,429,706
9. Solvency Ratio: (8)÷(4e)	1.39	0.89

Exhibit IX: Deterministic Projection of Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan
Assuming Negative 1.83% Trend in Annual Contribution Base Units

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2018 *	**2019**	**2020**	**2021**	**2022**	**2023**
1. Market Value at beginning of year	$222,727,391	$218,914,149	$219,269,864	$220,428,739	$220,825,621	$220,492,971
2. Contributions	10,844,084	14,526,356	14,260,523	13,999,556	13,743,364	13,491,860
3. Withdrawal liability payments	82,500	105,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	22,336,856	24,113,082	21,893,698	21,192,265	20,453,415	19,711,895
b. Terminated vested participants	733,122	1,439,550	1,914,890	2,398,887	2,894,384	3,408,833
c. Current actives	810,846	1,810,344	2,498,676	3,236,648	3,923,955	4,585,526
d. New entrants	0	0	0	0	0	3,109
e. Total	23,880,824	27,362,976	26,307,264	26,827,800	27,271,754	27,709,363
5. Administrative expenses	1,508,317	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509
6. Investment earnings	10,649,315	14,087,335	14,135,616	14,186,026	14,188,467	14,142,799
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$218,914,149	$219,269,864	$220,428,739	$220,825,621	$220,492,971	$219,392,758
8. Available resources: (1)+(2)+(3)-(5)+(6)	$242,794,973	$246,632,840	$246,736,003	$247,653,421	$247,764,725	$247,102,121
9. Solvency Ratio: (8)÷(4e)	10.17	9.01	9.38	9.23	9.09	8.92

	2024	**2025**	**2026**	**2027**	**2028**	**2029**
1. Market Value at beginning of year	$219,392,758	$217,542,987	$214,883,681	$211,470,733	$207,262,375	$203,250,782
2. Contributions	13,244,959	13,002,577	12,764,629	12,531,037	12,301,719	12,076,597
3. Withdrawal liability payments	100,000	100,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	18,949,909	18,191,907	17,406,989	16,633,583	15,847,168	15,061,376
b. Terminated vested participants	3,883,469	4,385,666	4,831,058	5,282,704	5,709,538	6,090,718
c. Current actives	5,237,881	5,864,074	6,460,044	7,021,611	7,544,671	8,021,039
d. New entrants	12,542	29,980	58,577	99,078	148,944	206,087
e. Total	28,083,801	28,471,627	28,756,668	29,036,976	29,250,321	29,379,220
5. Administrative expenses	1,159,274	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
6. Investment earnings	14,048,345	13,903,796	13,708,965	13,464,351	14,141,782	13,841,980
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$217,542,987	$214,883,681	$211,470,733	$207,262,375	$203,250,782	$198,546,223
8. Available resources: (1)+(2)+(3)-(5)+(6)	$245,626,788	$243,355,308	$240,227,401	$236,299,351	$232,501,103	$227,925,443
9. Solvency Ratio: (8)÷(4e)	8.75	8.55	8.35	8.14	7.95	7.76

* As required under revenue procedure 2017-43 3.02, the initial period shown here begins on the first day of the calendar quarter in which the application is submitted and ends with the last day of the plan year that includes that first day.

Exhibit IX: Deterministic Projection of Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan
Assuming Negative 1.83% Trend in Annual Contribution Base Units

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2030	2031	2032	2033	2034	2035
1. Market Value at beginning of year	$198,546,223	$193,060,544	$186,888,262	$180,042,337	$172,489,471	$164,231,009
2. Contributions	11,855,596	11,638,638	11,425,651	11,216,562	11,011,299	10,809,792
3. Withdrawal liability payments	10,000	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	14,278,649	13,501,197	12,731,005	11,971,067	11,220,998	10,491,178
b. Terminated vested participants	6,452,518	6,754,101	7,019,793	7,286,427	7,491,544	7,646,348
c. Current actives	8,454,347	8,871,531	9,260,922	9,617,931	9,971,931	10,303,171
d. New entrants	272,986	348,659	433,660	528,230	629,962	737,359
e. Total	29,458,500	29,475,488	29,445,380	29,403,655	29,314,435	29,178,056
5. Administrative expenses	1,159,274	1,425,760	1,468,533	1,512,589	1,557,967	1,604,706
6. Investment earnings	13,266,499	13,090,328	12,642,337	12,146,816	11,602,641	11,009,893
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$193,060,544	$186,888,262	$180,042,337	$172,489,471	$164,231,009	$155,267,932
8. Available resources: (1)+(2)+(3)-(5)+(6)	$222,519,044	$216,363,750	$209,487,717	$201,893,126	$193,545,444	$184,445,988
9. Solvency Ratio: (8)÷(4e)	7.55	7.34	7.11	6.87	6.60	6.32

	2036	2037	2038	2039	2040	2041
1. Market Value at beginning of year	$155,267,932	$145,611,207	$135,266,719	$124,214,952	$112,488,258	$100,039,153
2. Contributions	10,611,973	10,417,774	10,227,128	10,039,972	9,856,240	9,675,871
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	9,782,698	9,075,695	8,386,281	7,716,037	7,066,726	6,444,610
b. Terminated vested participants	7,765,992	7,853,163	7,913,591	7,910,834	7,896,135	7,855,507
c. Current actives	10,580,380	10,825,608	11,045,523	11,224,998	11,388,999	11,499,530
d. New entrants	855,759	985,844	1,123,938	1,268,465	1,420,707	1,581,542
e. Total	28,984,829	28,740,310	28,469,333	28,120,334	27,772,567	27,381,189
5. Administrative expenses	1,159,274	1,702,432	1,753,505	1,806,110	1,860,293	1,916,102
6. Investment earnings	9,875,405	9,680,480	8,943,943	8,159,778	7,327,515	6,445,332
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$145,611,207	$135,266,719	$124,214,952	$112,488,258	$100,039,153	$86,863,065
8. Available resources: (1)+(2)+(3)-(5)+(6)	$174,596,036	$164,007,029	$152,684,285	$140,608,592	$127,811,720	$114,244,254
9. Solvency Ratio: (8)÷(4e)	6.02	5.71	5.36	5.00	4.60	4.17

Exhibit IX: Deterministic Projection of Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan
Assuming Negative 1.83% Trend in Annual Contribution Base Units

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2042	**2043**	**2044**	**2045**	**2046**	**2047**
1. Market Value at beginning of year	$86,863,065	$72,981,906	$58,368,630	$43,040,775	$26,965,896	$10,112,765
2. Contributions	9,498,803	9,324,975	9,154,328	8,986,803	8,822,345	8,660,896
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	5,843,096	5,268,627	4,723,070	4,208,107	3,725,196	3,275,584
b. Terminated vested participants	7,770,399	7,644,796	7,485,368	7,306,621	7,093,842	6,867,052
c. Current actives	11,553,304	11,589,314	11,557,763	11,488,899	11,389,689	11,259,960
d. New entrants	1,753,387	1,935,524	2,124,163	2,322,254	2,532,564	2,754,039
e. Total	26,920,186	26,438,261	25,890,364	25,325,881	24,741,291	24,156,635
5. Administrative expenses	1,159,274	2,032,793	2,093,777	2,156,590	2,221,288	2,287,927
6. Investment earnings	4,699,498	4,532,803	3,501,958	2,420,789	1,287,103	97,967
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$72,981,906	$58,368,630	$43,040,775	$26,965,896	$10,112,765	Insolvent
8. Available resources: (1)+(2)+(3)-(5)+(6)	$99,902,092	$84,806,891	$68,931,139	$52,291,777	$34,854,056	$16,583,701
9. Solvency Ratio: (8)÷(4e)	3.71	3.21	2.66	2.06	1.41	0.69

Exhibit X: Deterministic Projection of Proposed Suspension

Southwest Ohio Regional Council of Carpenters Pension Plan

Assuming Negative 2.83% Trend in Annual Contribution Base Units

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2018 *	2019	2020	2021	2022	2023
1. Market Value at beginning of year	$222,727,391	$218,914,149	$219,117,059	$219,967,298	$219,896,234	$218,932,375
2. Contributions	10,844,084	14,378,384	13,971,476	13,576,083	13,191,880	12,818,550
3. Withdrawal liability payments	82,500	105,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	22,336,856	24,113,082	21,893,698	21,192,265	20,453,415	19,711,895
b. Terminated vested participants	733,122	1,439,550	1,914,890	2,398,887	2,894,384	3,408,833
c. Current actives	810,846	1,810,344	2,498,676	3,236,648	3,923,955	4,585,526
d. New entrants	0	0	0	0	0	3,109
e. Total	23,880,824	27,362,976	26,307,264	26,827,800	27,271,754	27,709,363
5. Administrative expenses	1,508,317	1,000,000	1,030,000	1,060,900	1,092,727	1,125,509
6. Investment earnings	10,649,315	14,082,502	14,116,027	14,141,553	14,108,742	14,017,180
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$218,914,149	$219,117,059	$219,967,298	$219,896,234	$218,932,375	$217,033,233
8. Available resources: (1)+(2)+(3)-(5)+(6)	$242,794,973	$246,480,035	$246,274,562	$246,724,034	$246,204,129	$244,742,596
9. Solvency Ratio: (8)÷(4e)	10.17	9.01	9.36	9.20	9.03	8.83

	2024	2025	2026	2027	2028	2029
1. Market Value at beginning of year	$217,033,233	$214,211,835	$210,402,673	$205,655,527	$199,921,903	$194,147,792
2. Contributions	12,455,785	12,103,286	11,760,763	11,427,934	11,104,523	10,790,265
3. Withdrawal liability payments	100,000	100,000	100,000	100,000	100,000	100,000
4. Benefit payments						
a. Current retirees and beneficiaries	18,949,909	18,191,907	17,406,989	16,633,583	15,847,168	15,061,376
b. Terminated vested participants	3,883,469	4,385,666	4,831,058	5,282,704	5,709,538	6,090,718
c. Current actives	5,237,881	5,864,074	6,460,044	7,021,611	7,544,671	8,021,039
d. New entrants	12,542	29,980	58,577	99,078	148,944	206,087
e. Total	28,083,801	28,471,627	28,756,668	29,036,976	29,250,321	29,379,220
5. Administrative expenses	1,159,274	1,194,052	1,229,874	1,266,770	1,304,773	1,343,916
6. Investment earnings	13,865,892	13,653,231	13,378,633	13,042,188	13,576,460	13,147,869
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$214,211,835	$210,402,673	$205,655,527	$199,921,903	$194,147,792	$187,462,790
8. Available resources: (1)+(2)+(3)-(5)+(6)	$242,295,636	$238,874,300	$234,412,195	$228,958,879	$223,398,113	$216,842,010
9. Solvency Ratio: (8)÷(4e)	8.63	8.39	8.15	7.89	7.64	7.38

* As required under revenue procedure 2017-43 3.02, the initial period shown here begins on the first day of the calendar quarter in which the application is submitted and ends with the last day of the plan year that includes that first day.

Exhibit X: Deterministic Projection of Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan
Assuming Negative 2.83% Trend in Annual Contribution Base Units

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2030	**2031**	**2032**	**2033**	**2034**	**2035**
1. Market Value at beginning of year	$187,462,790	$179,768,143	$171,146,834	$161,599,289	$151,078,610	$139,571,409
2. Contributions	10,484,901	10,188,178	9,899,852	9,619,687	9,347,450	9,082,917
3. Withdrawal liability payments	10,000	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	14,278,649	13,501,197	12,731,005	11,971,067	11,220,998	10,491,178
b. Terminated vested participants	6,452,518	6,754,101	7,019,793	7,286,427	7,491,544	7,646,348
c. Current actives	8,454,347	8,871,531	9,260,922	9,617,931	9,971,931	10,303,171
d. New entrants	272,986	348,659	433,660	528,230	629,962	737,359
e. Total	29,458,500	29,475,488	29,445,380	29,403,655	29,314,435	29,178,056
5. Administrative expenses	1,159,274	1,425,760	1,468,533	1,512,589	1,557,967	1,604,706
6. Investment earnings	12,428,226	12,091,761	11,466,516	10,775,878	10,017,751	9,191,161
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$179,768,143	$171,146,834	$161,599,289	$151,078,610	$139,571,409	$127,062,725
8. Available resources: (1)+(2)+(3)-(5)+(6)	$209,226,643	$200,622,322	$191,044,669	$180,482,265	$168,885,844	$156,240,781
9. Solvency Ratio: (8)÷(4e)	7.10	6.81	6.49	6.14	5.76	5.35

	2036	**2037**	**2038**	**2039**	**2040**	**2041**
1. Market Value at beginning of year	$127,062,725	$113,546,288	$99,009,369	$83,412,370	$66,765,985	$48,999,394
2. Contributions	8,825,870	8,576,098	8,333,394	8,097,559	7,868,398	7,645,723
3. Withdrawal liability payments	0	0	0	0	0	0
4. Benefit payments						
a. Current retirees and beneficiaries	9,782,698	9,075,695	8,386,281	7,716,037	7,066,726	6,444,610
b. Terminated vested participants	7,765,992	7,853,163	7,913,591	7,910,834	7,896,135	7,855,507
c. Current actives	10,580,380	10,825,608	11,045,523	11,224,998	11,388,999	11,499,530
d. New entrants	855,759	985,844	1,123,938	1,268,465	1,420,707	1,581,542
e. Total	28,984,829	28,740,310	28,469,333	28,120,334	27,772,567	27,381,189
5. Administrative expenses	1,159,274	1,702,432	1,753,505	1,806,110	1,860,293	1,916,102
6. Investment earnings	7,801,796	7,329,725	6,292,445	5,182,500	3,997,871	2,735,067
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$113,546,288	$99,009,369	$83,412,370	$66,765,985	$48,999,394	$30,082,893
8. Available resources: (1)+(2)+(3)-(5)+(6)	$142,531,117	$127,749,679	$111,881,703	$94,886,319	$76,771,961	$57,464,082
9. Solvency Ratio: (8)÷(4e)	4.92	4.44	3.93	3.37	2.76	2.10

Exhibit X: Deterministic Projection of Proposed Suspension

Southwest Ohio Regional Council of Carpenters Pension Plan

Assuming Negative 2.83% Trend in Annual Contribution Base Units

Projected Market Value of Assets and Solvency Ratio for the Plan Years beginning April 1, 2018* through December 31, 2049.

	2042	2043
1. Market Value at beginning of year	$30,082,893	$10,011,349
2. Contributions	7,429,349	7,219,098
3. Withdrawal liability payments	0	0
4. Benefit payments		
a. Current retirees and beneficiaries	5,843,096	5,268,627
b. Terminated vested participants	7,770,399	7,644,796
c. Current actives	11,553,304	11,589,314
d. New entrants	1,753,387	1,935,524
e. Total	26,920,186	26,438,261
5. Administrative expenses	1,159,274	2,032,793
6. Investment earnings	578,567	(30,779)
7. Market Value at end of year: (1)+(2)+(3)-(4e)-(5)+(6)	$10,011,349	Insolvent
8. Available resources: (1)+(2)+(3)-(5)+(6)	$36,931,535	$15,166,875
9. Solvency Ratio: (8)÷(4e)	1.37	0.57

Exhibit XI: Deterministic Projection of Funded Percentage of Proposed Suspension
Southwest Ohio Regional Council of Carpenters Pension Plan

Projected Market Value of Assets and Funded Percentage for the Plan Years beginning January 1, 2018 through January 1, 2050.

	2018	2019	2020	2021	2022	2023
1. Value of plan assets	$229,662,167	$218,914,149	$219,549,498	$221,281,090	$222,558,211	$223,428,809
2. Unit credit accrued liability	$470,351,320	$391,202,045	$386,701,482	$387,087,823	$386,839,199	$385,997,395
3. Funded percentage: (1) ÷ (2)	48.8%	56.0%	56.8%	57.2%	57.5%	57.9%

	2024	2025	2026	2027	2028	2029
1. Value of plan assets	$223,871,458	$223,921,961	$223,539,408	$222,800,110	$221,684,156	$221,283,691
2. Unit credit accrued liability	$384,559,799	$382,574,480	$380,014,505	$376,963,170	$373,368,550	$369,290,539
3. Funded percentage: (1) ÷ (2)	58.2%	58.5%	58.8%	59.1%	59.4%	59.9%

	2030	2031	2032	2033	2034	2035
1. Value of plan assets	$220,680,743	$219,817,865	$218,822,547	$217,743,155	$216,584,389	$215,388,382
2. Unit credit accrued liability	$364,791,792	$359,915,246	$354,703,923	$349,179,512	$343,339,747	$337,220,551
3. Funded percentage: (1) ÷ (2)	60.5%	61.1%	61.7%	62.4%	63.1%	63.9%

	2036	2037	2038	2039	2040	2041
1. Value of plan assets	$214,199,880	$213,076,807	$212,075,422	$211,230,248	$210,631,591	$210,294,119
2. Unit credit accrued liability	$330,847,233	$324,272,398	$317,531,284	$310,639,291	$303,669,185	$296,617,377
3. Funded percentage: (1) ÷ (2)	64.7%	65.7%	66.8%	68.0%	69.4%	70.9%

	2042	2043	2044	2045	2046	2047
1. Value of plan assets	$210,279,913	$210,682,351	$211,551,010	$212,985,577	$215,041,676	$217,782,482
2. Unit credit accrued liability	$289,520,568	$282,452,096	$275,433,222	$268,536,686	$261,788,310	$255,218,823
3. Funded percentage: (1) ÷ (2)	72.6%	74.6%	76.8%	79.3%	82.1%	85.3%

	2048	2049	2050
1. Value of plan assets	$221,254,873	$225,549,395	$230,724,999
2. Unit credit accrued liability	$248,837,356	$242,697,337	$236,817,457
3. Funded percentage: (1) ÷ (2)	88.9%	92.9%	97.4%

Exhibit XII – Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan
All Participants

Age Group	Number of Lives	Monthly Benefit Before Suspension		Monthly Benefit After Suspension	
		Total	Average	Total	Average
< 19	0	$ 0	$ 0	$ 0	$ 0
20-24	24	3,763	157	3,462	144
25-29	102	22,507	221	20,724	203
30-34	183	54,895	300	50,544	276
35-39	282	111,531	395	102,653	364
40-44	353	216,901	614	199,521	565
45-49	450	366,007	813	336,650	748
50-54	484	499,312	1,032	459,938	950
55-59	605	664,976	1,099	607,193	1,004
60-64	671	769,030	1,146	586,365	874
65-69	597	674,667	1,130	468,489	785
70-74	452	480,014	1,062	348,597	771
75-79	456	419,947	921	374,787	822
80 +	828	601,566	727	601,566	727
Total	5,487	$ 4,885,117	$ 890	$ 4,160,490	$ 758

Exhibit XII – Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan
Active Participants

Age Group	Number of Lives	Monthly Benefit Before Suspension		Monthly Benefit After Suspension	
		Total	Average	Total	Average
< 19	0	$ 0	$ 0	$ 0	$ 0
20-24	24	3,763	157	3,462	144
25-29	100	22,117	221	20,348	203
30-34	158	48,723	308	44,825	284
35-39	221	86,958	393	80,001	362
40-44	231	144,334	625	132,793	575
45-49	281	242,626	863	223,251	794
50-54	264	307,115	1,163	282,553	1,070
55-59	248	359,760	1,451	331,004	1,335
60-64	140	205,949	1,471	189,478	1,353
65-69	22	28,206	1,282	25,949	1,180
70-74	1	1,911	1,911	1,758	1,758
75-79	0	0	0	0	0
80 +	0	0	0	0	0
Total	1,690	$ 1,451,463	$ 859	$ 1,335,423	$ 790

Exhibit XII – Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan
Participants In Payment

Age Group	Number of Lives*	Monthly Benefit Before Suspension		Monthly Benefit After Suspension	
		Total	Average	Total	Average
< 19	0	$ 0	$ 0	$ 0	$ 0
20-24	0	0	0	0	0
25-29	1	213	213	213	213
30-34	2	426	213	426	213
35-39	3	1,077	359	1,025	342
40-44	2	770	385	673	336
45-49	8	3,585	448	3,172	396
50-54	22	13,190	600	12,698	577
55-59	64	46,295	723	37,974	593
60-64	318	385,631	1,213	233,625	735
65-69	513	609,297	1,188	408,304	796
70-74	442	474,045	1,072	343,086	776
75-79	451	417,713	926	372,704	826
80 +	818	600,504	734	600,504	734
Total	2,644	$ 2,552,742	$ 965	$ 2,014,401	$ 762

* Includes disabled participants and their beneficiaries.

Exhibit XII – Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan
Terminated Vested Participants

Age Group	Number of Lives	Monthly Benefit Before Suspension		Monthly Benefit After Suspension	
		Total	Average	Total	Average
< 19	0	$ 0	$ 0	$ 0	$ 0
20-24	0	0	0	0	0
25-29	1	177	177	163	163
30-34	23	5,746	250	5,293	230
35-39	58	23,496	405	21,627	373
40-44	120	71,797	598	66,056	550
45-49	161	119,797	744	110,227	685
50-54	198	179,008	904	164,687	832
55-59	293	258,921	884	238,214	813
60-64	213	177,451	833	163,262	766
65-69	62	37,164	599	34,236	552
70-74	9	4,059	451	3,753	417
75-79	5	2,234	447	2,084	417
80 +	10	1,062	106	1,062	106
Total	1,153	$ 880,912	$ 764	$ 810,666	$ 703

Exhibit XIII: Plan Provisions
Southwest Ohio Regional Council of Carpenters Pension Plan

1. Effective Date:	January 1, 1999.
2. Plan Year:	January 1st through December 31st.
3. Covered Employees:	All Employees covered by the Collective Bargaining Agreement.
4. Eligibility:	500 Hours of Service (200 Hours if first Hour of Service was completed before December 31, 2001).
5. Vesting Service:	1 Year for each Plan Year in which 1,000 or more Hours of Service are earned. $^{1}/_{10}$ of a Year is earned for each 100 Hours of Service less than 1,000 to a minimum of 100 Hours of Service.
6. Credited Service:	1 Year for each Plan Year in which 1,500 Hours of Service are earned at the base journeyman rate prorated for Hours other than 1,500.
7. Normal Retirement:	
a. Eligibility	Age 62 and 5th anniversary of Plan participation.
b. Monthly Benefit	Credit per Year of Credited Service:

Effective Date	Credit
01/01/1999 - 12/31/2001	$99
01/01/2002 - 05/31/2003	$80
06/01/2003 and later	$50

8. Early Retirement:

a. Eligibility	Age 55 and 5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Normal Retirement actuarially reduced from age 62.

9. Vested Retirement:

a. Eligibility	5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Normal or Early Retirement.

10. Total and Permanent Disability:

a. Eligibility	Total and Permanent Disability and 5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Early Retirement payable at commencement of Social Security disability benefits actuarially reduced from age 55 with an additional 8% reduction after March 31, 2019.

11. Pre-Retirement Death:

a. Eligibility	Married and 5 Years of Vesting Service.
b. Monthly Benefit	Calculated as for Early Retirement reflecting a 50% Joint & Survivor Annuity payment form with death immediately after Early Retirement.

Exhibit XIII: Plan Provisions
Southwest Ohio Regional Council of Carpenters Pension Plan

12. Payment Forms:

a. Normal	Life Annuity for single participants and an Actuarially Equivalent 100% Joint & Survivor Annuity (QJSA) for married participants.
b. Optional	Actuarially Equivalent 50% (QOSA).

13. Actuarial Equivalency: UP 1984 Mortality Table at 7.00%.

14. Employer Contributions:

Effective Date	Hourly Rate
06/01/2009	$5.20
06/01/2010	$5.70
06/01/2011	$5.95
07/01/2012	$6.20
07/01/2013	$6.45
06/01/2014	$6.70
06/01/2015	$6.95

15. Proposed Benefit Suspension: Described in detail in the Pension Recovery Plan. Benefits recalculated applying Early Retirement as it is determined after January 1, 2013 to age at retirement and then an additional 8% suspension of benefits to all Participants.

Exhibit XIII: Assumptions & Methods
Southwest Ohio Regional Council of Carpenters Pension Plan

1. Interest Rate: 6.40%.

2. Investment Returns: 6.64% for the first 10 years and 7.13% thereafter.

2. Mortality Rates:

   a. Non-Disabled — RP-2014 with Blue Collar adjustment.

   b. Disabled — RP-2014 Disabled Retiree.

   c. Base Year Adjustment — 2006 using Scale MP-2014.

   d. Future Projections — Projected generationally using Scale MP-2016.

3. Retirement Rates:

   a. Actives

Age	Rate
55	0.20
56-58	0.15
59-60	0.10
61	0.25
62	0.35
63	0.20
64	0.25
65-69	0.50
70	1.00

   b. Terminated Vesteds

Age	Rate
55-60	0.05
61-62	0.30
63-69	0.20
70	1.00

4. Disability Rates:

Age	Rate
25	0.0012
35	0.0020
45	0.0042
55	0.0110
65	0.0000

5. Termination Rates:

Age	< 3 Years of Service	> 3 Years of Service
25	0.3500	0.1188
35	0.3500	0.1190
45	0.3500	0.1003
55	0.3500	0.1461
65	0.3500	0.0000

6. Actuarial Cost Method: Unit Credit.

7. Number of Hours Worked: 2,150,000 (1,275 per year per active participant).

8. Expense Load: $1,800,000 in 2018; $1,000,000 in 2019 and increased 3.0% per year thereafter.

9. Payment Form Selection:

Payment Form	% Electing
Joint & 100% Survivor	32%
Joint & 50% Survivor	16%
Single Life Annuity	52%

10. Proposed Benefit Suspension: Proposed Suspension summarized in the Pension Recovery Plan is effective March 31, 2019 and is applied to payments beginning April 1, 2018. All applicable age, guarantee and disability-based limitations have been applied based on our understanding of the Final Regulations for Suspension of Benefits under the Multiemployer Pension Reform Act of 2014.

11. Rationale for Selection of Assumptions: Many actuarial assumptions used in this report are described in detail in the information included in response to Revenue Procedure 2017-43 Appendix B. The selection of other assumptions is based on the actuary's best estimate of future expectations based on the examination of recent actual results compared to expectations, periodic experience studies, industry materials, and any reasonably certain information available.

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Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #7 – 3.03 Plan Sponsor's Determination of Projected Insolvency

Does the application include the plan sponsor's determination of projected insolvency that includes the documentation set forth in Section 5 of the revenue procedure?

See Section 3.03 of Revenue Procedure 2017-43.

Attached as Document 7.1 is the Plan Sponsor's determination of projected insolvency that includes references to the portions of this application that include the documentation set forth in Section 5 of Internal Revenue Service Revenue Procedure 2017-43.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 7.1

After review of all available information and after undertaking all reasonable measures to avoid insolvency, the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan determined that the Plan would not be projected to avoid insolvency unless benefits are suspended in accordance with Internal Revenue Code Section 432(e)(9)(C)(ii) as set forth in this application, and that such proposed suspension of benefits continues indefinitely.

The Plan's actuary first certified that the Plan's funded status was "critical and declining" in accordance with Internal Revenue Code Section 432(b)(6) for the Plan Year beginning on January 1, 2015. The Plan's actuary certified to the Board of Trustees that the Plan would not be projected to avoid insolvency within the meaning of Internal Revenue Code Section 418E unless benefits are suspended in accordance with Internal Revenue Code Section 432(e)(9)(C)(ii) as set forth in this application, and that such proposed suspension of benefits continues indefinitely. The Plan actuary's certification was issued following continued reductions in adjustable benefits, increases in the Plan's hourly contribution rate, and eventually, a determination by the Board of Trustees that it had exhausted all reasonable measures to avoid insolvency. This application includes supporting documentation demonstrating the Plan's need to suspend benefits.

The Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan has included the following documentation as required by Section 5 of Revenue Procedure 2017-43:

1. A detailed description of the measures taken in order to avoid insolvency over the 10 years immediately preceding the Plan Year in which this application is submitted.

   The responsive document is attached as Document 17.1 to Checklist Item #17.

2. The following information with respect to the Plan:

   (1) For the past 10 Plan Years immediately preceding the Plan Year in which the application is submitted:

      (a) Contribution levels;

      (b) Levels of benefit accruals, including any prior reductions in the rate of benefit accruals;

      (c) Prior reductions, if any, of adjustable benefits under §432(e)(8);

      (d) Any prior suspension of benefits under §432(e)(9);

      (e) Measures undertaken by the Plan Sponsor to retain or attract contributing employers.

   (2) The impact on plan solvency of the subsidies and ancillary benefits, if any, available to active participants.

   (3) Compensation levels of active participants relative to employees in the participants' industry generally.

(4) Competitive and other economic factors facing contributing employers.

The responsive document is attached as Document 18.1 in response to Checklist Item #18.

3. A description how the factors set forth in Section 5.02 of the Revenue Procedure and the factors listed in §432(e)(9)(C)(ii)(VIII) (the impact of benefit and contribution levels on retaining active participants and bargaining groups under the plan) and §432(e)(9)(C)(ii)(IX) (the impact of past and anticipated contribution increases under the plan on employer attrition and retention levels) were taken into account (or why the factor was not taken into account) in the Plan Sponsor's determination that all reasonable measures have been taken to avoid insolvency.

The responsive document is attached as Document 19.1 in response to Checklist Item #19.

4. A description of any additional factors taken into account by the Plan Sponsor in its determination that all reasonable measures have been exhausted to avoid insolvency.

The responsive document is attached as Document 19.1 in response to Checklist Item #19.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #8 – 4.01 Demonstration that Limitations on Individual Suspensions Satisfied

Does the application include a demonstration that the limitations on individual suspensions are satisfied, including a description of each benefit based on disability, as defined under the plan, that is paid to an individual under the plan (without regard to whether the disability benefits are available to newly disabled participants) and calculations regarding:

- *the guarantee-based limitation;*
- *the disability-based limitation;*
- *the age-based limitation, taking into account the guarantee-based limitation; and*
- *if applicable, the age-based limitation taking into account both the guarantee-based limitation and the disability-based limitation.*

See Section 4.01 of Revenue Procedure 2017-43.

The demonstrations that the limitations on individual suspensions are satisfied, including calculations regarding:

- the guarantee-based limitation;
- the disability-based limitation;
- the age-based limitation, taking into account the guarantee-based limitation; and
- if applicable, the age-based limitation taking into account both the guarantee-based limitation and the disability-based limitation

are attached as Document 8.1, Demonstrations that Limitations on Individual Suspensions Are Satisfied.

For purposes of applying the age-based and guarantee-based limitations in situations involving a Qualified Domestic Relations Order ("QDRO"), the calculation will depend on the terms of the QDRO. If the QDRO provides the Alternate Payee with a shared interest, then the age-based limitation will be based on the age of the participant as of the effective date of March 31, 2019. If the QDRO provides the Alternate Payee with a separate interest, then the age-based limitation will be based on the age of the Alternate Payee as of the effective date of March 31, 2019. If the QDRO provides the Alternate Payee with a shared interest, then the guarantee-based limitation will be based on the total benefit of the participant as of the effective date of March 31, 2019. If the QDRO provides the Alternate Payee with a separate interest, then the guarantee-based limitation will be based on the assigned benefit of the Alternate Payee as of the effective date of March 31, 2019.

In addition, as required by Section 4.01(2)(a) of the Internal Revenue Service Revenue Procedure 2017-43, the following is a description of the disability-based benefits of the Southwest Ohio Regional Council of Carpenters Pension Plan:

The Plan permitted participants who incurred a "Total and Permanent Disability" prior to July 1, 2010 and on whose behalf employer contributions were made to the Plan during the 12-month period immediately preceding the date of disability to retire with their unreduced monthly benefit. If the participant incurs a "Total and Permanent Disability" on or after July 1, 2010, and on whose behalf employer contributions were made to the Plan during the 12-month period immediately preceding the date of disability, the participant is entitled to retire with their monthly benefit, subject to actuarially equivalent reductions from his or her Normal Retirement Date (the first day of the month following attainment of age 62). Through July 31, 2018, "Total and Permanent Disability" means that, based on the medical evidence satisfactory to the Board of Trustees, a person is totally unable, as a result of bodily injury or disease, to engage in any further employment or gainful pursuit for the remainder of his or her life. A disability award from the Social Security Administration was deemed to satisfy the requirements of Total and Permanent Disability. The Plan was amended effective August 1, 2018 to change the definition of "Total and Permanent Disability" to mean that the person has been determined by the Social Security Administration to be totally and permanently disabled and entitled to a disability benefit under Old Age and Survivors Disability Insurance (OASDI) program.

The Plan also provided for a "Trade Disability" benefit. If a participant incurred a "Trade Disability," the participant was entitled to commence their monthly benefit, subject to actuarially equivalent reductions from his or her Normal Retirement Date (the first day of the month following attainment of age 62). A "Trade Disability" meant that, based on medical evidence satisfactory to the Board of Trustees, a person is unable, as a result of bodily injury or disease, to perform any of the work described in the Collective Bargaining Agreement for the remainder of his or her life. The "Trade Disability" benefit was eliminated from the Plan effective August 1, 2018.

Pursuant to the definition of the disability-based limitation set forth in 26 C.F.R. § 1.432(e)(9)-1(d)(4), and the provisions of the Southwest Ohio Regional Council of Carpenters Pension Plan, both the Total and Permanent Disability pension benefit and Trade Disability benefit are "benefits based on disability" and not subject to the proposed suspension of benefits.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 8.1

Demonstrations that Limitations on Individual Suspensions Are Satisfied

Attached as Document 8.1 are the demonstrations that limitations on individual suspensions are satisfied.

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration that Limitations on Individual Suspensions are Satisfied

Example of Guarantee-Based Limitation for Individual Currently Receiving Benefits

	Participant	**Contingent Beneficiary**
Date of Birth	7/9/1955	11/18/1950
Date of Retirement	8/1/2005	8/1/2005
Age at Retirement Date	50 years 0 months	54 years 8 months
Age at Suspension Date	63 years 8 months	68 years 4 months
Optional Form of Payment	50% Joint & Survivor Annuity	50% Joint & Survivor Annuity
Type of Pension	Early Unreduced	Early Unreduced
Current Monthly Benefit	$2,302.42	$1,151.21
Total Credited Service	27.76	27.76

Calculation of 110% of PBGC Guarantee

Current Monthly Benefit	$2,302.42	$1,151.21
Accrual Rate	$82.94	$41.47
PBGC Guaranteed Accrual Rate	$35.75	$33.85
PBGC Guaranteed Benefit	$992.42	$939.75
110% of PBGC Guaranteed Benefit	$1091.66	$1033.72

Calculation of Monthly Benefit under Proposed Suspension

Current Monthly Benefit	$2,302.42	$1,151.21
Early Retirement Reduction Factor Applied at Retirement	0.00%	0.00%
Early Retirement Reduction Factor based on Proposed	68.14%	68.14%
Benefit Adjusted for Early Retirement	$733.46	$366.73
Base 8% Reduction	$58.68	$29.34
Benefit prior to Guarantee-Based Limitation	$674.78	$337.39
Benefit after Guarantee-Based Limitation	$1,091.66	$1,033.72
Final Monthly Benefit under Proposed Suspension	$1,091.66	$1,033.72

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration That Limitations on Individual Suspensions are Satisfied

Example of Guarantee-Based Limitation for a Future Retiree

	Participant
Date of Birth	10/8/1963
Normal Retirement Date	11/1/2025
Age at Normal Retirement Date	62 years 0 months
Age at Suspension Date	55 years 5 months
Optional Form of Payment	Not Retired
Type of Pension	Not Retired
Monthly Benefit Earned as of Suspension Date	$178.38
Total Credited Service as of Suspension Date	7.43

Calculation of 110% of PBGC Guarantee*

Monthly Benefit Earned as of Suspension Date	$178.38
Accrual Rate	$24.00
PBGC Guaranteed Accrual Rate	$20.75
PBGC Guaranteed Benefit	$154.22
110% of PBGC Guaranteed Benefit	$169.65

Calculation of Monthly Benefit under Proposed Suspension

Monthly Benefit Earned as of Suspension Date	$178.38
Base 8% Reduction	$14.27
Benefit prior to Guarantee-Based Limitation	$164.11
Benefit after Guarantee-Based Limitation	$169.65
Final Monthly Benefit under Proposed Suspension**	$169.65

* Calculated based on estimated Credited Service and accruals through Suspension Date.
** Payable at Normal Retirement. These amounts could change based on age and form of payment elected at retirement.

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration That Limitations on Individual Suspensions are Satisfied

Example of Guarantee-Based Limitation for Disabled Retiree and Contingent Beneficiary Under Age 75

	Participant	**Contingent Beneficiary**
Date of Birth	1/5/1951	3/16/1954
Date of Retirement	10/1/2001	10/1/2001
Age at Retirement Date	50 years 8 months	47 years 6 months
Age at Suspension Date	68 years 2 months	65 years 0 months
Optional Form of Payment	50% Joint & Survivor Annuity	50% Joint & Survivor Annuity
Type of Pension	Disability	Disability
Current Monthly Benefit	$1,637.48	$818.74
Total Credited Service	17.11	17.11

Calculation of 110% of PBGC Guarantee

Current Monthly Benefit	$1,637.48	$818.74
Accrual Rate	$95.69	$47.84
PBGC Guaranteed Accrual Rate	$35.75	$35.75
PBGC Guaranteed Benefit	$611.79	$611.79
110% of PBGC Guaranteed Benefit	$672.97	$672.97

Calculation of Monthly Benefit under Proposed Suspension

Current Monthly Benefit	$1,637.48	$818.74
Benefit after Disability-Based Limitation	$1,637.48	$753.24
Final Monthly Benefit under Proposed Suspension	$1,637.48	$818.74

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration That Limitations on Individual Suspensions are Satisfied

Example of Age-Based Limitation for Retiree and Contingent Beneficiary Between Age 75 and 80

	Participant	**Contingent Beneficiary**
Date of Birth	3/4/1941	1/7/1940
Date of Retirement	4/1/2003	4/1/2003
Age at Retirement Date	62 years 0 months	63 years 2 months
Age at Suspension Date	78 years 0 months	79 years 2 months
Optional Form of Payment	75% Joint & Survivor Annuity	75% Joint & Survivor Annuity
Type of Pension	Normal	Normal
Current Monthly Benefit	$1,948.33	$1,461.25
Total Credited Service	13.18	13.18

Calculation of 110% of PBGC Guarantee

Current Monthly Benefit	$1,948.33	$1,461.25
Accrual Rate	$147.87	$110.90
PBGC Guaranteed Accrual Rate	$35.75	$35.75
PBGC Guaranteed Benefit	$471.05	$471.05
110% of PBGC Guaranteed Benefit	$518.16	$518.16

Calculation of Monthly Benefit under Proposed Suspension

Current Monthly Benefit	$1,948.33	$1,461.25
Base 8% Reduction	$155.87	$116.90
Benefit Prior to Age-Based Limitation	$1,792.46	$1,344.35
Months from age 80 (at Suspension Date)*	24	24
Benefit after Age-Based Limitation	$1,885.98	$1,414.49
Final Monthly Benefit under Proposed Suspension	$1,885.98	$1,414.49

* Assumes Contingent Beneficiary does not go into payment before Suspension Date.

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration That Limitations on Individual Suspensions are Satisfied

Example of Age-Based Limitation for Future Retiree Between Age 75 and 80

	Participant
Date of Birth	12/30/1942
Normal Retirement Date	1/1/2005
Age at Suspension Date	76 years 2 months
Optional Form of Payment	Not Retired
Type of Pension	Not Retired
Monthly Benefit Earned as of Suspension Date	$138.66
Total Credited Service as of Suspension Date	6.40

Calculation of 110% of PBGC Guarantee

Current Monthly Benefit	$138.66
Accrual Rate	$21.67
PBGC Guaranteed Accrual Rate	$19.00
PBGC Guaranteed Benefit	$121.60
110% of PBGC Guaranteed Benefit	$133.75

Calculation of Monthly Benefit under Proposed Suspension

Current Monthly Benefit	$138.66
Late Retirement Adjustment Factor as of Suspension Date	6.397483
Base 8% Reduction	$70.97
Benefit Prior to Age-Based Limitation	$816.10
Months from age 80 (at Suspension Date)	46
Benefit after Age-Based Limitation	$832.66
Final Monthly Benefit under Proposed Suspension	$832.66

*   Calculated based on Credited Service and accruals through Suspension Date.
** Payable at Normal Retirement. These amounts could change based on age and form of payment elected at retirement.

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration That Limitations on Individual Suspensions are Satisfied

Example of Guarantee-Based Limitation for Retiree Under Age 75

	Participant
Date of Birth	12/22/1950
Date of Retirement	4/1/2008
Age at Retirement Date	57 years 3 months
Age at Suspension Date	68 years 3 months
Optional Form of Payment	100% Joint & Survivor Annuity
Type of Pension	Early Reduced
Current Monthly Benefit	$2,070.94
Total Credited Service	18.23

Calculation of 110% of PBGC Guarantee

Current Monthly Benefit	$2,070.94
Accrual Rate	$113.58
PBGC Guaranteed Accrual Rate	$35.75
PBGC Guaranteed Benefit	$651.82
110% of PBGC Guaranteed Benefit	$717.00

Calculation of Monthly Benefit under Proposed Suspension

Current Monthly Benefit	$2,070.94
Initial Early Retirement Reduction Factor	14.25%
Early Retirement Reduction Factor based on Proposed Suspension	61.67%
Benefit Adjusted for Early Retirement	$1,489.44
Base 8% Reduction	$119.15
Benefit prior to Guarantee-Based Limitation	$1,370.29
Benefit after Guarantee-Based Limitation	$1,370.29
Final Monthly Benefit under Proposed Suspension	$1,370.29

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration That Limitations on Individual Suspensions are Satisfied

Example of Guarantee-Based Limitation for Retiree Under Age 75

	Participant
Date of Birth	4/28/1950
Date of Retirement	5/1/2012
Age at Retirement Date	62 years 0 months
Age at Suspension Date	68 years 11 months
Optional Form of Payment	50% Joint & Survivor Annuity
Type of Pension	Normal
Current Monthly Benefit	$92.71
Total Credited Service	10.90

Calculation of 110% of PBGC Guarantee

Current Monthly Benefit	$92.71
Accrual Rate	$8.51
PBGC Guaranteed Accrual Rate	$8.51
PBGC Guaranteed Benefit	$92.71
110% of PBGC Guaranteed Benefit	$101.98

Calculation of Monthly Benefit under Proposed Suspension

Current Monthly Benefit	$92.71
Base 8% Reduction	$7.42
Benefit prior to Guarantee-Based Limitation	$85.29
Benefit after Guarantee-Based Limitation	$92.71
Final Monthly Benefit under Proposed Suspension	$92.71

Southwest Ohio Regional Council of Carpenters Pension Plan
Application for Benefit Suspension
Demonstration That Limitations on Individual Suspensions are Satisfied

Example of Guarantee-Based Limitation for Retiree Over Age 80

	Participant
Date of Birth	1/12/1937
Date of Retirement	8/1/2005
Age at Retirement Date	68 years 6 months
Age at Suspension Date	82 years 2 months
Optional Form of Payment	Single Life Annuity
Type of Pension	Normal
Current Monthly Benefit	$2,302.42
Total Credited Service	27.76

Calculation of 110% of PBGC Guarantee

Current Monthly Benefit	$2,302.42
Accrual Rate	$82.94
PBGC Guaranteed Accrual Rate	$35.75
PBGC Guaranteed Benefit	$992.42
110% of PBGC Guaranteed Benefit	$1091.66

Calculation of Monthly Benefit under Proposed Suspension

Current Monthly Benefit	$2,302.42
Base 8% Reduction	$184.19
Benefit Prior to Age-Based Limitation	$2,118.23
Months from age 80 (at Suspension Date)	0
Benefit after Age-Based Limitation	$2,302.42
Final Monthly Benefit under Proposed Suspension	$2,302.42

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #9 – 4.02(1) Demonstration that Proposed Suspension is Estimated to Enable the Plan to Avoid Insolvency

Does the application include a demonstration that the proposed suspension is reasonably estimated to achieve the level necessary to avoid insolvency for the extended period, including illustrations regarding the plan's solvency ratio and available resources?

See Section 4.02(1) of Revenue Procedure 2017-43.

The demonstration that the proposed suspension is reasonably estimated to achieve the level necessary to avoid insolvency for the extended period, including illustrations regarding the Plan's solvency ratio and available resources is set forth in Exhibit V of the Supplemental Actuarial Information document attached as Document 6.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #10 – 4.02(2) Illustration Utilizing Stochastic Projections

Does the application include an illustration that the proposed suspension is reasonably estimated to achieve the level necessary to avoid insolvency for the extended period utilizing stochastic projections? (This illustration is not required if the plan is not required to appoint a retiree representative under § 432(e)(9)(B)(v)(I) and stochastic projections were not used in making the required determination.)

See Section 4.02(2) of Revenue Procedure 2017-43.

The Southwest Ohio Regional Council of Carpenters Pension Plan has fewer than 10,000 participants, and is not the type of plan described in Section 432(e)(9)(B)(v)(I). As a result, the Plan is not required to appoint a retiree representative. Stochastic projections were not required to make the determination; therefore, the application filed on behalf of the Plan does not include any stochastic projections.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #11 – 4.03 Demonstration that Proposed Suspension is Not Projected to Materially Exceed Level Necessary to Avoid Insolvency

Does the application include a demonstration that the proposed suspension is not projected to materially exceed the level necessary to avoid insolvency, including:

- *the plan-year-by-plan-year projections demonstrating projected insolvency during the relevant period; and*
- *a separate identification of the available resources (and the market value of assets and changes in cash flow) during each of those years?*

See Section 4.03 of Revenue Procedure 2017-43.

The demonstration that the proposed suspension is not projected to materially exceed the level necessary to avoid insolvency, including:

- the plan-year-by-plan-year projections demonstrating projected insolvency during the relevant period; and
- a separate identification of the available resources (and the market value of assets and changes in cash flow) during each of those years

is included in Exhibit VI of the Supplemental Actuarial Information attached as Document 6.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #12 – 4.04 Demonstration that the Proposed Benefit Suspension is Distributed Equitably

Does the application include a demonstration that the proposed suspension is equitably distributed, including:

- *information on the effect of the suspension on the plan in the aggregate;*
- *information on the effect of the suspension for different categories or groups;*
- *a list of the factors taken into account;*
- *an explanation of why none of the factors listed in § 432(e)(9)(D)(vi) were taken into account (if applicable);*
- *for each factor taken into account that is not one of the factors listed in § 432(e)(9)(D)(vi), an explanation why the factor is relevant; and*
- *an explanation how any difference in treatment among categories or groups of individuals results from a reasonable application of the relevant factors?*

See Section 4.04 of Revenue Procedure 2017-43.

The demonstration that the proposed suspension is equitably distributed is set forth in the attached Document 12.1, which includes a statement of the number of participants, beneficiaries, alternate payees; the average monthly benefit before the suspension; the average monthly benefit after the suspension (determined taking into account the individual limitations); and the aggregate present value reduction in benefits for all individuals.

In addition, included as an attachment to Document 12.1, are tables that illustrate the percentage reduction for monthly benefits as distributed between all participants, actives and retirees.

Document 12.2 sets forth an explanation of the factors taken into account in the design and adoption of the proposed suspension of benefits in the "Pension Recovery Plan" adopted by the Board of Trustees of the Southwest Ohio Regional Council of Carpenters.

Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan

All Participants

	Participants	Beneficiaries	Alternate Payees	Total
Counts as of December 31, 2017 *	4,811	592	84	5,487
Average Monthly Benefit Before Proposed Suspension	$934	$589	$519	$890
Average Monthly Benefit After Proposed Suspension	$792	$529	$491	$759
Percentage Reduction in Average Monthly Benefit	15.17%	10.20%	5.46%	14.73%
Reduction in Present Value of Benefits Due to Proposed Suspension **	$78,182,066	$4,050,233	$263,908	$82,496,207

* Based on data summarized in this application.

** Represents the change in the present value of future liabilities as of January 1, 2019 between the current plan and the proposed suspension.

Percentage reduction in benefits	Count
No reduction	1,175
Greater than 0% but less than 10%	3,612
At least 10% but less than 20%	164
At least 20% but less than 30%	103
At least 30% but less than 40%	154
At least 40% but less than 50%	111
At least 50% but less than 60%	94
At least 60% but less than 70%	71
70% or more	3
Total number of participants impacted by proposed suspension	4,312
Grand Total	5,487

Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan

Participants who received Partially Subsidized Early Retirement Benefits

	Participants	Beneficiaries	Alternate Payees	Total
Counts as of December 31, 2017 *	560	175	15	750
Average Monthly Benefit Before Proposed Suspension	$783	$548	$573	$724
Average Monthly Benefit After Proposed Suspension	$640	$472	$538	$599
Percentage Reduction in Average Monthly Benefit	18.26%	13.97%	6.07%	17.31%
Reduction in Present Value of Benefits Due to Proposed Suspension **	$9,636,418	$1,631,853	$52,582	$11,320,853

* Based on data summarized in this application.

** Represents the change in the present value of future liabilities as of January 1, 2019 between the current plan and the proposed suspension.

Percentage reduction in benefits	Count
No reduction	225
Greater than 0% but less than 10%	235
At least 10% but less than 20%	95
At least 20% but less than 30%	64
At least 30% but less than 40%	91
At least 40% but less than 50%	39
At least 50% but less than 60%	1
At least 60% but less than 70%	0
70% or more	0
Total number of participants impacted by proposed suspension	525
Grand Total	750

Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan

Participants who received Fully Subsidized Early Retirement Benefits (Retired Early under the Rule of 80 or Rule of 85)

	Participants	Beneficiaries	Alternate Payees	Total
Counts as of December 31, 2017 *	528	63	3	594
Average Monthly Benefit Before Proposed Suspension	$1,953	$1,255	$526	$1,872
Average Monthly Benefit After Proposed Suspension	$1,203	$950	$524	$1,173
Percentage Reduction in Average Monthly Benefit	38.40%	24.32%	0.53%	37.34%
Reduction in Present Value of Benefits Due to Proposed Suspension **	$50,444,622	$2,182,537	$242	$52,627,401

* Based on data summarized in this application.
** Represents the change in the present value of future liabilities as of January 1, 2019 between the current plan and the proposed suspension.

Percentage reduction in benefits	Count
No reduction	103
Greater than 0% but less than 10%	81
At least 10% but less than 20%	69
At least 20% but less than 30%	39
At least 30% but less than 40%	63
At least 40% but less than 50%	72
At least 50% but less than 60%	93
At least 60% but less than 70%	71
70% or more	3
Total number of participants impacted by proposed suspension	491
Grand Total	594

Participant Information
Southwest Ohio Regional Council of Carpenters Pension Plan

Participants who retired on or after their Normal Retirement Date or who are not eligible for Subsidized Early Retirement Benefits

	Participants	Beneficiaries	Alternate Payees	Total
Counts as of December 31, 2017 *	3,723	354	66	4,143
Average Monthly Benefit Before Proposed Suspension	$812	$490	$507	$780
Average Monthly Benefit After Proposed Suspension	$757	$482	$479	$729
Percentage Reduction in Average Monthly Benefit	6.80%	1.68%	5.53%	6.51%
Reduction in Present Value of Benefits Due to Proposed Suspension **	$18,101,026	$235,843	$211,084	$18,547,953

* Based on data summarized in this application.

** Represents the change in the present value of future liabilities as of January 1, 2019 between the current plan and the proposed suspension.

Percentage reduction in benefits	Count
No reduction	847
Greater than 0% but less than 10%	3,296
At least 10% but less than 20%	0
At least 20% but less than 30%	0
At least 30% but less than 40%	0
At least 40% but less than 50%	0
At least 50% but less than 60%	0
At least 60% but less than 70%	0
70% or more	0
Total number of participants impacted by proposed suspension	3,296
Grand Total	4,143

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 12.2

The Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan propose a suspension of benefits formula that applies a uniform series of steps to recalculate each participant or beneficiary's accrued benefit, effective as of March 31, 2019, whether the participant or beneficiary is presently in pay status or has not yet commenced payment of benefits. After consideration of the factors set forth below, and several possible alternative designs, the Board of Trustees determined that the proposed suspension of benefits set forth in this application was equitable to the Plan's participants and beneficiaries and the preferred implementation for a suspension of benefits for this Plan.

The first step of the recalculation is the application of the early retirement factors, a full actuarial reduction, that would have been applicable to the participant's age at retirement had the participant retired subject to the same Plan provisions that apply to monthly benefits with an annuity starting date on or after January 1, 2013 (the date of the final removal of any and all subsidies for early retirement). Similarly, beneficiaries presently receiving monthly benefits would have their benefits recalculated to apply the early retirement factors that would have been applicable on or after January 1, 2013 to the accrued benefit of the participant on whom the beneficiary's benefit is based.

The purpose of this first step is to "level the playing field" and eliminate any subsidy that any participant or beneficiary may receive from the Plan for monthly benefits going forward. Thus, for any participant who retired at age 62 (Normal Retirement Age) or after January 1, 2013, the first step would not result in any reduction of their monthly benefit because either no early retirement reduction was applicable due to retirement on or after age 62, or the participant or beneficiary would be or already has been subject to the early retirement reduction.

The second step of the recalculation is to apply a uniform eight percent (8%) reduction to the monthly benefit of every participant and beneficiary.

Each of the above steps is limited by the application of the guarantee-based limitation, described in 26 C.F.R. §1.432(e)(9)-1(d)(2), the age-based limitation, described in 26 C.F.R. §1.432(e)(9)-1(d)(3), and the disability-based limitation, described in 26 C.F.R. §1.432(e)(9)-1(d)(4).

Basically, the proposed suspension of benefits eliminates all subsidies for all participants and beneficiaries for any monthly payments after March 31, 2019, and then applies a uniform eight percent (8%) reduction. As a result of this suspension of benefits design, over ninety percent (90%) of participants and beneficiaries will be subject to a benefit suspension of twenty percent (20%) or less. In addition, over eighty-five percent (85%) of participants and beneficiaries be subject to a benefit suspension of ten percent (10%) or less.

Through the analysis, consideration and adoption of the proposed suspension of benefits that the Board of Trustees refers to as the "Pension Recovery Plan" for the Southwest Ohio Regional Council of Carpenters Pension Plan, the Board of Trustees considered the following factors:

Age and Life Expectancy

The Board of Trustees considered the age and life expectancy of the participants and beneficiaries, noting the protection that the age-based limitation and the disability-based limitation provided by the Multiemployer Pension Reform Act of 2014, and the regulations promulgated thereunder. The Board of Trustees did not choose to advantage or disadvantage any participant or beneficiary based on their life expectancy other than the removal of the subsidies for those individuals who retired prior to age 62 or their beneficiaries and commenced benefits prior to January 1, 2013.

Amount of Benefit

The Board of Trustees reviewed and considered the impact of the amount of benefit each participant had accrued. However, the Board of Trustees determined that a uniform percentage reduction of participants' accrued monthly benefit, after the elimination of the pre-2013 subsidies for those participants who retired prior to attaining age 62 (subject to the various statutory limitations), resulted in a more equitable suspension of benefits than any reduction of historical accrual rate or flat dollar reduction targeted at any particular group of participants or beneficiaries.

Type of Benefit: Survivor, Normal Retirement, Early Retirement

The Board of Trustees reviewed the possible impact of distinguishing between the various types of benefits. As set forth above, the Board of Trustees resolved to remove any subsidy for retirement prior to age 62 (Normal Retirement Age), which resulted in the imposition of early reduction factors to the monthly benefit of those participants, or their beneficiaries, who retired prior to January 1, 2013 and had not attained age 62 at retirement. However, all participants, and their beneficiaries, who retired on or after January 1, 2013 were already subject to those same early reduction factors. Except for the elimination of early retirement subsidies, the Board of Trustees did not distinguish between the types of benefit that a participant or beneficiary received.

Extent to which Participant or Beneficiary is Receiving a Subsidized Benefit

The Board of Trustees determined that the Plan would remove all subsidies from early retirement before the imposition of additional reductions to participants' accrued benefits. The accrued benefit is the core promise of the Plan, and thus, the Board of Trustees determined that it would be inequitable to continue to provide costly subsidies to retirees that would result in more significant reductions to other participants' and beneficiaries' accrued benefits.

The Board of Trustees considered the fact that the last of all of the subsidized adjustable benefits were removed as of January 1, 2013, and thus, not available to any participant who retired on or after that date. Due to the anti-cutback rule of Internal Revenue Code §411(d)(6), significant liabilities from subsidized benefits existed in the form of unreduced early retirement benefits, referred to as the "Rule of 80" (and later, the "Rule of 85"), that allowed participants to retire with an unreduced monthly benefit after meeting certain requirements (i.e. that their age plus either Years of Vesting Service or continuous membership in the United Brotherhood of Carpenters and Joiners of America ("Union") equaled or exceeded 80, or later 85).

In the absence of the approval and implementation of the proposed suspension of benefits, an additional $190 million would be paid over current retirees' expected lifetimes due to early retirement benefits in excess of what current active participants would receive if they retired today. A participant with an accrued benefit of $2,000 per month who retired on or after January 1, 2013 at age 55 would be subject to a 49.8% reduction of their monthly benefit amount. In comparison, under the previously available "Rule of 80," a participant who joined the Union at age 20 and worked until age 50 with an accrued benefit of $2,000 could have retired and received an unreduced monthly benefit for five (5) full years until age 55, and still receive a monthly benefit almost double that of the participant with an identical monthly benefit solely due to the existing subsidy.

Finally, as set forth in the final regulations, 26 C.F.R. §1.432(e)(9)-1(d)(6)(iv), the application of the uniform set of early retirement reduction factors through the elimination of the Plan's early retirement subsidy does not result in different pre-suspension or post-suspension benefit formulas; therefore, the post-suspension benefit formula is a straightforward equitable reduction of each participant's and beneficiary's monthly benefit amount by eight percent (8%).

History of Benefit Increases and Reductions

The Board of Trustees also considered the Plan's history of benefit reductions. Prior to January 1, 2002, the benefit accrual rate for a Year of Credited Service was $99 per month. The benefit accrual rate for a Year of Credited Service was reduced to $80 for all Years of Credited Service on or after January 1, 2002. The Board of Trustees further reduced the benefit accrual rate to $50 per Year of Credited of Service for all Years of Credited Service on or after June 1, 2003.

Along with consideration of the history of the reduction of the value of a Year of Credited Service, the Board of Trustees also considered the history of increases in the hourly contribution rate. In 1999, the contribution rate was $2.40 per hour. The rate was incrementally raised over the years to the current rate of $6.95 per hour.

As a result of the reduction in the benefit accrual rate, the monthly benefit that a participant receives at retirement has been shrinking since 2003, and will continue to do so through 2030 (followed shortly thereafter by insolvency unless the proposed suspension of benefits is approved). The monthly benefit of a participant who worked 1,500 hours per year for 30 straight years and retired at age 62 in 2016 would be twenty percent (20%) less than that of a participant who worked the same amount and retired in 2000. Similarly, the monthly benefit of a participant who worked 1,500 hours per year for 30 straight years and retired at age 62 in 2030 will be forty percent (40%) less than that of a participant who worked the same amount and retired in 2000. These differences do not account for the time value of money (that a dollar in 2030 will be worth less than a dollar in 2000).

In addition, the increase in the amount of contributions made on behalf of the participants has risen over the same time period. A participant who retired in 2016 would have had more than twice the contributions made to the Plan on their behalf than a participant who worked the same amount and retired in 2000. Similarly, a participant who retired in 2030 would have had 3.5 times more contributed to the Plan on their behalf than the participant who worked the same amount and retired in 2000.

Ultimately, the Board of Trustees decided that, subject to the various guarantee-based, age-based, and disability-based limitations required by law, each participant and beneficiary would have the same eight percent (8%) reduction applied to their monthly accrued benefit following the application of the standardized early retirement reduction factors.

Any Discrepancies Between Active and Retiree Benefits

This factor was considered and discussed in conjunction with, and with the same conclusion, as the history of benefit reductions set forth in the previous paragraph.

Extent to Which Active Participants are Reasonably Likely to Withdraw Support for the Plan, Accelerating Employer Withdrawals from the Plan and Increasing the Risk of Additional Benefit Reductions for Participants In and Out of Pay Status

As demonstrated in the history of benefit increases and reductions above, and the summary of the actions taken by the Board of Trustees to avoid insolvency detailed in the response to Checklist Item #17, the active participants who had not retired prior to January 1, 2013 have already lost the opportunity to retire prior to age 62 without significant reduction in their monthly benefit, and earned a smaller benefit over their careers despite having a significantly greater amount contributed to the Plan on their behalf. Active participants are aware that not all participants and beneficiaries have "shared the pain" imposed by the Rehabilitation Plan to date. The Board of Trustees was concerned that any perceived additional unfair allocation of benefit reductions to active participants would risk their rejection of the Pension Recovery Plan.

Although some individuals who retired under the Rule of 80 or Rule of 85 advocated to the Board of Trustees for an uniform flat percentage reduction applied to all participants' benefits, without the standardization of early reduction retirement factors, the Board of Trustees did not feel that an increased reduction for thousands of active participants and beneficiaries to preserve the significant subsidies received by some retirees that were never available to the others was an equitable allocation of the necessary suspension of benefits. Further, the Board of Trustees were concerned that a significant majority of the participants and beneficiaries would reach the same conclusion and not support the proposed Pension Recovery Plan.

Ultimately, the Board of Trustees decided that after the application of standardized early retirement reduction factors, each participant and beneficiary should receive a uniform eight percent (8%) reduction to their monthly benefit, subject to the various statutory age-based, guarantee-based, and disability-based limitations.

Ease of Communication

In addition to the statutory factors listed in Internal Revenue Code §432(e)(9)(D) set forth and described above, the Board of Trustees also considered the practical difficulties of communicating any adopted design for the suspension of benefits to the participants and beneficiaries of the Plan.

The Board of Trustees considered various suspensions of benefits designs, including various maximum percentage or dollar reductions and the standardization of prior accrual rates, and concluded that the proposed design provided the most equitable allocation of benefit reductions and remained the best option.

FACTORS THAT WERE NOT TAKEN INTO ACCOUNT

Through the analysis, consideration and adoption of the proposed suspension of benefits that the Board of Trustees refers to as the "Pension Recovery Plan" for the Southwest Ohio Regional Council of Carpenters Pension Plan, the Board of Trustees did not consider the following factors:

Length of Time in Pay Status

As set forth above, the Board of Trustees' proposed elimination of the early retirement subsidies that caused all participants and beneficiaries to be subject to the same early retirement reduction factors. After applying that reduction, the Board of Trustees did not make any further distinction regarding length of time in pay status.

Extent to which Participant or Beneficiary has Received Post-Retirement Benefit Increases

The Board of Trustees did not consider or take into account the extent to which participants or beneficiaries received any post-retirement benefit increases. The last post-retirement increase was in 1997 (a lump sum post-retirement payment of $700 was made to retirees in 1999, and again for $725 in 2000), and combined with the age-based limitation, attempting to make any distinguishing adjustment would not have been worth the additional administrative burden.

The Board of Trustees and the Plan's professionals were concerned that the claw back of pre-retirement and post-retirement increases, all of which were at least 18 years old, would cause unnecessary administrative difficulty trying to confirm applicable historical increases subject to reduction for individuals' recalculated benefits.

Years to Retirement for Active Employees

The Board of Trustees did not make any distinction between the age or year of retirement of any active participants. All active participants are subject to the same terms and conditions for retirement, including early retirement reduction factors, as well as benefit accrual rate and employer hourly contribution rate.

Extent to which Benefits are Attributed to Service with an Employer that Failed to Pay its Full Withdrawal Liability

As a Plan that primarily covers individuals in the building and construction industry plan, an employer that ceases its obligation to contribute to the Plan and does not perform work in the jurisdiction of the collective bargaining agreement of the type for which contributions were due within 5 years of the cessation of the employer's obligation to contribute to the Plan would not owe withdrawal liability pursuant to ERISA §4203(b). As a result, only a few employers incurred a complete withdrawal and ultimately failed to pay the full amount of withdrawal liability assessed, whether due to the eventual bankruptcy of the employer, arbitration settlement, or other reasons. None of the failures to pay the full amount of assessed withdrawal liability resulted in a significant loss that compelled the Board of Trustees to consider imposing an additional reduction on the accrued benefit or monthly payments of participants who worked for such an employer.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #13 – 4.05(1) Copy of Notices

Does the application include a copy of the notices (excluding personally identifiable information) that meet the requirements under §432(e)(9)(F)?

See Section 4.05(1) of Revenue Procedure 2017-43.

Attached as Document 13.1 are copies of the notices (including redacted sample calculations that meet the requirements under § 432(e)(9)(F)) and accompanying correspondence provided to participants, beneficiaries, employers that have an obligation to contribute within the meaning of Section 4212(a) of ERISA, and each employee organization representing participants under the Plan.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 13.1

Copies of the correspondence and notices provided to participants, beneficiaries, employers that have an obligation to contribute within the meaning of Section 4212(a) of ERISA, and each employee organization representing participants under the Plan are attached.

Southwest Ohio Regional Council of Carpenters'
Fringe Benefit Funds
Health Fund: P.O. Box 1257, Troy, MI 48099
Pension Fund: P.O. Box 31580, Independence, OH 44131
Phone: 330-779-8862
Website: www.ocbenefits.org

June 2018

Dear Participant,

As you are by now aware, our Pension Plan is in Critical and Declining status. If we do nothing, our Pension Plan is projected to run out of money by 2036—meaning that all pension payments will stop in less than 19 years.

However, we are not doing nothing. We have developed a **Pension Recovery Plan** as provided under the Multiemployer Pension Reform Act (MPRA).

What is the Attached Notice of Application for Approval of a Proposed Reduction of Benefits?

The Pension Plan is applying to the United States Treasury Department for MPRA relief. MPRA gives Trustees of plans like ours the ability—within certain limits—to avoid insolvency and save your pensions by reducing benefits of active members, retirees already collecting their pensions and terminated vested participants. Our MPRA relief plan is called the Pension Recovery Plan.

We submitted our Pension Recovery Plan to the Treasury Department on June 29, 2018. By law, we are required to send the attached notice to you. Much of the notice is legally required text that we could not change. We have put together this letter as well as the resources listed in the "Want More Information?" section to help you make sense of the attached notice and the Pension Recovery Plan in general.

The notice is divided into six main sections:

1. Why is the Board of Trustees proposing to reduce benefits?
2. What will happen if the Pension Plan runs out of money?
3. How did the Board of Trustees decide whose benefits to reduce and by how much?
4. What are the proposed reductions in benefits?
5. What comes next?
6. An individualized estimate* that explains how your pension will be impacted by the Pension Recovery Plan.

* If you are already collecting a pension, please remember that the amount shown in the individualized notice that represents your current benefit amount is before taxes and before any other deductions, so it is likely different from the amount on your monthly pension check.

What's Next?

Now that our Pension Recovery Plan has been submitted to the Treasury Department, you have the opportunity to review it, comment on it and, upon approval of the Treasury Department, vote on whether to ratify it or not. We will continue to keep you informed throughout the Pension Recovery Plan process.

Want More Information?
We are devoting resources to helping you understand this process.

- **Pension Recovery Plan Call Center:** (330) 779-8862 (Select Option 3 from the directory when you call)
- **Pension Recovery Plan Website:** www.SORCCPensionRecovery.org. We have information about the Pension Recovery Plan, including FAQs, graphics and videos, as well as downloadable copies of documents and mailings.

In Conclusion
Our Pension Plan is projected to run out of money by 2036—unless we act now. That is why we are taking these dramatic steps. And our Pension Recovery Plan is far better than the alternatives.

Reducing pensions for current retirees and beneficiaries is not something we ever thought we'd have to do. The only reason we're even considering these changes is to prevent the Pension Plan from becoming insolvent, and your pension payments from being cut even more—or disappearing altogether. If the Pension Recovery Plan works as we expect it to, the result will be a Pension Plan you can count on for many years to come.

We encourage you to carefully review the notice and all of the other materials we have prepared. We hope that they will help you understand the seriousness of our situation and why we need your support for the Pension Recovery Plan.

Sincerely,

The Board of Trustees

Southwest Ohio Regional Council of Carpenters' Fringe Benefit Funds
Health Fund: P.O. Box 1257, Troy, MI 48099
Pension Fund: P.O. Box 31580, Independence, OH 44131
Phone: 330-779-8862
Website: www.ocbenefits.org

June 2018

NOTICE OF A PROPOSED REDUCTION OF YOUR PENSION BENEFITS

On June 29, 2018, the Board of Trustees of the Southwest Ohio Regional Council of Carpenters' Pension Plan ("Plan") submitted an application to the U.S. Treasury Department for approval to reduce benefits under the Plan. This type of benefit reduction is allowed by the Federal law called the Multiemployer Pension Reform Act of 2014.

You are getting this notice because you have a pension benefit under the Plan. **The end of this notice describes the proposed reduction of your monthly payments**[1]**.** This notice will also answer the following questions for you:

1. Why is the Board of Trustees proposing to reduce benefits?
2. What will happen if the Plan runs out of money?
3. How did the Board of Trustees decide whose benefits to reduce and by how much?
4. What are the proposed reductions in benefits?
5. What comes next?

1. Why is the Board of Trustees proposing to reduce benefits?

The Plan's actuary estimated that, unless benefits are reduced, the Plan will not have enough money to pay benefits in the year 2036. This estimate is based on how much money the actuary expects the Plan to receive and to pay out each year. The Plan's actuary estimated that, with the reduction of benefits that the Board of Trustees has proposed, the plan should not run out of money.

2. What will happen if the Plan runs out of money?

If the Plan does not have enough money to pay benefits, then only the amount guaranteed by the Pension Benefit Guaranty Corporation ("PBGC") will be paid. You can find the amount of your benefit that is guaranteed by PBGC at the end of this notice.

3. How did the Board of Trustees decide whose benefits to reduce and by how much?

Under Federal law, the Board of Trustees must apply the following rules to the proposed reduction—

- The total reduction in everybody's benefits must be estimated to be large enough to keep the plan from running out of money but not larger than needed to do that.
- Your monthly benefit and the benefit of your beneficiary cannot be reduced below 110% of the amount guaranteed by PBGC.
- Disability benefits (as defined under the Plan) cannot be reduced.
- The benefits of people who are at least 80 years old on April 30, 2019 and their beneficiaries cannot be reduced.
- The benefits of people who are at least 75 years old on April 30, 2019 and their beneficiaries are partially protected, and the closer the person is to age 80 the less the benefits can be reduced.
- The reduction of benefits must be spread fairly among the people who have a pension benefit under the plan.

[1] A version of this notice that does not include the estimate of the effect on your benefit is being sent to unions that represent Plan participants and to all contributing employers.

In deciding whether the proposed reduction is spread fairly, the Board of Trustees took into account the following:

- Age and Life Expectancy
- Amount of Benefit
- Type of Benefit: Survivor, Normal Retirement, Early Retirement
- Extent to which participant or beneficiary is receiving a subsidized benefit
- History of benefit increases and reductions
- Any discrepancies between active and retiree benefits

4. What are the proposed reductions in benefits?

The Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan propose a suspension of benefits formula that applies a uniform series of steps to recalculate the participant or beneficiary's accrued benefit, effective as of March 31, 2019, whether the participant or beneficiary is presently in pay status or has not yet commenced payment of benefits.

Step 1: The elimination of any subsidy for those individuals, or their beneficiaries, who retired prior to the attainment of age 62. The elimination of any subsidy is accomplished by the application of reduction factors for retirements prior to age 62, a full actuarial reduction, that would have been applicable to the participant's age at retirement had the participant retired subject to the same Plan provisions that apply to monthly benefits with a benefit commencement date on or after January 1, 2013 (the date of the final removal of any and all subsidies for retirement prior to age 62).

Similarly, beneficiaries presently receiving monthly benefits would have their benefits recalculated to apply the same reduction factors for retirements prior to age 62 that would have been applicable on or after January 1, 2013 to the accrued benefit of the participant on whom the beneficiary's benefit is based.

If you retired on or after attaining age 62, or you retired on or after January 1, 2013 (or have not yet retired), this step will not have any impact on you or your beneficiary.

Step 2: A uniform eight percent (8%) reduction of the monthly benefit of every participant and beneficiary.

Limitations on the application of the Steps:

1 – Participants, and their beneficiaries, who retired and received a Disability Pension Benefit will not be subject to any reduction.

2 – Participants and beneficiaries monthly benefit will not be reduced below 110% of the amount guaranteed by the Pension Benefit Guaranty Corporation.

3 – Participants or beneficiaries who are receiving a monthly benefit and have reached age 80 by April 30, 2019 will not have their benefit reduced.

4 – Participants or beneficiaries who are receiving a monthly benefit and have reached age 75 by April 30, 2019 will have a portion of their benefit protected from reduction.

Alternate Payees with a separate assigned pension benefit in the Plan will have the above steps applied to their monthly benefit as if they were a Participant. Alternate Payees with a shared interest pension benefit in which they receive a percentage of each monthly benefit a Participant receives will continue to receive the same percentage of the Participant’s monthly benefit after application of the above steps. Alternate Payees with a shared interest pension benefit in which they received a fixed dollar amount from each monthly benefit a Participant receives will continue to receive the same fixed dollar amount unless the reduction reduces the Participant’s benefit to less than the assigned benefit. Alternate Payees should review their Qualified Domestic Relations Orders to determine what type of assigned benefit they have. Participants and Alternate Payees may adjust current QDROs by filing a new revised QDRO.

5. What comes next?

Approval or denial of the application by the Treasury Department

The Treasury Department will review the application to see whether it meets all of the legal requirements under Federal law. If the application meets all of those requirements, the Treasury Department is required to approve the application. If the application does not meet the legal requirements, the Treasury Department will deny the application. The Treasury Department will have until February 9, 2019 to make a decision.

You can get information from the Treasury Department

More information about the proposed benefit reductions and a copy of the application is available at www.treasury.gov/mpra.

The application will be available on that website within 30 days after the Treasury Department receives it. The application includes more information about the proposed reduction, including details about: 1) the Plan actuary's certification that the Plan will run out of money (that is, that the plan is in "critical and declining status"); 2) how the proposed reduction would satisfy the requirement that it be large enough so that the Plan is estimated not to run out of money, while not being larger than needed; and 3) the sensitivity of these estimates to the assumptions used.

The application describes the steps the Board of Trustees has already taken to keep the Plan from running out of money and why the Board of Trustees believes that a benefit reduction is the only remaining option to keep the plan from running out of money. In addition, the application explains why the Board of Trustees believes that the proposed reduction is spread fairly among the people who have a pension benefit under the plan.

The Treasury Department website will also provide updated information on the application, such as whether the application has been updated or withdrawn.

For further information and assistance, you can also write to the Treasury Department at the following address:

Department of the Treasury
Attn: MPRA Office, Room 1001
1500 Pennsylvania Avenue, NW
Washington, DC 20220

You Can Comment on the Application to Reduce Benefits

You can submit a comment on the application by going to www.treasury.gov/mpra. Comments may also be mailed to the Department of the Treasury, at the address listed above. All interested parties can make comments, and the comments will be publicly available.

Retiree Representative

If a plan has 10,000 or more participants, the Board of Trustees must select a retiree representative to advocate for the interests of retirees, beneficiaries, and deferred vested participants as part of this process. A plan is required to pay the reasonable expenses of the retiree representative.

The Board of Trustees is not required to select a retiree representative, because the Plan has fewer than 10,000 participants. The Board of Trustees has not chosen to select a retiree representative.

Vote on the proposed benefit reduction

If the application for the proposed reduction of benefits is approved by the Treasury Department, then you will have the opportunity to vote on the proposed reduction. Unless a majority of all participants and beneficiaries of the Plan vote to reject the reduction, the Treasury Department must allow the reduction of benefits to take effect. This means that not voting counts the same as a vote to approve the reduction.

You may contact PBGC's Participant and Plan Sponsor Advocate by mail at Pension Benefit Guaranty Corporation, Attn: Participant and Plan Sponsor Advocate, 1200 K St., NW, Washington DC 20005; by telephone at (202) 326- 4448; or by e-mail at advocate@PBGC.gov.

Your right to see Plan documents

You may want to review Plan documents to help you understand your rights and the proposed reduction to your benefits. The Plan administrator must respond to your request for the following documents within 30 days:

- The Plan document (including any amendments adopted to reflect an authorized reduction of benefits), trust agreement, and other documents governing the Plan (such as collective bargaining agreements).
- The Plan's most recent summary plan description (SPD or plan brochure) and any summary of material modifications.
- The Plan's Form 5500 annual reports, including audited financial statements, filed with the U.S. Department of Labor during the last six years.
- The annual funding notices furnished by the Plan during the last six years.
- Actuarial reports, including reports prepared in anticipation of the benefit reduction, furnished to the Plan within the last six years.
- The Plan's current rehabilitation plan, including contribution schedules and annual plan-sponsor determinations that all reasonable measures to avoid running out of money continue to be taken and that the Plan would run out of money if there were no benefit reductions.
- Any quarterly, semi-annual or annual financial reports prepared for the Plan by an investment manager, fiduciary or other advisor and furnished to the Plan within the last six years.

The Plan administrator may charge you the cost per page to the Plan for the cheapest way of copying documents, but cannot charge more than 25 cents per page. The Plan's Form 5500 Annual Return/Report of Employee Benefit Plan is also available free of charge at www.dol.gov/ebsa/5500main.html. Some of the documents also may be available for examination, without charge, at the Plan administrator's office, your worksite or union hall.

Your right to challenge incorrect calculations

If you think the Plan miscalculated the reduction to your benefits, then you have the right to submit a claim to the Plan to have the calculation corrected. The Plan's summary plan description ("SPD") tells you how to submit a claim. The SPD also describes your right to have a court review the Plan's final decision on your claim.

If you believe the information used to calculate your estimate at the end of this notice is wrong, please contact the Plan office at:

Southwest Ohio Regional Council of Carpenters' Pension Plan
P.O. Box 31580
Independence, OH 44131
Phone: 330-779-8862

This estimate of the effect of the proposed reduction of benefits has been prepared for:

<u>HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – ACTIVE AND TERMINATED VESTED AND NON-VESTED PARTICIPANTS OVER 62</u>

Your benefit without the proposed reduction as of January 1, 2017 in the form of single life annuity is $1,235.48. Under the proposed reduction your monthly benefit in the same form will be reduced to $1,136.64[1] effective March 31, 2019.

The proposed reduction is permanent.

This estimate is based on the following information from Plan records:

- You have 14.9 years of credited service under the Plan.
- You will be 64 years, 5 months as of April 30, 2019.
- The portion of your benefit that is based on disability is $0.00.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $532.76.

[1] These amounts will be different if you take your benefit in a different form. For example, if you elect a 100% Joint and Survivor benefit, your reduced monthly benefit will be $931.67.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – ACTIVE AND TERMINATED VESTED AND NON-VESTED PARTICIPANTS UNDER 62

If you start receiving your benefit on January 1, 2023 in the form of a Single Life Annuity, your monthly benefit without the proposed reduction would be $655.09. Under the proposed reduction your monthly benefit in the same form would be reduced to $602.68[1].

The proposed reduction is permanent.

This is an estimate of the effect of the proposed reduction on your benefit under the Plan. It is not a final benefit calculation. This was done assuming that the proposed benefit reduction starts on March 31, 2019. If the benefit reduction starts later, the effect of the proposed reduction on your benefit might be different.

This estimate is based on the following information from Plan records:

- You have 6 years of credited service under the Plan.
- You will be 58 years, 4 months as of April 30, 2019.
- The portion of your benefit that is based on disability is $0.00

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $214.50

[1] These numbers are just estimates. The actual amount you receive will depend on things like how long you work and when you begin receiving payments. For more information, see the Summary Plan Description.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

<u>HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – BENEFICIARIES IN PAY STATUS</u>

Your current monthly benefit is $1,906.46. Under the proposed reduction your monthly benefit will be reduced to $1,753.94 beginning on March 31, 2019.

The proposed reduction is permanent.

This estimate is based on the following information from Plan records:

- You have 20.7 years of credited service under the Plan.
- You will be 65 years, 2 months as April 30, 2019.
- The portion of your benefit that is based on disability is $0.00.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $740.03.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

<u>HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – BENEFICIARIES IN PAY STATUS AGES 75-80</u>

Your current monthly benefit is $1,491.41. Under the proposed reduction your monthly benefit will be reduced to $1,427.78 beginning on March 31, 2019

The proposed reduction is permanent.

This estimate is based on the following information from Plan records:

- You have years 20.6 of credited service under the Plan.
- You will be 77 years, 4 months as of April 30, 2019.
- The portion of your benefit that is based on disability is $0.00.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $736.45.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

<u>**HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – RETIRED MEMBERS – EARLY REDUCED**</u>

Your current monthly benefit is $1,304.31. Under the proposed reduction your monthly benefit will be reduced to $986.40 beginning on March 31, 2019.

The proposed reduction is permanent.

This estimate is based on the following information from Plan records:

- You have 12.4 of credited service under the Plan.
- You will be 69 years, 4 months as of April 30, 2019.
- The portion of your benefit that is based on disability is $0.00.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $443.30.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – RETIRED MEMBERS – EARLY UNREDUCED

Your current monthly benefit is $2,302.42. Under the proposed reduction your monthly benefit will be reduced to $1,091.66 beginning on March 31, 2019.

The proposed reduction is permanent.

This estimate is based on the following information from Plan records:

- You have 27.8 years of credited service under the Plan.
- You will be 63 years, 9 months as of April 30, 2019.
- The portion of your benefit that is based on disability is $0.00.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $992.42.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

<u>HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – EXEMPTED MEMBERS</u>

Your monthly benefit of $254.63 would not change under the proposed reduction.

This estimate is based on the following information from Plan records:

- You have 15.8 years of credited service under the Plan.
- You will be 66 years, 11 months as of April 30, 2019.
- The portion of your benefit that is based on disability is $254.63.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $234.42.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

<u>HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – EXEMPTED MEMBERS</u>

Your monthly benefit of $1,408.67 would not change under the proposed reduction.

This estimate is based on the following information from Plan records:

- You have 10.0 years of credited service under the Plan.
- You will be 66 years, 1 month as of April 30, 2019.
- The portion of your benefit that is based on disability is $1,408.67.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $357.50

.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – RETIRED MEMBERS – AGE 62 AT RETIREMENT

Your current monthly benefit is $1,220.94. Under the proposed reduction your monthly benefit will be reduced to $1,123.26 beginning on March 31, 2019.

The proposed reduction is permanent.

This estimate is based on the following information from Plan records:

- You have 17 years of credited service under the Plan.
- You will be 68 years, 3 months as of April 30, 2019.
- The portion of your benefit that is based on disability is $0.00.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $607.75.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – RETIRED MEMBERS – AGE 75-80

Your current monthly benefit is $1,948.33. Under the proposed reduction your monthly benefit will be reduced to $1,888.58 beginning on March 31, 2019.

The proposed reduction is permanent.

This estimate is based on the following information from Plan records as of January 1, 2017:

- You have 13.2 years of credited service under the Plan.
- You will be 78 years, 1 month as of April 30, 2019.
- The portion of your benefit that is based on disability is $0.00.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $471.05.

This estimate of the effect of the proposed reduction of benefits has been prepared for:

<u>HOW YOUR MONTHLY PAYMENTS WILL BE AFFECTED – EXEMPTED MEMBERS</u>

Your monthly benefit of $2,017.17 would not change under the proposed reduction.

This estimate is based on the following information from Plan records:

- You have 24.1 years of credited service under the Plan.
- You will be 87 years, 3 months as of April 30, 2019.

PBGC Guaranteed Benefits
If the Plan does not have enough money to pay benefits, your monthly benefit would be no larger than the amount guaranteed by PBGC. The amount of your monthly benefit guaranteed by PBGC is estimated to be $861.58.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #14 – 4.05(2) Description of Efforts to Contact Participants

Does the application include a description of the efforts that are being taken to contact participants, beneficiaries in pay status, and alternate payees?

See Section 4.05(2) of Revenue Procedure 2017-43.

Attached as Document 14.1 is a narrative description of the efforts of the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan to contact participants, beneficiaries in pay status, and alternate payees regarding this application for benefit suspension.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 14.1

The notices informing participants, beneficiaries and alternate payees required by Internal Revenue Code §432(e)(9)(F) and the regulations thereunder will be delivered solely by United States mail. In addition, the Board of Trustees held two informational seminars to discuss the proposed Pension Recovery Plan. The first was held on December 1, 2016 at the local union hall of the Indiana / Kentucky / Ohio Regional Council of Carpenters located at 204 Garver Road, Monroe, Ohio. The second was held on March 16, 2017 at the Savannah Center in West Chester Township, Ohio. Notice of these informational seminars on the Plan's proposed Pension Recovery Plan was mailed to all participants, beneficiaries in pay status, and alternate payees. As a result, the Plan’s third party administrator has an early indication of the number of potential individuals who will require additional efforts to locate and contact.

The Plan's third-party administrator will work with local union officials to find additional information on any missing individuals, and will utilize internet search tools to attempt to locate such individuals. In addition, the Board of Trustees has engaged the services of a commercial locator service, Pension Benefit Information (www.pbinfo.com), to assist in the location of any remaining missing individuals using commercial and credit reporting databases.

Through the initial 2017 filing of this Application and the preparation of this 2018 filing, the third-party administrator and the Plan's attorney both utilized commercial search software to attempt to locate any missing participants or beneficiaries over the age of 70.

Finally, the Board of Trustees established an informative website http://sorccpensionrecovery.org/ to provide information to participants, beneficiaries and alternate payees through Frequently Asked Questions, a copy of the summary presentation from the March 16, 2017 informational seminar, additional graphic and factual documentation, and informational videos.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #15 – 4.05(3) Delivery of Electronic Notices

Does the application describe the steps the plan sponsor has taken to ensure that notices delivered electronically are reasonably accessible to the recipients?

See Section 4.05(3) of Revenue Procedure 2017-43.

The third party administrator of The Southwest Ohio Regional Council of Carpenters Pension Plan does not use electronic delivery of Plan notices or communications to Plan participants. The Plan is a building and construction industry plan, and many of the covered employees lack access to a computer during the ordinary course of their employment. As a result, the Plan intends to send all notices and communications issued in connection with this Application for Benefit Suspension by U.S. regular mail, consistent with previous Plan communications.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #16 – 4.05(4) List of Employers Required to Contribute

Does the application include a list of each employer who has an obligation to contribute under the plan and each employee organization representing participants under the plan?

See Section 4.05(4) of Revenue Procedure 2017-43.

Attached as Document 16.1 is a list of each employer who has an obligation to contribute under the Plan and each employee organization representing participants under the Plan.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 16.1

List of employers who have an obligation to contribute to the Plan

1. 360 CONSTRUCTION COMPANY INC.
2. 74 INSTALLATIONS, LLC.
3. A & A MILLWRIGHT & RIGGING SVCS INC.
4. A.J. CONSTRUCTION CO.
5. ADVANTAGE INDUSTRIAL SYSTEMS, LLC
6. AIC CONTRACTING, INC.
7. AIC, INC.
8. ALAN STONE COMPANY, INC.
9. ALBERICI CONSTRUCTORS, INC.
10. ALPHA & OMEGA
11. ALTERCON CONSTRUCTION, INC.
12. AMERICAN CONTRACTING & SERVICES INC.
13. AMQUIP CRANE RENTAL
14. AMW INSTALL LLC
15. AP COM POWER, INC.
16. AQUARIUS MARINE, LLC
17. ARISTEO CONSTRUCTION

20\. ARISTEO INSTALLATIONS

21\. ARMSTRONG STEEL ERECTORS, INC.

22\. ATLANTIC PLANT MAINTENANCE

23\. ATLAS INDUSTRIAL CONTRACTORS LLC

24\. AUBURNDALE

25\. AZCO, INC.

26. BAKER CONCRETE CONSTRUCTION

27. BEATY CONSTRUCTION

28. BECDIR CONSTRUCTION CO.

29. BERKEL & CO. CONTRACTORS, INC.

30. BRAND ENERGY SERVICES LLC

31. BRIGADIER CONSTRUCTION SERVICES LLC

32. BRUNEMANN BROS. CONSTRUCTION

33. BRUNS-GUTZWILLER

34. BRUNSWICK BOWL & BILLIARD

35. BUCK RUN SPECIALTIES INC.

36. C & C INTERIORS

37. C & N CONSTRUCTION INC

38. C. R. MEYER & SONS COMPANY

39. CARPENTERS FOR HIRE, INC.

40. CARPENTERS LOCAL 2

41. CBI MANAGEMENT

42. CBI SERVICES

43. CECO CONCRETE CONSTR

44. CECO CONCRETE CONSTR KY

45. CENTRAL CONVEYOR COMPANY

46. CHARLES LIPPS & SON

47. CINCINNATI FLOOR COMPANY, INC.

48. COMBS INTERIOR SPECIALTIES

49. COMMONWEALTH CONSTRUCTORS, INC.

50. COMPLETE GENERAL CONSTRUCTION CO.

51. COUSIN CONSTRUCTION

52. DAG CONSTRUCTION CO.

53. DANESSA CONSTRUCTION LLC

54. DEFCON FORCE LLC

55. DENNEMANN/GEIMAN CONSTR

56. DONALD R. BORG CONSTRUCTION

57. DONLEY'S, INC.

58. DOT CONSTRUCTION CORP.

59. DOUBLE Z CONSTR CO.

60. DUNCAN MACHINERY MOVERS, INC.

61. E. S. WAGNER COMPANY

62. EAGLE BRIDGE

63. ELFORD, INCORPORATED

64. EMPIRE BUILDING COMPANY

65. ENDEAVOR CONSTRUCTION

66. ENERFAB POWER & INDUSTRIAL, INC.

67. ETHOSENERGY FIELD SERVICES LLC

68. FA WILHELM CONSTRUCTION CO, INC.

69. FAITH MILLWRIGHT & RIGGING

70. FARNHAM EQUIPMENT COMPANY

71. FASTDECKS, INC.

72. FENTON RIGGING COMPANY

73. FLOORSHOP, INC.

74. FMS CONSTRUCTION

75. FRED A NEMANN CO.

76. FRYMAN-KUCK GENERAL CONT., INC.

77. GATEWAY CONCRETE FORMING SERVICES, INC.

78. GATEWAY CONSTRUCTION

79. GEISSLER ROOFING CO. INC.

80. GEM INDUSTRIAL CONTR. CORP.

81. GEMMA POWER SYSTEMS LLC

82. GEORGIA DIRECT LLC

83. GLEESON CONSTRUCTION, INC.

84. GOEBEL FIXTURE COMPANY

85. GOETTLE COMPANY

86. GRANGER CONTRACTOR COMPANY

87. GRAYCOR INDUST. CONSTR.

88. GREAT LAKES CONSTR. CO.

89. HALKER DRYWALL

90. ICON INDUSTRIAL SERVICES LLC

91. INDIANA/KENTUCKY/OHIO REG COUNCIL CARP

92. INDUSTRIAL CONTRACTORS SKANSKA

93. INDUSTRIAL MAINTENANCE SERVICES INC

94. INTEGRA EXCAVATING LLC

95. INTERIOR INSTALLATION SERVICES

96. J.T. THORPE & SON INC

97. JAMES HUNT CONSTRUCTION CO.

98. JDL WARM CONSTRUCTION LLC

99. JH WOODWORKING INSTALLATION, INC.

100. JL KUCK GENERAL CONTRACTORS

101. JORDIM INT'L

102. K&M CONTRACTING OF OHIO

103. K.E. RANKLE CONST

104. KEWAUNEE SCIENTIFIC EQUIP CORP

105. KINGS ISLAND

106. KIRK BROTHERS COMPANY

107. KIRK ERECTORS

108. KOKOSING CONSTRUCTION CO., INC.

109. KOKOSING INDUSTRIAL INC.

110. KRAMIG CO.

111. LANKFORD CONSTRUCTION COMPANY

112. LAYNE HEAVY CIVIL, INC.

113. LEO B. SCHROEDER, INC.

114. LESCO DESIGN & MFG. CO., INC.

115. LILJA CORPORATION

116. LOCK INSTALLATIONS

117. MACY'S EXPENSE PAYABLE DEPT

118. MAGNUM MANAGEMENT CORP

119. MARION CONVEYOR SERVICE

120. MARK DUFFY COMMERCIAL DIVING

121. MAXIM CRANE WORKS

122. McCOOL PLASTER & DRYWALL, INC.

123. MCGRAW/KOKOSING INC.

124. MCT SERVICES LLC

125. MHS TECHNICAL SERVICES

126. MIDDENDORF

127. MIDDENDORF NIEOFF CONTRACTORS

128. MIDEAST MACHINERY MOVERS

129. MIDWAY STORAGE & DISTRIB DBA MIDWAY MAINTENANCE

130. MIDWEST MEDICAL SERVICE & INSTALLATION

131. MILLER BROS. CONSTRUCTION INC.

132. MILLWRIGHT INDUSTRIAL SERVICES

133. MINK CONSTRUCTION CO.

134. MODERN DAY CONCRETE CONSTR

135. MONARCH CONSTRUCTION COMPANY

136. MR DAVID'S FLOORING INTERNATIONAL LTD

137. MURRAY INTERIORS

138. NET QUEST SERVICES, INC.

139. NEWELL MACHINERY CO., INC.

140. NEYER CONSTRUCTION LLC

141. NKC CONVEYOR INSTALL CO INC.

142. NORTHEAST OHIO INTERIORS INC.

143. NORTHSIDE CONSTRUCTION, INC.

144. OCP CONTRACTORS, INC.

145. OHIO BRIDGE STRIPPING, INC.

146. OHIO CARPENTERS JOINT APPR & TRG/NE/NW/SC/SW

147. OK INTERIORS CORP.

148. ORBIT MOVERS & ERECTORS, INC.

149. ORBIT SHEET METAL & MILLWRIGHT SERVICES, INC.

150. OREN PLASTERING COMPANY

151. PARSONS CONTRACTING

152. PATRIOT INDUSTRIAL CONTR SVCS

153. PC CONTRACTING, INC.

154. PERFORMANCE CONTRACTING, INC.
155. PERKINS/CARMACK CONSTRUCTION
156. PETERSON CONSTRUCTION CO.
157. PETERSON INDUSTRIAL
158. PIQUA STEEL CO.
159. PLATFORM CEMENT, INC.
160. PRECISION COOLING TOWERS
161. PRECISION FURNISHINGS, LLC
162. PRO SERVICES, INC.
163. PROCRAFT FLOORING INC.
164. PROTECTIVE COATINGS INC.
165. PSC MILLWRIGHT SERVICES LLC
166. PULVERIZER SERVICES, INC.
167. QUALITY INTERIORS, INC.
168. QUEEN CITY ACOUSTICAL INC.
169. R & B CONTRACTING INC.
170. R B JERGENS
171. R. J. BEISCHEL BUILDING CO.
172. RHECORS GENERAL CONT., INC.
173. RICHARD GOETTLE INC.
174. RIVERSIDE CONSTRUCTION SERVICES
175. RUDOLPH LIBBE
176. RUHLIN COMPANY
177. SAFWAY SERVICES LLC
178. SCHNABEL FOUNDATION COMPANY

179. SCHUMACHER CONSTRUCTION CO.

180. SCHUMACHER DUGAN CONST C

181. SCS CONSTRUCTION SERVICES

182. SEASON CONTRACTORS INC.

183. SHELLY & SANDS, INC.

184. SHOOK CONSTRUCTION CO.

185. SIEMENS GENERATION SERVICES

186. SKILLED TRADES SERVICES

187. SMITH CONSTRUCTION GROUP

188. SMOOT CONSTRUCTION

189. SOLID PLATFORMS, INC.

190. SOUTHERN MARINE CONSTR., CO.

191. SOUTHERN SYSTEMS INC.

192. SPORTS SYSTEMS UNLIMITED CORP.

193. STERLING BOILER & MECHANICAL

194. STEVENS ENGINEERS & CONSTRUCT.

195. STRAHM DIVISION OF SGI, INC.

196. SUBURBAN MAINTENANCE & CONST.

197. T & D INTERIORS

198. TAYLOR BROS. CONST. CO., INC.

199. TENNESSEE VALLEY IND. CORP.

200. THE BOLDT COMPANY

201. THE DOTSON COMPANY INC.

202. THE PRICE ERECTING CO - DIV OF RIDGEWAY LLC

203. THE SCHAEFER GROUP, INC.

204. THE SELINSKY FORCE, LLC

205. THOMAS R. O'SHEA, INC.

206. TKF CONVEYOR SYSTEMS DIV. OF FEDERAL EQUIPMENT

207. TRI-K CONSTRUCTION INC.

208. TRI-STATE BLG. CONST. TC

209. TRI-STATE INSTALLATION

210. TRI-STATE INTERIORS LTD.

211. TURBINE PRO'S LLC

212. TURNER CONSTRUCTION

213. TUTTLE CONSTRUCTION, INC.

214. UBC NATIONAL JOB CORP TRAINING FUND, INC.

215. UNITED FOUNDATIONS, INC.

216. UNITED GLASS & PANEL SYSTEMS

217. UNIVERSAL CONTRACTING IN

218. UNIVERSAL INSTALLATIONS PLUS

219. UTTER CONSTRUCTION INC.

220. VALLEY ACOUSTICS, INC.

221. VALLEY INTERIORS SYSTEMS

222. VECTOR INTERIORS, INC.

223. VINE INTERIORS, LLC

224. W. SOULE & COMPANY

225. WEIFFENBACH MARBLE & TILE CO.

226. WEITZ INDUSTRIAL

227. WENGER CORPORATION

228. WESTERN INDUSTRIAL CONTRACTORS

229. WISE CONSTRUCTION CO., INC.

230. WOODS CONSTRUCTION, INC.

231. ZSR CONTRACTING AND RESTORATION

List of each employee organization representing participants under the Plan

1. INDIANA / KENTUCKY / OHIO REGIONAL COUNCIL OF CARPENTERS

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #17 – 5.01 Narrative Description of Past and Current Measures to Avoid Insolvency

Does the application include information on past and current measures taken to avoid insolvency?

See Section 5.01 of Revenue Procedure 2017-43.

Attached as Document 17.1 is a narrative description of the past and current measures taken by the Board of Trustees to avoid insolvency of the Southwest Ohio Regional Council of Carpenters Pension Plan.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 17.1

The following sets forth a detailed description of measures taken by the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan ("Plan") in order to avoid insolvency over the ten (10) Plan Years (2008 through 2017) immediately preceding the Plan Year (2018) in which this application is submitted. In addition, to provide additional context and information, some information has been provided for Plan Years prior to 2007 demonstrating the Board of Trustees' and the bargaining parties' attempts to address the declining funded status of the Plan.

At the beginning of the 2000 Plan Year, the Plan was funded 101% on a market basis ($363,189,521 – Market Value of Assets / $359,511,504 – Accrued Liability) with 4,590,926 hours worked for which contributions were due. The hourly contribution rate was $2.40. The Plan had 3,778 active members, which was 52% of the 7,228 total participants and beneficiaries (including vested terminated participants, service retirees, disability retirees and beneficiaries).

Despite the funding health of the Plan, the Plan had a negative 3.5% cash flow percentage for the 2000 Plan Year, and asset investment returns were 3.7%. The negative cash flow percentage would continue to worsen over the next 15 years despite the remedial actions taken by the Board of Trustees to attempt to address the funded status of the Plan. Similarly, significant decreases over that period of time in active contributing participants and hours worked for which contributions were due, coupled with adverse investment experience, led to the current substantial underfunding despite significant reductions in adjustable benefits and other actions detailed in this summary.

The Plan commenced the 2001 Plan Year with a funded percentage of 88% on a market basis ($338,284,530 – Market Value of Assets / $383,943,182 – Accrued Liability). With asset returns of -6.8% in 2001, and a 26% decrease in hours worked, the Board of Trustees amended the Plan, effective January 1, 2002, to reduce the benefit accrual rate of $99 per Year of Credited Service to $80 per Year of Credited Service for any Years of Credited Service on or after January 1, 2002.

At the start of the 2002 Plan Year, the Plan's funded percentage was 78% on a market basis ($300,207,040 – Market Value Of Assets / $383,228,868 – Accrued Liability). The Plan had a -11.3% asset return for the Plan Year and an additional 4.8% decrease in hours worked. In addition, the Plan had a negative cash flow of 6.5% for the 2002 Plan Year. In two years, the Plan's active participants decreased from 3,778 at the beginning of 2000 to 2,809 at the beginning of 2002.

The Plan began the 2003 Plan Year with a funded percentage of 66% on a market basis ($250,916,369 – Market Value of Assets / $377,813,484 – Accrued Liability). In response to the previous decline in funded percentage, the Board of Trustees further reduced the benefit accrual rate to $50 per Year of Credited Service for all Years of Credited Service on or after June 1, 2003 (effectively 50% of the benefit accrual rate just two years prior). Further, the bargaining parties raised the hourly contribution rate to the Plan by $0.50 to $2.90 per hour for the 2003 Plan Year.

The Plan continued to lose active participants, with only 2,325 at the beginning of the 2004 Plan Year (a 62% reduction in active participants from the 2000 Plan Year). The Board of Trustees and the bargaining parties attempted to address the declining health of the Plan with increases in the hourly contribution rate, approving a $0.50 increase in 2004 to $3.40 per hour, and again in 2005 to $3.90. The decline in the funded percentage slowed after the low of 2003, and began to recover at the beginning of 2004 with a 71% funded ratio on a market basis ($277,707,958 – Market Value of Assets / $388,643,038 – Accrued Liability).

An additional $0.25 per hour was added to the hourly contribution rate for the 2006 Plan Year. The Pension Protection Act of 2006 was adopted effective August 17, 2006, which provided additional tools and a framework for addressing the underfunding of the Plan.

Plan Year 2007 – The Plan Year commenced with a funded percentage of 74% on a market basis ($297,201,817 – Market Value of Assets / $400,227,408 – Accrued Liability), continuing an upward trend since 2003. However, the number of active participants was only 2,089.

The Board of Trustees and the bargaining parties took the following actions:

(1) They increased the hourly contribution rate to the Plan by $0.35; and

(2) They also provided for a temporary additional contribution of $2.00 per hour from July 1, 2007 through August 31, 2008. This was accomplished by diverting of a portion of the hourly contributions the bargaining parties allocated to the Ohio and Vicinity Regional Council of Carpenters Health and Welfare Plan. This effectively raised the hourly contribution rate to the Plan to $6.50 per hour for that period of time.

Plan Year 2008 – At the start of the 2008 Plan Year, the Plan had a funded percentage of 74% on a market basis ($303,177,606 – Market Value of Assets / $408,275,549 – Accrued Liability).

On November 25, 2008, the Board of Trustees adopted the initial Funding Improvement Plan under the Pension Protection Act of 2006. Based on assumptions set forth in the Funding Improvement Plan, including an estimated assumed investment return rate of 7.5% per year, the Plan's funding ratio was projected to be 83% in 2014. During the analysis and adoption of the Plan's Funding Improvement Plan, the Board of Trustees considered modifications to the Plan and compared the benefits offered through the larger statewide Ohio Carpenters Pension Plan.

Under the Funding Improvement Plan, the Board of Trustees increased the hourly contribution rate to the Plan for four years, including the previous increase for the 2007 Plan Year (to $4.50), and continuing through the 2008 Plan Year ($4.85), the 2009 Plan Year ($5.20), and the 2010 Plan Year ($5.55).

In addition, the Trustees resolved to amend the Plan to:

(1) Increase the early retirement reduction for benefits accrued after January 1, 2009 to 3/10 of 1% for each month by which the commencement of the Participant's Early Retirement Benefit preceded the Normal Retirement Date (from the previous ¼ of 1%).

(2) Consider only years of continuous membership in the United Brotherhood of Carpenters and Joiners of America through December 31, 2008 for eligibility under the "Rule of 80." The Rule of 80 exempted a Participant's benefits from the application of the early retirement reduction, provided that the Participant had attained age 50, and that the sum of the Participant's age and years of continuous membership in the United Brotherhood of Carpenters and Joiners of America equaled at least 80.

(3) Additionally, benefits accrued on or after January 1, 2009 would not be exempted from the early retirement reduction as a result of a Participant's continuous membership in the United Brotherhood of Carpenters and Joiners of America.

The temporary $2.00 per hour additional contribution, implemented on July 1, 2007 and originally scheduled to expire on August 31, 2008, was extended through June 30, 2010.

Unfortunately, the Plan suffered a negative 25.9% percent asset return (-$76,931,110) for the year, from which the Plan has never recovered.

Plan Year 2009 – Following the financial crisis and significant investment loss in the preceding year, the 2009 Plan Year began with the Plan at a 52% funded ratio on a market basis ($214,567,422 – Market Value of Assets / $412,568,583 – Accrued Liability). The previous year's hours worked (2,928,547) remained generally consistent with prior years (an average of 3,157,873 over the four previous plan years).

At the beginning of the year, the Board of Trustees reviewed the availability of funding relief under the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"). In consultation with the Plan's actuary, and thoroughly discussed during a special meeting called for such purpose, the Board of Trustees elected to avail the Plan of the relief, and extended the Plan's 2008 Pension Protection Act funded status to 2009. Further, the Trustees extended the existing Funding Improvement Plan from 10 years to 13 years.

During this time, the Plan briefly considered the possibility of a merger with the Ohio Carpenters Pension Plan; however, the requirements and limitations imposed by the Pension Protection Act of 2006 and the then-current funded status of both plans created significant barriers that could not be overcome at that time.

As the year proceeded, it became apparent that the Plan would be certified as "critical" for the following Plan Year, and would need to adopt a Rehabilitation Plan. Hours worked were substantially down, and the Plan Year ended with 500,000 fewer hours worked than the preceding year (the 2,928,547 hours worked in 2008 declined to 2,423,298 hours worked in 2009). Although the Plan had an investment return of 14.9% for the Plan Year, it did not significantly reverse the Plan's declining funded status following the devastating impact of the previous year's investment loss. Significantly, the Plan's negative cash flow percentage increased to 8.4% (compared to an average negative cash flow percentage of 5.3% per year over the previous four years).

The Board of Trustees began reviewing the different adjustable benefits under the Plan, and the impact that the elimination or reduction of those adjustable benefits would have on the Plan's funded status.

Plan Year 2010 – The Plan Year commenced with a funded ratio of 56% on a market basis ($226,040,736 – Market Value of Assets / $404,027,509 – Accrued Liability). The number of active participants continued to fall, with only 1,831 active participants at the beginning of the Plan Year.

Unfortunately, hours worked continued to decrease in 2010 (1,966,833), which was drastically lower – almost 500,000 fewer hours worked – than the previous Plan Year (2,423,298), and almost 1,000,000 fewer than the 2008 Plan Year (2,928,547).

On March 31, 2010, the Plan's actuary certified the Plan as "critical" for the Plan Year beginning on January 1, 2010. On April 9, 2010, the Trustees adopted the initial Rehabilitation Plan and preferred schedule. The changes to the Plan by the initial Rehabilitation Plan and amendment to the Plan incorporating the preferred schedule were as follows:

- For retirements commencing on or after April 30, 2010, the Plan's suspension rules for Disqualifying Employment before Normal Retirement Age were expanded by applying the rules in effect for benefits accrued on or after July 1, 2005 to benefits accrued prior to July 1, 2005 as well.

- For retirements commencing on or after September 1, 2010, the accrued benefits of terminated vested participants who commenced receipt of pension benefits prior to their Normal Retirement Date would be subject to a full actuarial reduction to reflect early commencement.

- For retirements commencing on or after September 1, 2010, the accrued benefits of vested participants who retired from active service and commenced receipt of pension benefits prior to their Normal Retirement Date would be subject to a reduction of 0.003 for each month that the early commencement of their benefits preceded their Normal Retirement Date. The prior Funding Improvement Plan had included a similar provision, but that reduction had been applicable only to benefits accrued on or after January 1, 2009.

- For disabilities incurred on or after July 1, 2010, the Plan's Total and Permanent Disability benefit was modified to provide that vested participants who were eligible for an Early Retirement Benefit would receive a monthly pension equal to their Early Retirement Benefit. In addition, for vested participants who incurred a total and permanent disability, but had not yet attained age 55, the participant would receive a monthly pension equal to their accrued benefit subject to a full actuarial reduction. Effective April 30, 2010, the Plan's lump sum return of contributions Total and Permanent Disability benefit was eliminated. The Rehabilitation Plan noted that the Plan would continue to maintain its Trade Disability benefit.

- For deaths occurring on or after April 30, 2010, the return of contributions death benefit was eliminated for non-vested and vested unmarried participants.

- For deaths occurring on or after July 1, 2010, the Plan would continue to provide a Qualified Pre-Retirement Survivor Annuity to the surviving spouses of vested participants; however, the amount payable to the surviving spouse would be determined as if the participant retired on the date before his date of death, or age 55 if later, elected the Joint & 50% Survivor Annuity form of payment, and died. Payments would not commence prior to the first month in which the deceased participant would have attained age 55.

- For retirements on or after September 1, 2010, the Plan's Rule of 80 Early Retirement benefit was replaced with a Rule of 85 Early Retirement benefit. Eligibility for the Rule of 85 Early Retirement benefit would require a minimum age of 55, and the sum of the participant's age plus years of vesting service must equal or exceed 85. In addition, a participant would be required to have at least 1,000 hours of contributions to the Plan for work in Covered Employment during the 24-month period immediately preceding their Early Retirement Date. Only vesting service earned under the Plan would be counted in calculating the vesting service required for Rule of 85 Early Retirement eligibility. For the participant to receive an unreduced Early Retirement benefit, they would be required to satisfy these conditions.

In addition, the Rehabilitation Plan adopted additional contribution requirements as follows:

- The base journeyman hourly contribution rate was increased to $5.70 per hour for all hours of work on or after June 1, 2010.

- Beginning June 1, 2011 and ending June 1, 2020, an annual increase of $0.25 per hour was imposed on the Plan's hourly contribution rate.

- Following the adoption of the Rehabilitation Plan, the Board of Trustees amended the Plan to remove ancillary benefits that did not require the same advance notice as the reduction of adjustable benefits. On and effective as of April 29, 2010, the Board of Trustees amended the Plan to eliminate certain ancillary benefits, including a lump sum return of contributions benefit for (1) those participants who died with less than five years of vesting service, (2) deceased unmarried participants who were receiving a single life annuity and did not receive benefits in excess of the amount of employer contributions made on their behalf, and (3) married participants who died before they or their spouse received benefits in aggregate less than the employer contributions made on behalf of the participant.

The Plan finished the year with an investment return of 10.6% for the year; however, the Plan's negative cash flow continued to increase with a 9.3% negative cash flow for the year.

Plan Year 2011 – As of January 1, 2011, the number of active participants in the Plan was 1,583, a reduction of about 250 from the prior year. Active participants made up about 29% of total participants and beneficiaries.

On March 3, 2011, the Board of Trustees elected to use the longer amortization period and asset smoothing options under Internal Revenue Code Section 431(b)(8) as allowed under the Pension Relief Act of 2010, for the Plan Year beginning on January 1, 2011.

As the year progressed, the Trustees noted that hours worked through the first several months was tracking significantly downward from the average hours worked (3,185,584) over the past seven years (excluding 2010). The Board of Trustees considered variations of different projections from the actuary, including no additional pension accrual, increased pension contributions, lower hour assumptions, and lower investment return. As the Trustees continued to discuss the impact of lower hours, the Board began to discuss and consider the advantages of hybrid pension plan designs.

The Board of Trustees conducted a request for proposals for a possible replacement of the Plan's investment consultant.

The Plan ended the year with 2,092,816 hours worked, and an investment asset return of 0.8%. The Plan also had negative cash flow of 9.1% for the year.

Plan Year 2012 – The first action of the Plan in 2012 was to select Marquette Associates as the Investment Consultant.

The Plan was at a 53% funded ratio on a market basis ($210,235,006 – Market Value of Assets / $399,455,599 – Accrued Liabilities). The hourly contribution rate for the Plan Year, after a $0.25 increase under the rehabilitation plan, was $6.20. The number of active participants reached a 22-year historic low of 1,575 at the beginning of the Plan Year, only 41% of the number of active participants in 2000.

In June, the Board of Trustees met with Chris Heinz, who served as a legislative consultant to the United Brotherhood of Carpenters. Mr. Heinz was then seeking legislative relief from the United States Congress to permit pension plans to reduce accrued benefits of participants and retirees in pay status in order to save severely underfunded plans. Due to the nature of the Plan's difficulties, including the ongoing negative cash flow percentage arising in part because of the Plan's significant unreduced early retiree benefit payment obligations, the Trustees recognized the possibility that such a tool might prevent the eventual insolvency of the Plan. The Plan authorized Mr. Heinz to use the Plan's funding situation and identity in order to demonstrate the utility of a legislative fix.

The Plan's new Investment Consultant began advising the Board of Trustees on various ways to reduce the Plan's investment volatility due to the Plan's fragile funding status and negative cash flow. On the advice and guidance of the new Investment Consultant, the Board of Trustees adopted modifications to the Plan's investment portfolio.

In consultation with the Plan's actuary, the Board of Trustees updated the Plan's Rehabilitation Plan to further modify the Plan's early retirement benefit as follows:

- For a Participant who commenced receipt of an Early Retirement Benefit on or after January 1, 2013, the Early Retirement Benefit would equal the Participant's actuarially reduced accrued benefit.
- The Rule of 85 was completely eliminated for Early Retirement Benefits commencing on or after January 1, 2013.

The Plan ended the year with 2,305,944 hours worked and an investment asset return of 10.1%. The Plan's negative cash flow was 8.2% for the year.

Plan Year 2013 – At the beginning of the Plan Year, the Plan was funded at a 53% funded ratio on a market basis ($212,968,506 – Market Value of Assets/ $404,284,154 – Accrued Liabilities). The hourly contribution rate for the Plan Year, after another $0.25 increase under the rehabilitation plan, was $6.45. The number of active participants had risen slightly from the prior year to 1,645 as of January 1, 2013.

As of the first Board of Trustees meeting, despite the continued difficulties, the Plan was making scheduled progress in meeting the requirements of the Rehabilitation Plan. However, altering the assumptions so that future hours worked continued at approximately 2,300,000 per year, the Plan would require additional measures to rehabilitate.

The Plan again met with Chris Heinz of Grossman Heinz to receive updates about possible relief pursuant to the report prepared by the National Coordinating Committee for Multiemployer Plans. There was some hope that the recommendations could be introduced during the Fall of 2013.

Towards the end of the year, the Board of Trustees again followed the advice and guidance of its Investment Consultant and modified investments to reduce volatility and protect the Plan going forward.

Further, as the hours worked for the year continued to trend lower, the Plan's actuary presented additional various projections for the Plan. Notably, these projections informed the Trustees that if the future hours worked held steady at 2,100,000 per year, despite the remaining seven years of scheduled $0.25 per hour per year contribution increases, the Plan would still be projected to incur a funding deficiency.

The Plan ended the year with 2,091,252 hours worked and an investment asset return of 14.2%. The Plan's negative cash flow was 8.5% for the year.

Plan Year 2014 – The Plan began the 2014 Plan Year with a 54% funded ratio on a market basis ($223,046,067 – Market Value of Assets / $409,939,373 – Accrued Liabilities). The hourly contribution rate for the Plan Year, incorporating the scheduled $0.25 increase under the rehabilitation plan, was $6.70. The number of active participants was 1,573 as of January 1, 2014.

The Board of Trustees, in consultation with the Plan actuary, elected to extend the Plan's amortization period for an additional five years. By correspondence to the Internal Revenue Service dated July 3, 2014, the Plan formally requested the approval of an automatic extension of the amortization periods in accordance with §431(d)(1) of the Internal Revenue Code of 1986.

During the regular Trustee meetings, the Board continued to review and consider the impact of various assumptions on the funding status of the Plan. Based on hours worked through the first half of 2014, the Board of Trustees recognized that there would not be a material improvement during 2014.

The Board of Trustees reviewed numerous options, and considered the possibility that continued increases in the per hour contribution rate would have a negative impact on generating additional hours worked for which contributions were due. Further, the Plan had already eliminated all ancillary benefits and cut all adjustable benefits. Previously, the Plan had considered the impact of reducing the benefit accrual to zero; however, the reduction of future benefit accruals would not sufficiently counteract the Plan's negative cash flow percentage and legacy obligations connected with the unreduced early retirement benefits. The Plan's actuary reviewed the possibility of declaring that the Plan had "exhausted all reasonable measures." The Board of Trustees directed the Plan's actuary to prepare an updated Rehabilitation Plan invoking the exhaustion of all reasonable measures for consideration and discussion at the final meeting of 2014.

At the final Board of Trustees meeting, the actuary led a discussion and analysis of declaring "exhaustion of all reasonable measures." The consideration and decision to declare that all reasonable measures had been exhausted is detailed in the Responses to Checklist Items #19, #20 and #21. The Board of Trustees adopted an updated Rehabilitation Plan recognizing that the Plan would not emerge from critical status within the scheduled Rehabilitation Period. The updated Plan continued the $0.25 per year increases to the hourly contribution rate through 2020.

At the end of the year, the Multiemployer Pension Reform Act of 2014 was passed and signed into law.

For the 2014 Plan Year, the Plan had 2,239,505 hours worked, an investment asset return of 7.2%, and a negative cash flow of 7.8%.

Plan Year 2015 – The 2015 Plan Year began with the Plan at a 54% funded ratio on a market basis ($221,295,712 – Market Value of Assets / $408,066,808 – Accrued Liabilities). The hourly contribution rate for the Plan Year was $6.95, incorporating the scheduled $0.25 increase under the Rehabilitation Plan. The number of active participants was 1,576 as of January 1, 2015.

The Board of Trustees continued to review and consider the impact of future hours worked and asset return variables. Despite an asset return of 6.8% for the year ending December 31, 2014 and 7.0% thereafter, continued employer contribution increases of $.25 per hour in each of the next six years and future annual hours totaling 2,300,000 per year, the Plan was still scheduled to incur a funding deficiency. Following significant discussions on the assumptions, the Plan's actuary stated that based on the assumptions of 2,300,000 hours worked, an annual investment return of 6.5% and the hourly contribution rate of $6.95, the Plan would be certified as "critical and declining" status for 2015.

The Board of Trustees continued to consider the potential impact of the tools provided by MPRA, and waited for additional guidance on benefit suspensions and application procedures. At each Board of Trustee meeting, the Trustees dedicated significant time to consideration of benefit suspensions, as well as alternative plan designs such as variable defined benefit plans and an "Evergreen Plan" design created by the Plan's actuary. The Evergreen Plan establishes a Section 414(k) account inside a pension plan, and utilizes the Plan's Evergreen account to receive a transfer of defined contribution account balance, which is then annuitized and paid to the Participant in the form of a monthly benefit for the Participant's life (and the Participant's spouse, if a joint and survivor benefit is elected). Each participant would have an Evergreen account equal to contributions made on the member's behalf plus returns and less expenses.

The Board of Trustees scheduled and held a special meeting dedicated solely to the consideration of alternative plan designs and possible benefit suspensions.

The Board of Trustees also directed the Investment Consultant to undertake an asset allocation study to determine an assumed rate of return for purposes of consideration of benefit suspensions under MPRA and funding projections.

With the guidance available at that time, the Board of Trustees considered various benefit suspension designs that would avoid Plan insolvency. As of October 2015, the actuary demonstrated to the Board of Trustees that the Plan would become insolvent in 2033 if no changes were made. The Plan's actuary reviewed several alternative projections which considered different percentages of benefit suspensions. It was also noted that active members had already been subject to reductions in benefits and contribution rate increases, whereas other members had retired under the Rule of 80 with unreduced benefits. The Board of Trustees continued to work towards avoiding Plan insolvency.

On September 10, 2015, the Board of Trustees adopted an updated Rehabilitation Plan. It was determined that the continued increase of the hourly contribution rate would not forestall insolvency. In addition, hours worked continued to be significantly lower than pre-financial crisis levels. As detailed in the response to Checklist Items #19, #20 and #21, the updated Rehabilitation Plan ceased the increase of the hourly contribution rate at $6.95.

The Plan had a slightly better year in 2015 with 2,544,244 hours worked. The Plan finished the year with an investment asset return of 2.8%, and a negative cash flow of 6.6%.

Plan Year 2016 – The 2016 Plan Year commenced with the Plan at a 45% funded ratio on a market basis ($213,252,642 – Market Value of Assets / $470,229,784 – Accrued Liabilities), as adjusted with the new assumptions of the Rehabilitation Plan. The hourly contribution rate for the Plan Year remained $6.95. The number of active participants was 1,576 as of January 1, 2015.

The Board of Trustees continued to review possible benefit suspensions that would satisfy the criteria to avoid insolvency. In addition, the Plan's actuary provided information and guidance on the possibility of an alternative plan design such as the "Evergreen" plan or the "Composite Plan" rumored to be a possible newly available option.

The Plan's Board of Trustees concentrated the remaining portion of the Plan Year towards working to submit an application for benefit suspensions under MPRA, as it was considered the only viable option for avoiding eventual insolvency.

Plan Year 2017 – The 2017 Plan Year commenced with the Plan at a 48% funded ratio on a market basis ($218,949,354 – Market Value of Assets / $460,087,441 – Accrued Liabilities). The hourly contribution rate for the Plan Year remained at $6.95. The number of active participants was 1,691 as of January 1, 2017.

On March 30, 2017, the Board of Trustees submitted an application for suspension of benefits under the Multiemployer Pension Reform Act of 2014. After several months of substantive discussions regarding the application's assumptions and the requirements for approval with the Department of Treasury and the Pension Benefit Guaranty Corporation, at the request and direction of the Department of Treasury and Pension Benefit Guaranty, the Board of Trustees withdrew the application on October 12, 2017, with the understanding that guidance and other assistance would be provided for submission of a subsequent application.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #18 – 5.02 Plan Factors Described in §432(e)(9)(C)(ii)

Does the application include information regarding the plan factors described in §432(e)(9)(C)(ii), for the past 10 plan years immediately preceding the plan year in which the application is submitted?

See Section 5.02 of Revenue Procedure 2017-43.

The information regarding the plan factors described in §432(e)(9)(C)(ii), for the past 10 plan years immediately preceding the plan year in which the application is submitted is set forth on the attached Document 18.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 18.1

The information requested by Section 5.02 of Internal Revenue Service Revenue Procedure 2017-43 is included as follows:

Summary of Hourly Contribution Rates 2000 through Present

Effective Date of Change#	Hourly Contribution Rate
June 1, 1999	$2.40
June 1, 2003	$2.90
June 1, 2004	$3.40
June 1, 2005	$3.90
June 1, 2006	$4.15
June 1, 2007	$4.50^
June 1, 2008	$4.85^
June 1, 2009	$5.20^
June 1, 2010	$5.70
June 1, 2011	$5.95
July 1, 2012	$6.20
July 1, 2013	$6.45
June 1, 2014	$6.70
June 1, 2015	$6.95*
Through Present	$6.95

#A few of the Collective Bargaining Agreements change the Hourly Contribution Rate as of the September following the dates above.

^A temporary additional contribution of $2.00 per hour (in addition to the hourly contribution rate set forth in the table above) was implemented from July 1, 2007 through June 30, 2010. This was accomplished by diverting of a portion of the bargaining parties' hourly contributions to the Plan that had been previously allocated to the Ohio and Vicinity Regional Council of Carpenters Health and Welfare Plan.

*On September 10, 2015, the Board of Trustees determined that additional increases in the hourly contribution rate would not forestall insolvency, and ceased the annual $0.25 increase to the hourly contribution rate. The Board of Trustees determined that the Plan had exhausted all reasonable measures at the December 4, 2014 Board of Trustees meeting.

Levels of Benefit Accruals

A Year of Credited Service is defined as each Plan Year in which 1,500 Hours of Service are earned at the base journeyman rate (pro-rated for hours other than 1,500).

Prior to January 1, 2002, a Year of Credited Service earned a $99 benefit credit.

Effective January 1, 2002, a Year of Credited Service was reduced to an $80 benefit credit.

Effective June 1, 2003, a Year of Credited Service was further reduced to a $50 benefit credit.

Prior Reductions of Adjustable Benefits under §432(e)(8)

The following adjustable benefits have been reduced:

Early Retirement Reductions:

Effective January 1, 2009, an increase the early retirement reduction for benefits accrued after January 1, 2009 to 3/10 of 1% for each month by which the commencement of the Participant's Early Retirement Benefit preceded the Normal Retirement Date (from the previous ¼ of 1%).

For retirements commencing on or after September 1, 2010, the accrued benefits of terminated vested participants who commenced receipt of pension benefits before their Normal Retirement Date would be subject to a full actuarial reduction to reflect the early commencement of their benefits.

For retirements commencing on or after September 1, 2010, the accrued benefits of vested participants who retired from active service and commenced receipt of pension benefits before their Normal Retirement Date would be subject to a reduction of 0.003 for each month that the commencement of their benefits preceded their Normal Retirement Date.

For a Participant who commenced receipt of an Early Retirement Benefit on or after January 1, 2013, the Early Retirement Benefit would equal the Participant's actuarially reduced accrued benefit.

Reduction and Elimination of "Rule of 80":

Effective January 1, 2009, only years of continuous membership in the United Brotherhood of Carpenters and Joiners of America through December 31, 2008 would be considered for eligibility for retirement under the "Rule of 80." The Rule of 80 exempted a Participant's benefits from the application of the early retirement reduction, provided that the Participant had attained age 50, and whose age and years of continuous membership in the United Brotherhood of Carpenters and Joiners of America equaled at least 80.

Benefits accrued on or after January 1, 2009 would not be exempted from the early retirement reduction as a result of a Participant's continuous membership in the United Brotherhood of Carpenters and Joiners of America.

For retirements on or after September 1, 2010, the Plan’s Rule of 80 Early Retirement benefit was replaced with a Rule of 85 Early Retirement benefit. Eligibility for the Rule of 85 Early Retirement benefit would require a minimum age of 55, and the sum of the participant’s age plus years of vesting service must equal or exceed 85. In addition, a participant would be required to have at least 1,000 hours of contributions to the Plan for work in Covered Employment during the 24-month period immediately preceding their Early Retirement Date. Only vesting service earned under the Plan would be counted in calculating the vesting service required for Rule of 85 Early Retirement eligibility. For the participant to receive an unreduced Early Retirement benefit, they would be required to satisfy these conditions.

The Rule of 85 was completely eliminated for Early Retirement Benefits commencing on or after January 1, 2013.

Expansion of Suspension of Benefit Rules for Early Retirement Benefits

For retirements commencing on or after April 30, 2010, the Plan's suspension rules for Disqualifying Employment before Normal Retirement Age were expanded by applying the rules in effect for benefits accrued on or after July 1, 2005 to benefits accrued before July 1, 2005 as well.

Reduction of Total and Permanent Disability Benefit

For disabilities incurred on or after July 1, 2010, the Plan's Total and Permanent Disability benefit was modified to provide that vested participants who were eligible for an Early Retirement Benefit would receive a monthly pension equal to their Early Retirement Benefit. In addition, for vested participants who incurred a total and permanent disability but had not yet attained age 55, the participant would receive a monthly pension equal to their accrued benefit subject to a full actuarial reduction.

For applications filed for Total and Permanent Disability after July 31, 2018, eligibility for the benefit will require a determination of total and permanent disability by the Social Security Administration under the Old Age and Survivors Disability Insurance (OASDI) program.

Effective March 31, 2019, and contingent on the approval of this application by the Department of Treasury, eligibility for total and Permanent Disability benefits will be limited to participants who have not attained age 55 as of the date the participant became totally and permanently disabled.

Reduction of Qualified Pre-Retirement Survivor Annuity and Delay until Age 55

For deaths occurring on or after July 1, 2010, the Plan would continue to provide a Qualified Pre-Retirement Survivor Annuity to the surviving spouses of vested participants; however, the amount payable to the surviving spouse would be determined as if the participant had retired on the day before his date of death, or age 55 if later, elected the Joint & 50% Survivor Annuity form of payment, and died. Payments would not commence before the first month the deceased participant would have attained age 55.

Elimination of Return of Contributions Ancillary Benefit

Effective as of April 29, 2010, the Board of Trustees amended the Plan to eliminate the lump sum return of contributions benefit for (1) those participants who died with less than five years of vesting service, (2) deceased unmarried participants who were receiving a single life annuity and did not receive benefits in excess of the amount of employer contributions made on their behalf, and (3) married participants who died before they or their spouse received benefits in aggregate less than the employer contributions made on behalf of the participant.

Effective April 30, 2010, the Plan's lump sum return of contributions Total and Permanent Disability benefit was eliminated.

Elimination of Trade Disability Benefit

Effective August 1, 2018, the Plan's Trade Disability benefit was eliminated.

Any Prior Suspensions of Benefits Under §432(e)(9).

The Board of Trustees has not received approval for any prior suspensions of benefits under §432(e)(9).

Measures Undertaken by the Plan Sponsor to Retain or Attract Contributing Employers.

The Board of Trustees has worked to retain and attract contributing employers through consultation and engagement with the employers and the various associations through the rehabilitation plan process. Through this communication, in response to employer association request, the Board of Trustees adopted a "free look" plan amendment on June 21, 2007.

Additionally, the Board of Trustees has had several withdrawing employers re-sign and proceed through the abatement process rather than pay withdrawal liability.

The Impact on Plan Solvency of the Subsidies and Ancillary Benefits Available to Active Participants.

As of January 1, 2013, the Plan does not provide any subsidy or ancillary benefit to any active participant. All ancillary benefits have been eliminated from the Plan effective as of January 1, 2013.

Compensation Levels of Active Participants Relative to Employees in the Participants' Industry Generally.

During the review of the suspension of benefits and determination of the exhaustion of all reasonable measures, the Board of Trustees reviewed the hourly contribution rate and the amount of benefit credit received by the active participants of the Plan. Notably, as part of the determination that the Board of Trustees had exhausted all reasonable measures, it was demonstrated that continued annual increases to the hourly contribution rate would not prevent the eventual projected insolvency of the Plan. Accordingly, further scheduled annual increases to the hourly contribution rate were discontinued.

In comparison to the $6.95 per hour contribution rate and $50.00 benefit credit based on 1500 hours worked, the other larger nearby Carpenter pension funds each provide a significantly higher benefit.

Union / Craft	Year	Contribution Rate
Ohio Carpenters Pension Plan	2017	Between $7.18 – $8.53 per hour contribution rate (for a 1.0% benefit credit), which would equal approximately between $107.70 – $127.95 annual benefit credit based on 1500 hours worked. Effective November 1, 2017, the benefit credit is subject to a variable benefit design that adjusts in accordance with the Plan's investment return.

Union / Craft	Year	Contribution Rate
Indiana / Kentucky/ Ohio Regional Council of Carpenters Pension Plan	2016	$8.04 per hour contribution rate (for a 0.90% benefit credit), which would equal approximately $108.54 annual benefit credit based on 1500 hours worked.

Competitive and other Economic Factors Facing Contributing Employers

Contributing employers have faced significant competitive and economic difficulties over the last 15 years, including a general slowdown in construction activity within the Plan's geographic area after the financial crisis of 2008, and an increase in non-union competition.

The geographic area from which contributions are made to the Plan suffered a reduction in hours worked for which contributions were due from 4,590,926 in the 2000 Plan Year to 2,392,616 in the 2017 Plan Year. In addition, the number of signatory contractors dropped from 256 during the 2000 Plan Year to 211 during the 2017 Plan Year.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #19 – 5.03 All Reasonable Measures

Does the application describe how the plan sponsor took into account – or did not take into account – the factors listed in Section 5.02 in the determination that all reasonable measures were taken to avoid insolvency?

See Section 5.03 of Revenue Procedure 2017-43.

The narrative description of how the plan sponsor took into account – or did not take into account – the factors listed in Section 5.02 in the determination that all reasonable measures were taken to avoid insolvency is attached as Document 19.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 19.1

The Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan determined that it had exhausted all reasonable measures in December, 2014. The determination that the Plan had exhausted all reasonable measures to avoid insolvency was considered and debated during the 2014 Plan Year. The factors set forth in Section 5.02 of Internal Revenue Service Revenue Procedure 2017-43 were taken into account in the determination as follows (note – a number of factors are addressed together):

<u>Prior reductions of adjustable benefits under §432(e)(8)</u>

At the time it was determined that the Plan had exhausted all reasonable measures to avoid insolvency in December of 2014, the Board of Trustees had removed all adjustable benefits under §432(e)(8). The Board of Trustees recognized that previously valued and popular options, such as subsidized early retirement, subsidized total and permanent disability benefits, and a return of contributions death benefit were no longer available to active participants.

<u>Contribution levels</u>

<u>The impact of benefit and contribution levels on retaining active participants and bargaining groups under the Plan</u>

<u>The impact of past and anticipated contribution increases under the plan on employer attrition and retention levels</u>

Despite significantly and consistently raising the hourly contribution rate annually since 2003 – from \$2.40 to \$6.95 per hour – including a three-year period in which the bargaining parties contributed an additional \$2.00 per hour to the Plan through the diversion of amounts previously allocated to the Ohio and Vicinity Regional Council of Carpenters Health and Welfare Plan, the Plan's funded status did not improve. The Plan's aggregate hours worked remained stagnant, and apparently permanently lower than prior to the financial crisis in 2008. The Plan's rehabilitation plan called for an annual \$0.25 increase in the contribution rate, beginning June 1, 2011 and scheduled to end June 1, 2020 at \$8.20 per hour. The Plan's actuary informed the Board of Trustees that the continued increases in the Plan's contribution rate would not prevent the eventual insolvency of the Plan.

The increases in the hourly contribution rate and the noticeable elimination of adjustable benefits were not popular with participants. Similarly, a number of employers complained about the increasing pension contribution and its detrimental impact on competitive bidding. Following the 2008 financial crisis, the Plan assessed a number of employers for withdrawal liability. A few of the employers withdrew from the Plan believing that they could compete more successfully without the burden of mandatory contributions to the Plan. The Board of Trustees was concerned that continuing to increase the hourly contribution rate would lead to further employer and active participant exodus from the Plan.

After the initial determination that the Plan had exhausted all reasonable measures in December, 2014, the Board of Trustees amended the Rehabilitation Plan in September, 2015 to maintain the hourly contribution rate at \$6.95, rather than risk possible further erosion of the active participants or contributing employers.

Levels of benefit accruals, including any prior reductions in the rate of benefit accruals

Compensation levels of active participants relative to employees in the participants' industry generally

The active participants in the Plan contributed similar or higher hourly contribution rates for less of an accrued benefit than other carpenter funds in the State of Ohio and nearby. Further, the active participants were no longer able to retire prior to age 62 without the application of an early retirement reduction factor to their monthly benefit, or receive a return of contributions benefit in the event of their death prior to receiving monthly benefits equal to the hourly contributions made on their behalf.

In comparison to the $6.95 per hour contribution rate and $50.00 benefit credit based on 1500 hours worked for active participants in the Plan, the other larger nearby Carpenter pension funds each provided a significantly higher benefit.

Union / Craft	**Year**	**Contribution Rate**
Ohio Carpenters Pension Plan	2014	Between $5.44 – $6.74 per hour contribution rate (for a 1.0% benefit credit), which would equal approximately between $81.60 – $101.10 annual benefit credit based on 1500 hours worked.
Indiana / Kentucky/ Ohio Regional Council of Carpenters Pension Plan	2014	$7.34 per hour contribution rate (for a 0.90% benefit credit), which would equal approximately $99.09 annual benefit credit based on 1500 hours worked.

With this information, the Board of Trustees determined that further reductions to the rate of benefit accrual (from $50 per Year of Credited Service) would not be reasonable, and would have an adverse impact on retaining active participants.

Competitive and other economic factors facing contributing employers

The Board of Trustees considered the competitive and other economic factors facing contributing employers. Primarily, with respect to the determination that the Plan had exhausted all reasonable measures to avoid insolvency, the Board of Trustees took into account the reduction in the number of signatory employers contributing to the Plan (256 during the 2000 Plan Year to 182 during the 2016 Plan Year) and the amount of hours worked per Plan Year. The Board of Trustees noted that it was unlikely that the amount of hours worked would return to the 3,000,000-plus per year level common prior to 2008 any time soon.

Measures undertaken by the plan sponsor to retain or attract contributing employers

The Board of Trustees discussed the fact that few new contributing employers would desire to accept an obligation to contribute to the Plan due to the presence of withdrawal liability, regardless of the "free look" provision adopted by the Plan. Thus, the Board of Trustees determined that the cessation of the continued increase of the hourly contribution rate would help prevent the exit of any current contributing employers.

The impact on plan solvency of the subsidies and ancillary benefits available to active participants

As of January 1, 2013, the Plan did not provide any subsidy or ancillary benefit to any active participant. There were no subsidies or ancillary benefits to preserve or consider removing in connection with the determination that the Plan had exhausted all reasonable measures to prevent insolvency.

* * * * * * * * * * * * * * *

The factors set forth in Section 5.02 of Internal Revenue Service Revenue Procedure 2017-43 that the Board of Trustees did not take into account in the determination, even nominally, is limited to the following:

Any prior suspension of benefits under Internal Revenue Code §432(e)(9)

The Board of Trustees declared that the Plan had exhausted all reasonable measures December 4, 2014. At that time, the Multiemployer Pension Reform Act of 2014 had not yet been adopted, and, thus, no prior suspension of benefits under Internal Revenue Code §432(e)(9) occurred or was taken into account in the determination that all reasonable measures had been taken to avoid insolvency.

* * * * * * * * * * * * * * * *

The only other factor the Plan considered was the possibility that some legislative action would provide the Plan some additional methods or tools to address its funding deficiency; however, at the time of the determination that the Plan had exhausted all reasonable measures to avoid insolvency, this possibility seemed unlikely.

* * * * * * * * * * * * * * * *

In sum, the Board of Trustees determined that the Plan had exhausted all reasonable measures to avoid insolvency because the current rehabilitation plan would result in a funding deficiency within the next Plan Year, the continued increase in the hourly contribution rate or further reduction of the rate of benefit accrual would likely have an adverse impact on the Plan, and the Plan did not have any additional adjustable benefits or ancillary benefits to remove.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #20 – 5.03 All Reasonable Measures – Retention of Participants and Employers

Does the application describe how the plan sponsor took into account – or did not take into account – in the determination that all reasonable measures have been taken to avoid insolvency the impact of:

- *benefit and contribution levels on retaining active participants and bargaining groups under the plan; and*

- *past and anticipated contribution increases under the plan on employer attrition and retention levels?*

See Section 5.03 of Revenue Procedure 2017-43.

Document 19.1 contains the description of how the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan took into account the impact of:

- benefit and contribution levels on retaining active participants and bargaining groups under the plan; and

- past and anticipated contribution increases under the plan on employer attrition and retention levels.

in the determination that all reasonable measures have been taken to avoid insolvency.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #21 – 5.04 Other Factors

Does the application include a discussion of any other factors the plan sponsor took into account including how and why those factors were taken into account?

See Section 5.04 of Revenue Procedure 2017-43.

Document 19.1 contains the description of all of the factors the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan took into account in the determination that all reasonable measures have been taken to avoid insolvency, including how and why such factors were taken into account.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #22 – 6.01 Proposed Ballot

Does the application include a copy of the proposed ballot excluding the information regarding the statement in opposition, the individualized estimates, and the voting procedures?

See Section 6.01 of Revenue Procedure 2017-43.

A copy of the Proposed Ballot excluding the statement in opposition, the individualized estimates, and the voting procedures is attached as Document 22.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 22.1

BALLOT FOR APPROVAL OF THE PENSION RECOVERY PLAN

Southwest Ohio Regional Council of Carpenters Pension Plan

The "Pension Recovery Plan" for the Southwest Ohio Regional Council of Carpenters was submitted on June 29, 2018 by the Board of Trustees in accordance with the Multiemployer Pension Recovery Plan of 2014 ("MPRA") and its regulations.

On [Insert Date], the Pension Recovery Plan was approved by the United States Secretary of Treasury, in consultation with the Pension Benefit Guaranty Corporation and the United States Department of Labor.

The next step is for all eligible voting participants to approve or reject the proposed Pension Recovery Plan. The proposed suspension of benefits set forth in the Pension Recovery Plan will be effective for benefits paid after March 31, 2019 unless a majority of all eligible voters affirmatively vote to reject the Pension Recovery Plan. An individual's failure to cast a vote has the same effect as a vote to approve the Pension Recovery Plan. This Ballot is required by Federal law to provide information and assistance to you in exercising your right to vote.

The Board of Trustees Recommends the Approval of the Pension Recovery Plan

The Board of Trustees strongly recommends the approval of the Pension Recovery Plan. The Pension Recovery Plan is designed to prevent the Plan from becoming insolvent, and to preserve your pension benefits as completely as possible. You have worked hard for your pension benefit. The intent of the Pension Recovery Plan is to avoid insolvency, stop the Plan's funding decline, and allow the Plan to continue to provide benefits going forward.

Description of the Pension Recovery Plan

You have already received an individual estimate illustrating the Pension Recovery Plan's impact on your monthly benefit amount.

The basic policy of the Pension Recovery Plan is that every person's monthly retirement benefit paid after March 31, 2019 would be recalculated as if the same reductions applicable under the current Plan provisions were applied based on their age at retirement.

The reduction of your monthly benefit is determined in 2 steps:

1 - If you retired prior to January 1, 2013 and had not reached age 62, the Pension Recovery Plan will apply the early retirement reduction factors that would have been applicable to your age at retirement had you retired subject to the same Plan provisions that apply to monthly benefits that commence on or after January 1, 2013.

If you retired on or after January 1, 2013, or retired at age 62 or later, the first step of the reduction would not have any impact on your monthly benefit.

2 - An 8% reduction will be applied to all monthly benefits currently being paid and all accrued benefits not yet in pay status.

If you are a Beneficiary receiving a monthly benefit, your monthly benefit will be adjusted based on your Participant's recalculated benefit as described in steps 1 and 2 above.

This is a one-time recalculation and will not impact accrued benefits earned on or after April 1, 2019. The recalculation will be applied to all Participants, Beneficiaries and Alternate Payees. The Pension Recovery Plan, if approved, will not reduce or take into account amounts already paid to individuals through March 31, 2019.

Individuals who commenced their benefit pursuant to a Disability Pension under the Plan, or their beneficiaries, will not have their monthly benefit reduced. Individuals who have attained age 80 by March 31, 2019 will not have their monthly benefit reduced. Individuals who have attained age 75, but have not attained age 80, by March 31, 2019, will be subject to smaller reductions than they would have otherwise.

The Trustees have spent the last two years evaluating possible alternatives in an attempt to create an equitable plan that satisfies the requirements of MPRA. Some of the factors set forth in MPRA that the Board of Trustees considered while attempting to craft an equitable allocation of the benefit reductions included:

1 - The age and life expectancy of the participant and beneficiary;

2 - The amount of benefits;

3 - The type of benefit, such as early retirement benefits;

4 - The extent to which a participant or beneficiary is receiving a subsidized benefit;

5 - The history of benefit increases and reductions for participants and beneficiaries;

6 - The differences between active and retiree benefits; and

7 - The extent to which active participants are reasonably likely to withdrawal support for the Plan.

If the Pension Recovery Plan is approved, the proposed suspension of benefits will remain in effect indefinitely.

The Insolvency of the Southwest Ohio Regional Council of Carpenters Pension Plan

Without the approval of the Pension Recovery Plan, our Plan is scheduled to go insolvent within the next 18 years (2036), and possibly sooner. The insolvency of the Plan would result in the reduction of benefits to the benefit guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"). The PBGC is a Federal agency that acts as an insurance company for pensions and guarantees a minimum benefit to participants and beneficiaries. Federal law requires that our Pension Recovery Plan provide a benefit at least as much as 110% of the guaranteed benefit from the PBGC; thus, all Participant, Beneficiary and Alternate Payee monthly benefits would be higher if the Pension Recovery Plan is approved than if the Plan is turned over to the PBGC. If the Pension Recovery Plan is rejected, the Plan will eventually become insolvent. As a result, all Participants, Beneficiaries and Alternate Payees would be reduced to the amount guaranteed by the PBGC. Individuals who retired on a Disability Pension and individuals who attained age 80 would be included in the reduction to the PBGC guaranteed benefit.

The Plan's actuary has certified that the approval and implementation of the Pension Recovery Plan will avoid insolvency and allow the Plan to continue to pay the reduced benefits and future accrued benefits indefinitely. The actuary's projection is based on conservative estimates of future hours worked for which contributions are due and the future investment returns of the Plan, and is therefore subject to some uncertainty.

The Insolvency of the Pension Benefit Guaranty Corporation

The Pension Benefit Guaranty Corporation is expected to become insolvent in 2025, several years before the insolvency of our Plan. The insolvency of the PBGC would mean that the PBGC would not have enough money to provide the guaranteed benefit and your monthly benefit provided through the PBGC would be reduced to almost nothing. The Pension Recovery Plan is structured to avoid the Plan's insolvency and the involvement of the PBGC, and ensure the continuation of your monthly benefit payments indefinitely.

The Board of Trustees recommends you support and approve the Pension Recovery Plan.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #23 – 6.02 Proposed Partition

Does application indicate whether the plan sponsor is requesting approval from the PBGC of a proposed partition under Section 4233 of ERISA?

See Section 6.02 of Revenue Procedure 2017-43.

The Application filed on behalf of the Southwest Ohio Regional Council of Carpenters Pension Plan does not include a request for partition under Section 4223 of ERISA.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #24 – 6.02 Effective Date of Proposed Partition

If the answer to item 23 is yes, does the application specify the effective date of the proposed partition and include a plan-year-by-plan-year projection of the amount of the reduction in benefit payments attributable to the partition?

See Section 6.02 of Revenue Procedure 2017-43.

Not Applicable. The answer to Checklist Item No. 23 indicated that no request would be made to the Pension Benefit Guaranty Corporation for a proposed partition.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # – 31-6127287/001
Checklist Item #25 – 6.03 Actuarial Assumptions Used for Projections

Does the application include:

- *a description of each of the assumptions used in the projections required under sections 3.01, 3.02, 4.02(1), 4.02(2), and 4.03 of Revenue Procedure 2017-43;*

- *supporting evidence for the selection of those assumptions; and*

- *an explanation of any differences among the assumptions used for various purposes?*

See Section 6.03 and Appendix B of Revenue Procedure 2017-43.

The information requested above is set forth in the attached Document 25.1.

Document #25.1

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 25.1

The information requested in Section 6.03 and Appendix B of Revenue Procedure 2017-43 is set forth in the following attachments:

1. Appendix B
2. Addendum 1 to Appendix B
3. Addendum 2 to Appendix B
4. Addendum 3 to Appendix B
5. Addendum 4 to Appendix B

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 25.1

Appendix B

APPENDIX B
INFORMATION ON ACTUARIAL ASSUMPTIONS AND METHODS

Appendix B details the information requested in Revenue Procedure 2017-43 Appendix B on actuarial assumptions and methods that, pursuant to section 6.03 of this revenue procedure, must be described in an application for approval of a proposed benefit suspension.

Investment Returns

Detailed information regarding our proposed investment rate return assumption along with supporting documentation is shown in addendums 1 & 2. The proposed assumption used in our Application for Suspension and subsequent documentation is 6.64% for the first 10 years (2018-2027) and 7.13% thereafter (2028+).

Marquette Associates, the Plan's investment consultant, provided the model that was used to inform and support this proposed investment return assumption. Please note that they have used stochastic projections to prepare the results presented in their December 11, 2017 memorandum, but we will be using deterministic projections based on these results in our projections. The answers provided reflect stochastic projections based on their modeling software. In developing our proposed assumption, we have relied on the judgment of investment professionals as well as our own professional knowledge in determining that the assumption is our best estimate for the purpose of this measurement. We are not investment professionals and we rely on our colleagues who work in this field for guidance as provided by the Actuarial Standard of Practice.

Mortality Assumptions

Standard mortality tables were used.

Non-Disabled	RP-2014 with Blue Collar adjustment.
Disabled	RP-2014 Disabled Retiree.
Base Year Adjustment	2006 using Scale MP-2014.
Future Projections	Projected generationally using Scale MP-2016.

This Plan's participants consist primarily of blue collar workers. We have relied on the blue-collar mortality rates in the RP-2014 Mortality Tables Report issued by the Society of Actuaries as the mortality experience for this plan. As is explained in the Society of Actuaries release of Mortality Scale MP-2016 we have adjusted the base table to 2006 using MP-2014 and projected generationally using MP-2016.

Other demographic assumptions

Please see addendum 3 and the summary included in the Supplemental Actuarial Information Report.

Assumptions regarding form and commencement age of benefits

Please see addendum 3 and the summary included in the Supplemental Actuarial Information Report. The probability of any given payment form is independent of age and status.

The payment form election assumption incorporates the changes to the optional forms included in the proposed Plan Amendment. The table used is below.

Payment Form	% Electing
Joint & 100% Survivor	32%
Joint & 50% Survivor	16%
Single Life Annuity	52%

Assumptions regarding missing or incomplete data

We valued all participants that were provided to us by the Plan Administrator. Please see addendum 3 which details the assumptions used to fill in missing data. For those that are assumed to elect a payment form with a beneficiary, it is assumed that wives are 3 years younger than husbands.

New entrant profile

Entry Age	Sex	Entry Age Accrued Benefit	Entry Age Service	Weighted Percentage of New Entrants
19.1	M	$333.65	0.8	1%
22.7	M	$422.52	0.9	11%
27.5	M	$423.70	0.9	13%
32.5	M	$472.74	0.9	16%
37.3	M	$505.04	0.8	17%
42.5	M	$470.10	0.9	14%
47.3	M	$563.70	0.9	13%
52.5	M	$596.03	0.8	11%
57.0	M	$594.10	0.8	4%

Please see addendum 3 for more detail on the development of each profile.

Contribution rates and base units

Please see addendum 4 for detail on the history of employers that contributed 5% or more of annual contributions to the plan.

The assumed contribution rate for each year during the projection period is $6.88 per hour.

The assumed contribution base units for each year during the projection period is 2,150,000 hours. This represents an assumption of 1,275 hours per year per active participant.

Historical trends in contribution rates and base units

Over the past 10 years, the construction industry in Southwest Ohio has seen significant volatility in its workflow. In 2007, the Plan had 3.2 million hours worked and the pipeline of future projects, membership and contractors was strong. However, with the economic collapse of 2008, not only did the Plan lose significant assets on its investments, it also saw a significant slowdown in work projects and in its pipeline of future construction projects. Similar to the rest of the economy, the industry saw a decline in available work as capital investment dried up and this had a direct impact on work hours. Projects began returning in 2011 and 2012, especially with respect to government funded projects, allowing the CBUs to increase. However, in 2009 and 2010 a significant loss in membership and contractors caused a supply shortage and impacted the ability to pursue available projects.

Given the nature of construction industry work, much of the work hours and contributions received are based on project driven work that is cyclical and volatile in nature. This volatility is exacerbated by the reliance on extremely large projects in the jurisdiction of the local. An example of an event that could have a significant impact on the CBUs for a plan such as this would be the building of a sports stadium or installation of a new power plant. The cycles shown are consistent with other local industries and reflect the cyclical nature of large project construction industry work.

The sharp drop in average contribution rate can be attributed in part to the temporary additional contribution of $2.00 per hour that was made from July 1, 2007 through August 31, 2008. This was accomplished by the diversion of a portion of hourly contributions the bargaining parties had allocated to the Ohio and Vicinity Regional Council of Carpenters Health and Welfare Plan. This is further detailed in Checklist Item #17 of the application. This increased contribution rate accounted for the higher than expected average contribution rates in the 2007 and 2008 Plan Years. The 2009 Plan Year average contribution rate was impacted by many members working outside of the jurisdiction in surrounding areas that had lower contribution rates than the Journeyman Rate in Southwest Ohio.

Rationale for selection of contribution base unit and contribution rate assumptions

We would note that this is a construction industry plan and that the work is cyclical and large-project oriented in nature. Determining an ongoing assumption is difficult given the inconsistency of CBUs from year to year. In a plan such as this, defining an ongoing assumption for hours presents numerous challenges including: uncontrollable market influences, the impact of the legislative environment, volatility of projects, and future predictions of labor and contractor supply.

When preparing our assumption, we have attempted to take into account this cyclicality and that recent years are believed to be at a peak. This assumption reflects input from the trustees as to the expected work going forward and represents our best estimate of ongoing average CBUs. We rely significantly on their industry expertise and experience in determining this assumption. While we would not expect every year to be flat, we believe guessing in regard to the timing of the peaks and troughs of the work cycle does not provide the best estimate in future years. Instead we have used a reasonable estimate of the average ongoing CBUs expected in the future.

The flat contribution rate reflects the rates negotiated in the current Rehabilitation Plan. We have not assumed any future additional contribution rate increases in our projections.

Employer withdrawals and withdrawal liability payments

The withdrawal liability payments are based on currently negotiated withdrawal liability payment streams being received. No assumption has been made regarding future withdrawal liability payments expected to be collected. We have merely reflected already settled payments that have been deemed collectible.

The Plan is a building and construction industry plan. As a result, a complete withdrawal occurs only if an employer ceases an obligation to contribute to the Plan and continues to perform work (or resumes such work within 5 years) in the jurisdiction of the collective bargaining agreement of the type for which contributions would have been due. Thus, if a contributing employer to the Plan closes its business and does not resume such work without an obligation to contribute, then no withdrawal has occurred.

The Plan has not had very many withdrawals within the last 5 years. Most of the Plan’s withdrawals occurred immediately following the financial crisis from 2009 through 2012, of which the Plan has been very aggressive and had significant success collecting such amounts. For employers with a year of withdrawal date of 2013 or after, the Plan has collected approximately 89% of the assessed amounts.

Administrative expenses

Assumed administrative expenses paid by the plan, other than investment-related expenses, are assumed to be $1,800,000 in 2018; $1,000,000 in 2019 and increased 3.0% per year thereafter. The higher amount in 2018 reflects the cost of preparation, submission, and communication of the Pension Recovery Plan.

Projection methodology

No approximation or data grouping techniques were used. No changes were made to the programming of the actuarial software used, nor were modifications made to the resulting cash flow projections provided by such software.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 25.1

Addendum 1 to Appendix B

To:	Southwest Ohio Regional Council of Carpenters Pension Fund
From:	Marquette Associates ("Marquette")
Date:	December 11, 2017
Re:	Long-Term Asset Allocation Projections

The following memo is in response to a specific request by the Southwest Ohio Regional Council of Carpenters Pension Fund (the "Pension Fund") to provide an asset allocation study that goes beyond the typical ten-year period, and to further provide a tiered expected return over time. Any asset allocation study run by Marquette in its capacity as Investment Consultant is for the exclusive benefit of the Pension Fund in accordance with the terms of the Investment Consulting Agreement between the Pension Fund and Marquette. Marquette understands that certain aspects of any asset allocation study may be used as an additional resource for Cuni, Rust & Stenk, on behalf of the Pension Fund, in developing an appropriate actuarial investment return assumption. Under no circumstances should any asset allocation study be construed as a recommendation or determination by Marquette regarding the appropriateness of any actuarial investment return assumption used by the Pension Fund.

Marquette's Model

Marquette's asset allocation software is based on a Monte Carlo simulation of macroeconomic factors, which are used to model monthly return outcomes of capital markets. The simulations are created by a powerful economic scenario generator ("ESG"), which is the driving force behind the asset allocation model. The ESG simulates the future performance of the capital markets and macro-economy; the underlying models are calibrated based on long-term historical data series, so that they will reproduce the kinds of volatility and stress scenarios that have been observed over the 20th and 21st centuries. The models are linked and correlated so that the behavior of different asset classes and economic variables is consistent within each random scenario.

Long Term Assumptions

Marquette provides asset allocation studies to simulate client portfolio performance over the course of the next ten years. While the Monte Carlo analysis used in the studies can be extended to model longer time frames, Marquette calibrates the simulation process to a ten-year forecast due to the erratic nature of financial markets and the dynamic changes that can take place in the global economy over the course of time, both of which make it extremely difficult to make predictions beyond a ten-year period with a reasonable level of accuracy. As a result, while the asset class assumptions used in Marquette's studies may change beyond the ten-year mark (mainly due to mean reversion) we do not make any specific deviations in our projections after this period.

If the Monte Carlo analysis were to be extended past the ten-year time frame, fixed income would be the most impacted asset class with projected improved returns due to a normalization of interest rates that is still occurring after ten years in Marquette's current asset allocation model. As a result, the revised asset allocation study would project higher overall portfolio performance over the long term. The below chart sets forth the projected returns for the Pension Fund using the extended time frame:

Years	Years 1-10	Years 11-20	Total 20 Year Period
Total Portfolio Expected Return[1]	6.64%	7.13%	6.86%

Recommendation
While Marquette's asset allocation model has the ability to provide expected returns for longer time horizons, the accuracy of the model's forward-looking assumptions decreases as the time period extends beyond ten years. As such, Marquette recommends utilizing asset allocation studies based upon a ten-year time frame. We also recommend running additional asset allocation studies on a regular basis to make sure the assumptions used in the model are up to date and account for any changes in the broad macro environment.

[1] Returns are annualized returns based on the average 10 year and 20 year returns generated in 1,000 Monte Carlo simulations.

The sources of information used in this study are believed to be reliable. Marquette Associates, Inc. has not independently verified all of the data used in this study and its accuracy cannot be guaranteed. Estimates and projections of financial market performance do not guarantee future performance. Since the model used to create this report relies on market data, results will vary depending on the date of the study. Past study results do not guarantee future results and are subject to change as more data becomes available. As appropriate, Marquette Associates, Inc. reserves the right to adjust the model used to prepare the study to reflect improved accuracy of portfolio modeling techniques. Results may change if the model is adjusted.

About Marquette Associates

Marquette Associates is an independent investment consulting firm that helps institutions guide investment programs with a focused three-point approach and carefully researched advice. For more than 30 years, Marquette has served this mission in close collaboration with clients – enabling institutions to be more effective investment stewards. Marquette is a completely independent and 100% employee-owned consultancy founded with the sole purpose of advising institutions. For more information, please visit www.marquetteassociates.com.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 25.1

Addendum 2 to Appendix B

The following answers are specific to the asset allocation studies conducted by Marquette Associates, Inc. ("Marquette"). The asset allocation studies were run for the exclusive benefit of the Southwest Ohio Regional Council of Carpenters Pension Fund (the "Pension Fund") in accordance with the terms of the Investment Consulting Agreement between the Pension Fund and Marquette. Marquette understands that certain aspects of the asset allocation studies may be used as an additional resource for Cuni, Rust & Stenk, on behalf of the Pension Fund, in developing an appropriate actuarial investment return assumption. Under no circumstances are the asset allocation studies to be construed as a recommendation or determination by Marquette regarding the appropriateness of any actuarial investment return assumption used by the Pension Fund.

- **Net investment return for deterministic projections.**

Not applicable

- **Assumptions used for stochastic projections (if applicable). Provide the expected geometric returns, arithmetic returns, and standard deviation of returns for each asset class in which the plan is invested (or is expected to be invested), including the probability distribution of returns (e.g., normal or log-normal) along with any correlations used in the projections, including correlations among asset returns (and serial correlations, if any).**

Marquette's asset allocation software is based on a Monte Carlo simulation of macroeconomic factors, which are used to model monthly return outcomes of capital markets. The simulations are created by an economic scenario generator ("ESG"), which is the driving force behind our asset allocation model. The economic scenario generator simulates the future performance of the capital markets and macro-economy; the underlying models are calibrated based on the long-term historical record so that they may reproduce the kinds of volatility and stress scenarios that have been observed over the 20th and 21st centuries. The models are linked and correlated so that the behavior of different asset classes and economic variables is typically consistent within each random scenario.

GEMS® is a state-of-the-art ESG developed by Conning's team of quantitative finance experts, and its financial models are among the most technologically advanced in the industry. It has won InsuranceRisk's "Best ESG Software" award three times.

GEMS® enables users to simulate future states of the global economy and financial markets, including the pricing of derivatives and alternative assets. It uses advanced modeling and estimation technology to produce empirically validated, realistic economic behavior to give clients a better understanding of risk.

GEMS® is distinguished by its:

- Ability to model asset prices and cash flows at the security level
- Default-free interest rate models which produce fully integrated nominal and real term structures
- Corporate and municipal bond credit models that permit the simulation of rating transitions, defaults and recoveries

- Inflation model that permits modeling of inflation derivatives and inflation-linked bonds, including those with embedded caps and floors
- FX model, which provides consistent inter-economy behavior
- Comprehensive modeling of interest rate, equity, inflation and FX derivatives
- Wide range of standard asset classes and market indices, along with tools that allow users to create customized asset classes
- A global economy of intra- and inter-linked, correlated economic currency zones
- Best-of-breed fits to the widest range of market prices across interest rate curves and derivatives, credit spread curves, equity options, and inflation-linked derivatives
- Advanced user estimation tools allowing fast efficient recalibration of GEMS models to incorporate different views of the future economy including tails

GEMS® generates a wide range of financial, economic and macro-economic variables, including government bonds, corporate bonds, multiple correlated common stock indices, alternative investment classes, mortgage-backed bonds and CMOs, municipal bonds, real estate, actual and expected multiple inflation indices, nominal and real GDP growth rate, foreign exchange, and the unemployment rate, as well as a rich set of derivatives on interest rates, equity, inflation and foreign exchange.

The currency zones which are currently parameterized as part of the standard quarterly process are USD, EUR, GBP, CHF, AUD, CAD, JPY, NOK, SEK, DKK, PLN, BRZ, CZK, CYN, HKD, KRW, TWD, SGD, THB and MYR. Economies can expand quite flexibly, dependent only upon data being available to support calibration. This GEMS® global economy is parameterized as a single process, thus capturing all of the inter- and intra-dependencies.

The simulated global economy manifests itself as a distribution of possible economic futures, including the unexpected but plausible outcomes that are critical to assessing risk. GEMS® generates realistic and empirically validated economic behavior that allows a business model to be stochastically tested under a wide variety of economic conditions. Such robust analysis permits the development of a detailed understanding of the risks a firm faces, as well as a solid understanding of the relationship between those risks and the potential rewards in retaining them. GEMS® allows dynamic modeling of these risks and the mitigation strategies that a user might adopt, enabling management to shape the profile of the firm to suit its tolerance for risk and to develop guidelines for maintaining its desired risk profile.

GEMS® is a powerful tool designed to solve actual business problems. Real world scenarios are designed to generate simulated future data which have the same dynamic characteristics as the real market, and this is ensured through the thorough and regular validation and back testing that is shared with our users.

There is no upper limit on the number of scenarios that the system can produce. GEMS® can be run at more granular time steps, down to daily, though monthly, quarterly and annually are the most commonly implemented.

A full range of calibration and target parameterization tools are available for user customization of their own view of the economy within the cascade structure of GEMS® models for stress and other analyses.

The raw output from the economic scenario generator includes:

- Yield curves — for government bonds, inflation linked bonds, and corporate bonds by rating category (AAA, AA, A, BBB, and High Yield composite), every maturity point on the yield curve is calculated, for both par and zero coupon bonds.
- Equity indices — both price and dividend yields are simulated
- Market indices — both price and dividend/income yields are simulated
- Return series — for any asset class modeled or any user-defined blend of asset classes, GEMS® will produce price, income and total return series,
- Economic variables— for inflation, GDP and unemployment, GEMS® will produce the relevant index levels and growth rates
- FX — exchange rates are produced between each pair of modeled economies.

Model Interaction and Structure

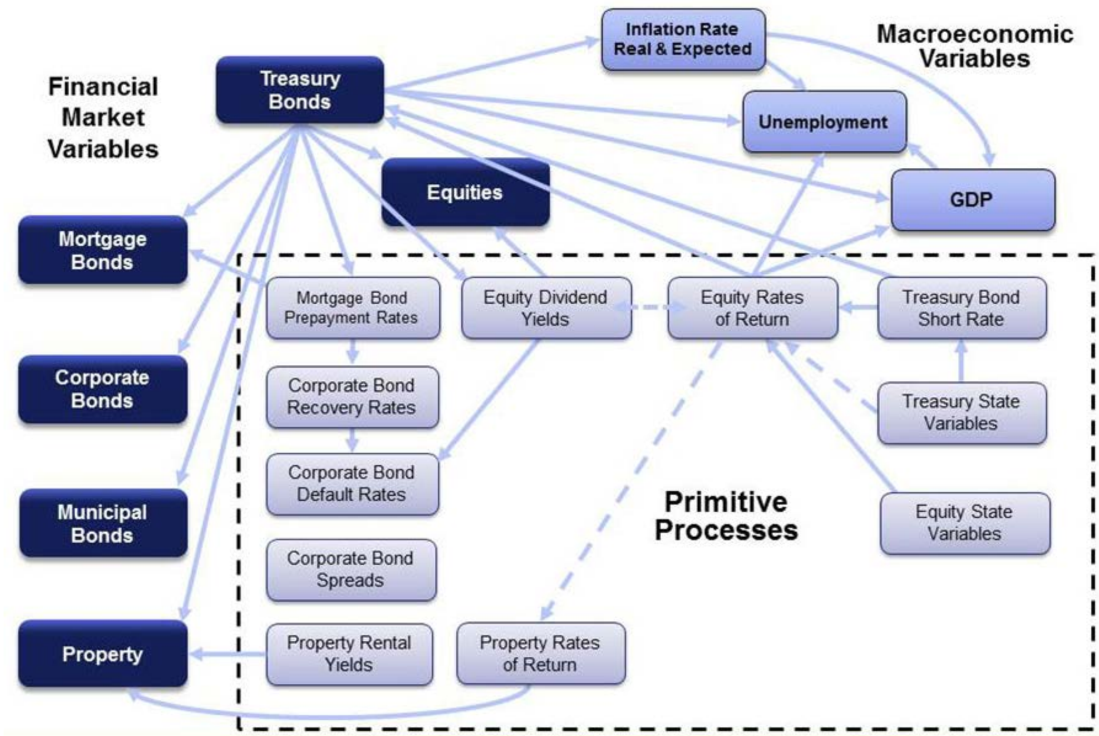
Correlation between simulated variables is an important issue to consider and vital in capturing the risks associated with multi-asset-class investments. The simultaneous movement of investment returns and how this changes under differing economic conditions are arguably the most important factors in accurately assessing and managing the market risk a firm faces. Capturing correlation in a realistic manner is essential to properly understanding the diversification and concentration effects among assets and to obtain reliable calculations of risk and solvency capital requirements.

All GEMS® economies are available on a stand-alone basis as well as jointly within a global economic framework. Whether running a stand-alone or multi-economy model, the variables within GEMS® are linked dynamically within an economy. For multiple economy simulations, variables are also linked across economies.

Enabling correlated behavior between different components of a model within an ESG is as much a technological challenge as a theoretical one. Within GEMS®, three primary mechanisms are applied to enable correlation:

1. Direct functional relationships among the economic models.
2. Correlation of the independent random processes associated with the models.
3. Correlation of jump processes to enable enhanced correlation in the tails of distributions where appropriate.

These methods are the most commonly used and well-researched for enabling joint behavior. The former is introduced through a cascade structure, wherein each economic model forms an interconnected network. In a cascade structure, scenario generation is governed by a well-defined sequence in which variables at the top of the structure can only influence those below. The exact sequence of the variables is to some extent arbitrary; however, interest rates are often used as a starting position, and since one may need to calculate discounted cash flows through the life of a simulation, it is for practical reasons an obvious choice. Indeed, within the GEMS® ESG the cascade structure, shown below, begins with the non-defaultable term structure model, proceeds through equities and macroeconomic variables to end with unemployment (see the diagram below).

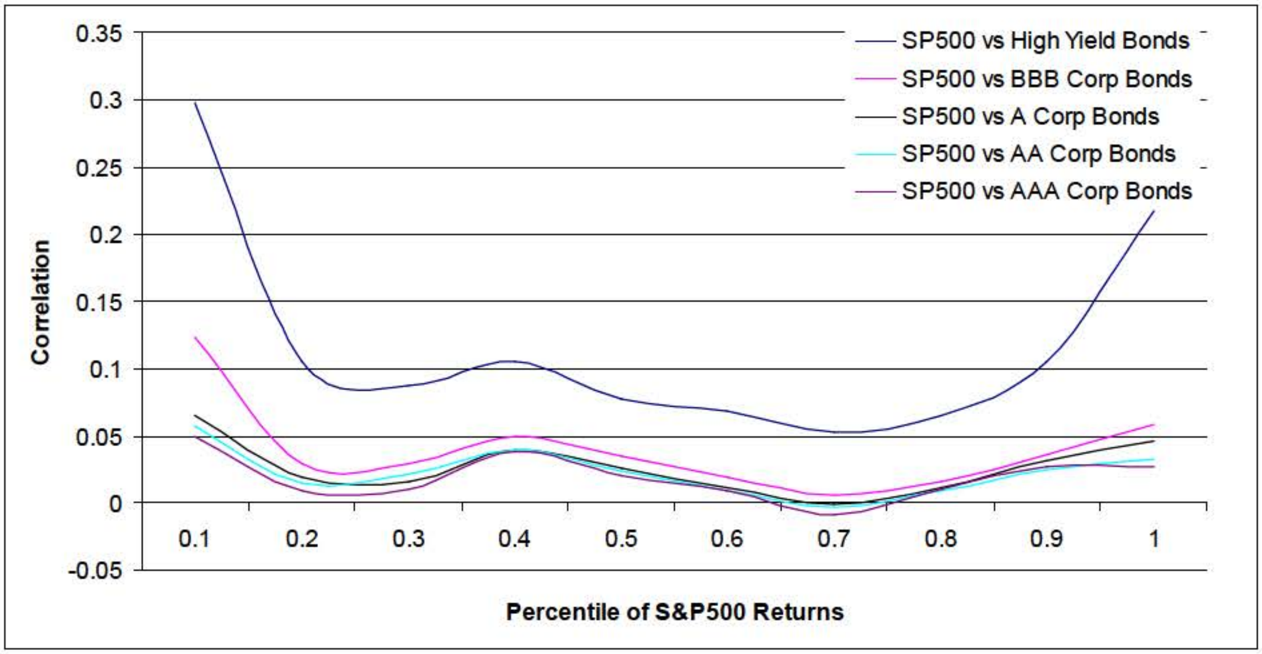


The latter two methods in practice involve applying the Cholesky decomposition of a covariance matrix to the vector of independent random processes driving the stochastic processes. While the estimation of the covariance matrix requires careful consideration, this approach has significant advantages, since the mean correlation can be controlled to some extent while allowing for simulated paths which exhibit a range of different correlation values.

Extreme care must be taken in the development and estimation of global economies, and GEMS® excels in this respect. Some models may claim to offer a global economy, but in fact a detailed look reveals that individual economies are simply joined together in an arbitrary manner (e.g., by the use of a static covariance matrix) and thereby fail to capture the true intricacies of the global economy, such as enhancements in correlation in the tails of the distribution. Where appropriate, GEMS® models have been built to respect the relationships between variables, including tail correlation, such that contagion effects in economic crises are properly modeled. This approach is somewhat sophisticated, but it is necessary, especially when determining the tail measures commonly used for risk management purposes today (e.g., VaR).

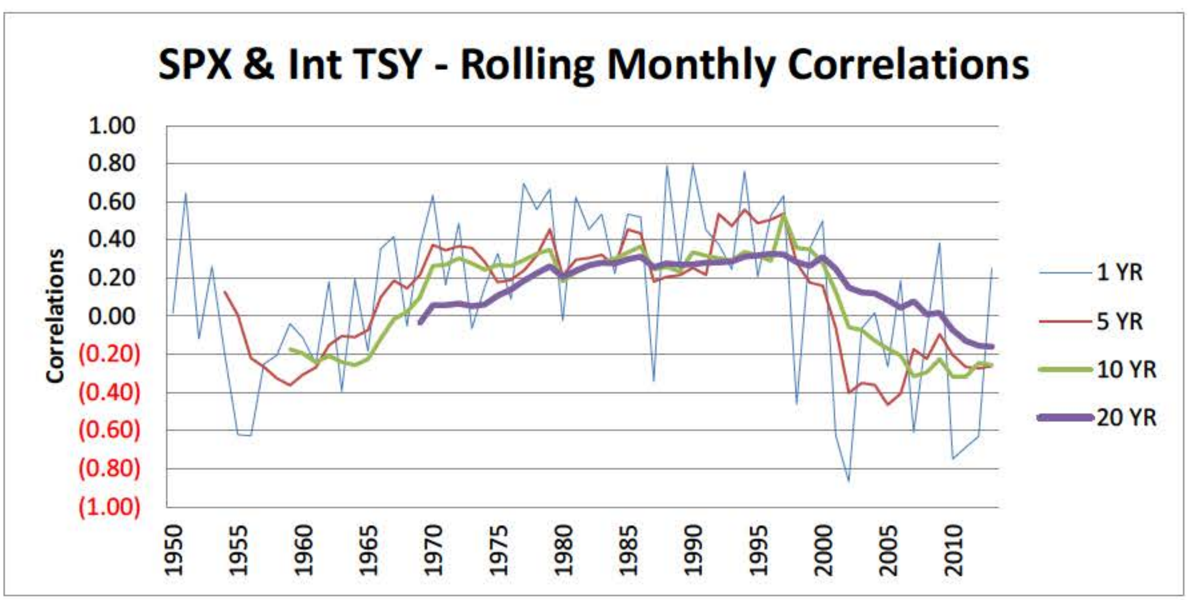
The result of this approach enables GEMS® to show realistic relationships between variables on average, over different time horizons, and in tail events. Examples include:

- Capturing the contemporaneous correlation between projected US equity and corporate credit are within 0.07 versus historical average for all five rating classes
- Tail correlations are captured exhibiting a strong relationship of tail correlations between equity and corporate credit within an economy and equity across economies



Source: Conning/GEMS® Simulation

- Capturing the different relationship between variables over time and across modeled projections. Historical relationships of US Equities and Treasuries have varied over time and depending on horizon. The first chart below shows the historical rolling correlations since 1950. Two observations that can be made are that the relationship varies over time and the correlation between the two variables decreases as the horizon increases. The second chart shows the path wise correlation between the two variables for a 50 year monthly projection of 1000 scenarios from GEMS®. The first column shows the measure for each path and the second the second is the statistic across the paths (i.e., the average of the minimum 1 year rolling correlation of each path is -0.63).



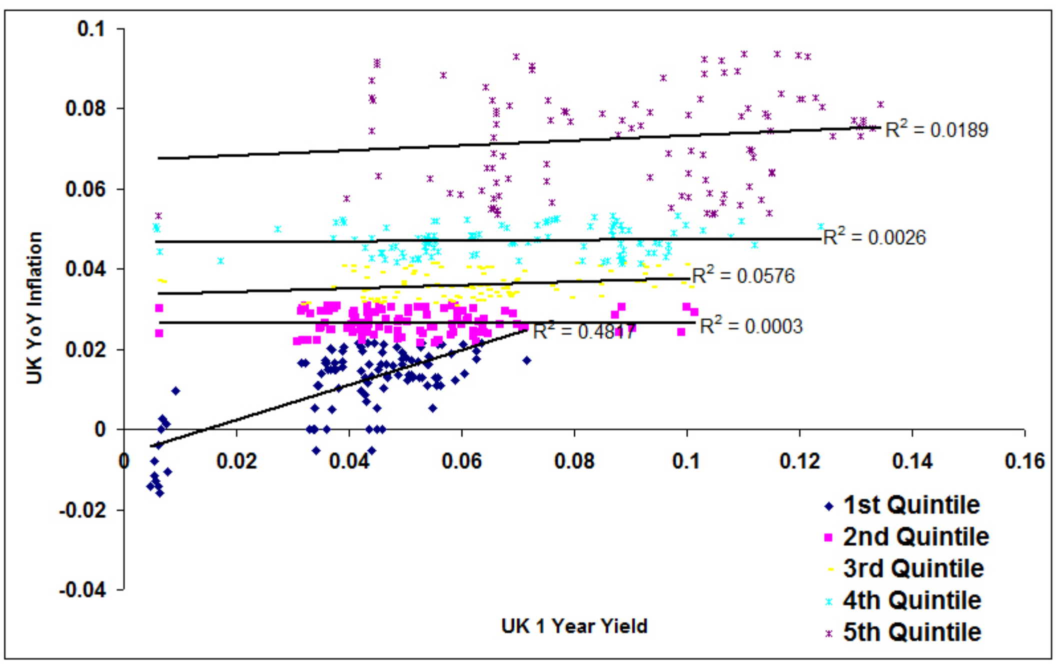
Source: Bloomberg

Meaure	Over Paths	Historical Data				GEMS				Difference			
		1	5	10	20	1	5	10	20	1	5	10	20
Min	Min	-87%	-47%	-32%	-16%	-92%	-50%	-35%	-24%	-5%	-3%	-4%	-8%
	Average	-87%	-47%	-32%	-16%	-63%	-25%	-15%	-7%	24%	22%	17%	9%
	Max	-87%	-47%	-32%	-16%	-35%	-4%	0%	10%	52%	42%	32%	26%
Avg	Min	11%	9%	9%	17%	-13%	-14%	-14%	-15%	-25%	-23%	-23%	-31%
	Average	11%	9%	9%	17%	0%	0%	0%	0%	-11%	-9%	-10%	-17%
	Max	11%	9%	9%	17%	16%	14%	14%	15%	5%	5%	5%	-2%
Max	Min	79%	56%	53%	33%	34%	5%	-4%	-8%	-45%	-50%	-57%	-41%
	Average	79%	56%	53%	33%	63%	25%	15%	7%	-16%	-31%	-38%	-25%
	Max	79%	56%	53%	33%	94%	55%	33%	21%	14%	0%	-19%	-11%

Source: Bloomberg/GEMS® Simulation

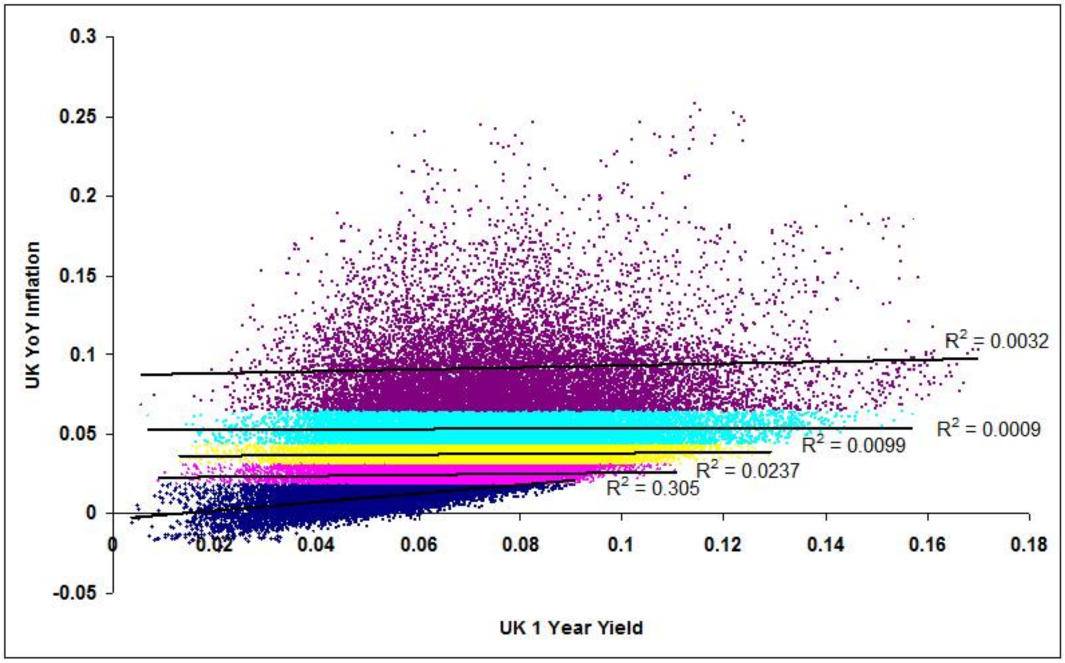
- Reflecting dependence of variable to different values as seen between UK 1 year yields and UK YoY Inflation.

Historical Data



Source: Bloomberg/Conning

GEMS® Simulated YoY Inflation and 1 Year Yield



Source: GEMS® Simulation

Model Selection

In general, the approach Conning takes to determine model selection for GEMS® is to work with industry and academic experts to thoroughly research the known literature on economic and financial models and choose the models which best meet the following criteria:

- *Ability to replicate the stylized facts of the historical record*. It should be possible to parameterize the model in such a way as to produce future paths which have similar features and qualities as the historical data.

- *Ability to reproduce prices of market instruments*. A well-specified, well-parameterized model will give reasonably accurate prices for traded securities.

- *Ability to produce novel yet plausible paths*. There should be enough sources of variability in the models to produce a rich set of stochastic movements, potentially revealing risks that would not emerge in a simpler model.

- *Stable parameterizations*. The stability of the estimated parameters over time is evidence that the model is well specified and likely to produce results that are robust under varying economic conditions.

- *Computational efficiency*. Some models have properties that make them efficient to implement computationally. Such models lead to faster run times and are likely to produce more accurate results.

- *Suitability for real world and risk neutral applications*. Where possible it is desirable to implement a single model for both real world (e.g., risk management, SCR, Investment management) and risk neutral applications (asset pricing, MCEV). This approach allows users to have consistency in modeling approach across different parts of its business, satisfies a more literal interpretation of the Solvency II use test, and only requires users to understand the workings of a single model rather than multiple.

An overview of some of the models which are incorporated within GEMS® is shown in the table below.

Model	Type	Key Attributes
Interest Rates	3-factor Affine Model	• Realistic yield distributions • Produces all commonly observed yield curve shapes including inversions • No exploding yields • The ability of the model to fit the initial yield curve • For MCEV risk-neutral applications the model can fit the entire swaption implied volatility surface, not just a limited number of points
Corporate Bonds	GEMS Corporate Security Model	• Model of individual bonds • Stochastic spreads and stochastic transition and default incorporated • Issuer concentration risk can be captured • Incorporates liquidity component
	GEMS Corporate Yield Model	• Stochastic spreads • Stochastic transition and default dynamics • Ability to produce the jump-like behavior in spreads observed during the 2008 crisis (RW) • Market-consistent fits to the initial spread curves across multiple ratings • Correlations between spreads or different ratings <1 and close to market values
Equity	SVJ (Stochastic Volatility with Jumps	• Realistic return and volatility behavior • Jump process produces crisis-like events • Able to price derivatives, including volatility "smile" • Ability to fit to market prices of options
Inflation	4-factor Affine Model	• Realistic interest rate and inflation dynamics • Realistic real yield curve dynamics • Inflation derivatives priced • Ability to fit the initial BEIR or Real Yield Curve at time zero
Foreign Exchange	Heston	• Stochastic volatility of FX rates incorporated • FX derivatives priced
GDP	VarX	• Real and nominal GDP modeled • Direct link between GDP and other variables (e.g., interest rates)

GEMS® Models

The following is a list of the primary asset classes, instruments and financial variables modeled within GEMS®:

- Interest rates and non-defaultable bonds
- Equity indices and dividends
- Corporate bonds, credit spreads, prices and transition and default
- Sovereign debt, including spreads and defaults
- Inflation (core, medical, wage)
- GDP
- Unemployment
- U.S. Mortgage backed bonds
- U.S. Municipal bonds
- Covered Bonds
- Real Estate
- FX
- Multiple alternative investment indices (Private Equity, Emerging Market Equity, Debt, etc.)
- A wide range of derivatives on underlying
    - Interest rates
    - Equity indices
    - Inflation
    - FX rates

Yield Curve Modeling

The GEMS® Non-Defaultable Term Structure model is a multifactor stochastic model, where the level of the curve begins at current market values and tends towards long-term means over time.

The benchmark interest rate model implemented in GEMS® is an 3-factor affine square root model. Users may extend or reduce the number of factors in this model by modifying the parameter values. In this way, the simpler model of Cox-Ingersoll-Ross may be reproduced. The Vasicek model, while not of this form, may be approximated in this framework. This model has been chosen for the following reasons:

- Produces a more varied range of yield curve shapes than competing models
- The model is mean reverting
- Yields do NOT explode

- Closed and semi-closed form solutions for a wide variety of bonds and derivatives
- Stable estimation with Kalman filtering and maximum likelihood method is possible
- The model has both real world and risk neutral formulations
- Admits closed formula to predict the distributional moments of the model at future time horizons enabling simpler recalibration to user defined targets

With the three factors that are parameterized by default, GEMS® captures all major types of yield curve movement (shift, slope, curvature). The model has a close fit to observed market volatility and derivative prices, and can produce skewed distributions. The model also incorporates mean reversion and thereby produces stable but robust long-term simulations, as opposed to Market models such as Libor models, which often lead to explosive interest rates.

The model is based on the work of Cox, Ingersoll, and Ross, and contains the single-factor CIR model as a special case. The extensions in the model allow for a richer universe of yield curve shapes. The model has a close fit to observed market volatility and derivative prices, and can produce heavy-tailed and skewed distributions. The model also incorporates mean reversion, and, thereby, produces stable but robust long-term simulations. In addition, the shift parameters and time-heterogeneous parameters allow very low interest rate and negative interest rate scenarios to be produced.

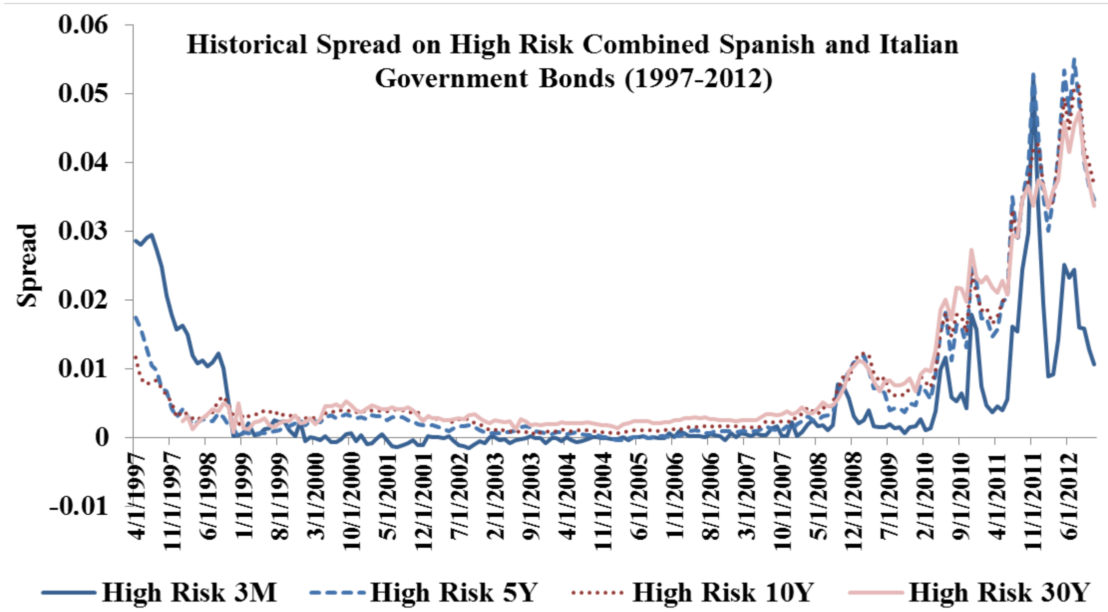
The instantaneous volatility in the GEMS® model (and all other commercially available ESG's) is static, however by virtue of the multi-factor square root diffusions in the model, measures such as rolling volatility, or the volatility of bond returns will appear stochastic and time-varying. For example, the GEMS® model is flexible enough to incorporate the fact that when interest rates are high, bond return volatilities are high.

The model performed extremely well during the 2008 crisis in terms of capturing the sudden drop to a low interest rate environment experienced during that time, as well as the return characteristics of bond indices and portfolios.

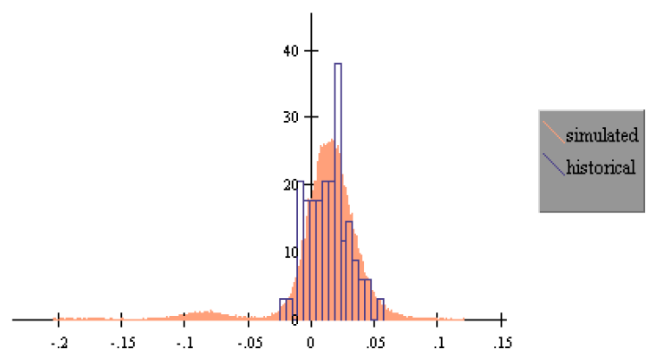
Defaultable Sovereign Debt Model

The events post 2007 brought back into focus the risks of investing in Sovereign debt, and the fact that movements in asset prices arise from a variety of sources including the potential of default. The potential for default has become of increasing interest to risk management practitioners, investment professionals and regulatory bodies around the world. In response to this the GEMS Economic Scenario Generator contains a model of defaultable sovereign debt. The model is based on extensive research of historical Sovereign debt defaults and restructuring, and is intended to give a realistic representation of how government debt portfolios respond to these events. The model is intended to give users a more complete and granular approach to assessing risk, making investment decisions and determining regulatory capital requirements than the current standard market approaches.

A model of non-defaultable debt, even one with built in high volatility, is structurally incapable of capturing the effects of Sovereign debt crises on a portfolio of such bonds. The GEMS Defaultable Sovereign Spread Model generates stochastic yield and spread term structures for both high and medium risk classes of Sovereign bonds corresponding to elevated and moderate levels of default probability and loss severity. As in the real market, default triggers a percentage of the invested capital to be lost at a specified loss rate. The model produces as output a term structure of yields and spreads. Spread dynamics such as those shown in figure 2 exhibiting long periods of active spreads followed by long periods of dormant spreads are faithfully reproduced by the model.



Historical spreads on different maturities of high risk Eurozone government bonds, based on a combined time series of Spanish and Italian bonds. Source: Conning/Bloomberg



The figure at right shows the return characteristics of the model compared to the historical weighted average returns of a portfolio of Spanish and Italian bonds. Clearly the bulk of the historical return distribution is well matched by the GEMS Defaultable Sovereign Spread Model. Additionally, the model has a clear tail structure which is driven by rare but severe default events within the bond portfolio. It is these types of events which are essential for understanding the risk profile of this asset class, and which cannot be captured by traditional non defaultable approaches. These combined features make the GEMS Defaultable Sovereign Spread Model the most realistic and robust model incorporated into any Economic Scenario Generator on the market.

Corporate Security Model (Corporate Bonds)

The GEMS® Corporate Security Model is based on a reduced-form approach that was first explored in a paper by Duffie and Singleton (see Duffie and Singleton, "Modeling Term Structures of Defaultable Bonds," The Review of Financial Studies, 1999). In this model, individual bonds are modeled and corporate yields are generated by adding the credit spreads to the corresponding treasury yield. The credit spread is driven by a default intensity process, which also determines each bond's rating and a liquidity process, enabling the levels of spreads observed in the last seven years to be captured and exceeded without overly inflating the implied default probability. The evolution of the default intensity determines the migration, if any, of a bond's rating from one class to another.

Bonds are rated in five categories, which are composites of the rating classes prevalent in the markets: AAA, AA, A, BBB and High Yield (includes everything BB and lower). The "market curve" for each rating category is fitted based on the modeled spreads of each individual bond in that category, much like the actual market curve is calculated.

Crucially, the default processes for the modeled bonds are linked through systemic risk drivers, both to other corporate bonds and to other market sectors. At the same time, each bond will have its own, idiosyncratic, default behavior. The proper calibration of the systemic and idiosyncratic risk processes creates realistic volatility, correlation and concentration risk dynamics.

This modeling approach offers two key advantages in modeling flexibility:

- The user can tailor the set of bonds modeled to match the characteristics of the portfolio being modeled (important since bonds of the same rating are not priced identically by the markets)

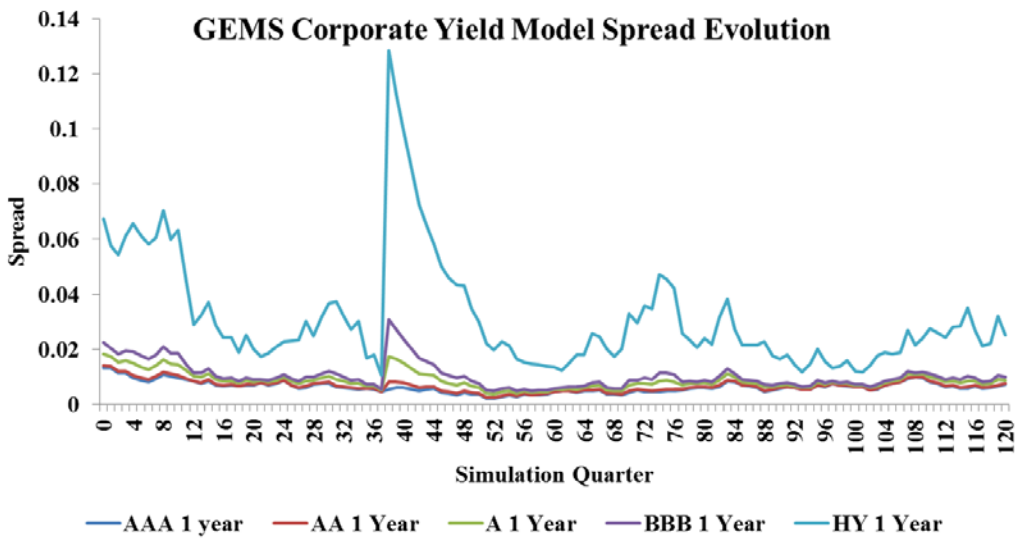
- The user can directly observe simulated effects of rating downgrades and defaults

There are several types of correlation structures accounted for in the GEMS® corporate bond model. The first is the correlation between credit spreads and the equity markets, such that as equity markets fall, credit spreads are seen on average to increase, both within GEMS® and within real market data. The second is the systematic correlation of all corporate bonds in the market. The GEMS® corporate bond model includes a systemic risk factor which causes the transition and default probabilities of individual bonds to increase when the entire market default rates increase; again this is also observed in real market data. Finally, there is correlation between the corporate bond markets of different economies such that credit events in one economy will have an impact on the probability of credit events in another economy.

Corporate Yield Model

The Corporate Yield Model is an arbitrage-free model for corporate bond prices which incorporates a systemic risk dynamic that faithfully captures severe market stresses. It is an alternative to the Corporate Security Model described above. In the Corporate Yield Model, corporate bonds are assigned a credit rating and each bond is then exposed to the risk of rating migration and default risk within a framework that generates sophisticated stochastic spread dynamics and captures market correlations with treasury and equity returns. The Corporate Yield Model may be used for real world applications and for risk-neutral market consistent embedded value (MCEV) applications. The Corporate Yield Model may be calibrated to all initial corporate market yield curves.

The Corporate Yield Model serves two primary purposes. First, it is a next-generation tool for risk-neutral MCEV applications which calibrates to the corporate bond market and incorporates sophisticated risk dynamics necessary to faithfully capture corporate bond market risk. Second, it also provides a robust model for real world applications that includes a jump process and stochastic transition matrix, thereby permitting users to include severe market stresses in their management of corporate bond investment risk. An example of an extreme path produced by the model for ratings AAA, AA, A, BBB and High Yields is shown below.



U.S. Municipal Security Model

The U.S. Municipal Security Model provides for a range of credit quality in modeling municipal bond positions and incorporates a systemic risk dynamic that faithfully captures severe market stresses. Municipal bonds are assigned by users to a given credit type and each bond is then exposed to the risk of default and credit spread dynamics that are characteristic of its type. The model produces a universe of municipal securities and the individual security data is aggregated to obtain representative yield curves just as is done in the real market. The model can be used for tax-exempt or taxable municipal securities. The systemic risk dynamic can be adjusted by the client to impose their own views on systemic market risk.

The model permits users to capture the broad range of credit quality that is available in the municipal bond market. Additionally, the model includes a realistic systemic risk dynamic that enables users to include severe market stresses in their management of municipal bond investment risk. Our clients are now able to model a wide range of municipal bond securities in a flexible framework which captures the risks they face in today's municipal bond market.

Equity Modeling

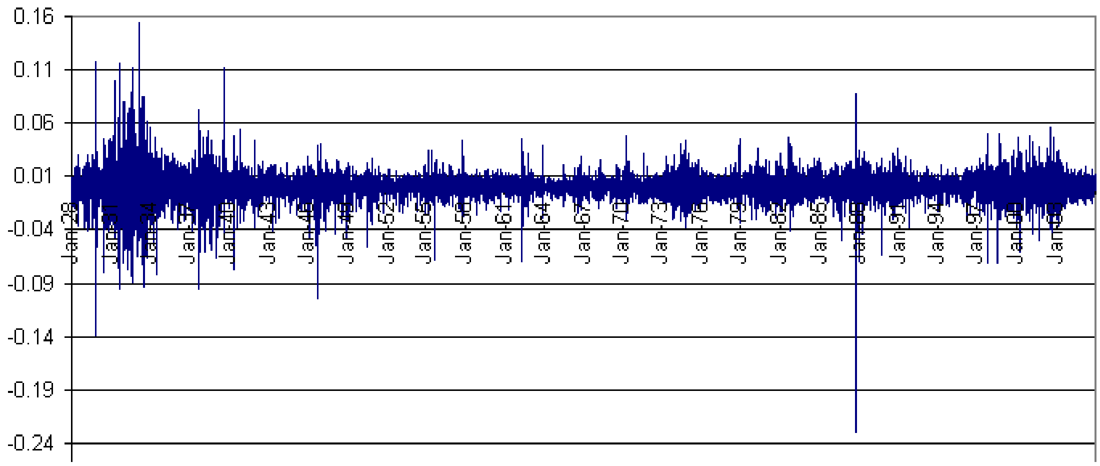
Modeling the real world behavior of equity markets accurately is critical to assessing the risk in investment portfolios and for uncovering weaknesses in hedging strategies. To reproduce stylized facts such as jump dynamics volatility persistence and the kinds of rare, but severe, drawdowns observed in times of crisis, it is necessary to use an equity model that combines stochastic volatility with a jump (SVJ) process. The SVJ model in GEMS® is based on the paper of Bates (2005) and is used to model large cap, mid cap and small cap equity indices as well as a range of specialized indices such as the NASDAQ. The core of the GEMS® model is driven by the following stochastic volatility jump-diffusion process:

$$\frac{dS_t}{S_t} = \mu_t dt + \sqrt{V_t} dW_t^{(1)} + dJ(V_t, t)$$

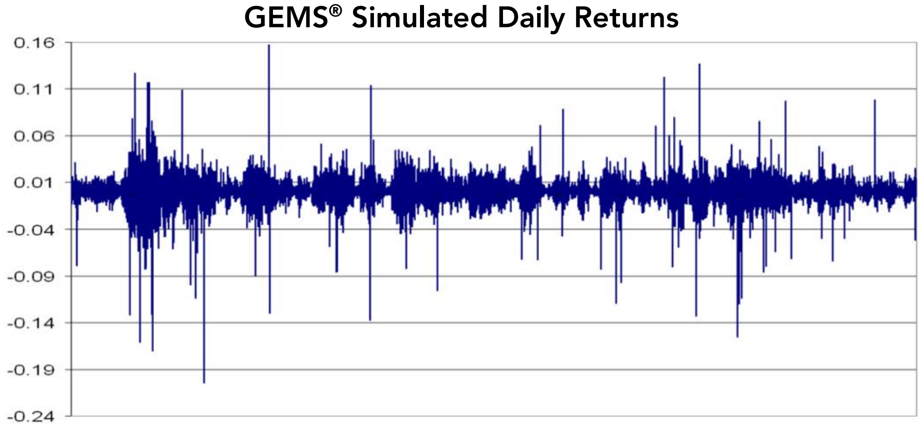
$$dV_t = (\alpha - \beta V_t)dt + \sigma\sqrt{V_t} dW_t^{(2)}$$

where the continuous movements in the equity index price and the stochastic volatility (governed by W(1) and W(2), respectively) are correlated Brownian motions such that when simulated equity markets fall volatility increases. Note also that the volatility enters into the jump process dJ, increasing the likelihood of jumps (e.g. crises) when volatility is high, leading to jump clustering in periods of high volatility. These effects can be seen if one considers the comparison below of daily equity returns for the S&P 500 and GEMS® simulated returns for the same index.

S&P500 Daily Returns 1926-2005



GEMS® Simulated Daily Returns



It is important to note that not all SVJ models are the same. There can be substantial differences in results, depending on how the model is parameterized. Poor parameterization will result in the model not being able to exhibit behavior consistent with actual historical stylized facts. The tremendous success of the GEMS® equity model depends on our ability to robustly parameterize the model so that the stochastic volatility and jump aspects of the model are balanced to reflect the true market behavior. This balance is achieved through the incorporation of advanced estimation techniques and validation based on deep histories of data to determine what tail effects are reasonable and desirable.

The GEMS® equities model enables users to more accurately capture the risks in equity investing. It helps prevent correlations from being under or overstated thus correctly stating the risk diversification benefits of investing in equity markets. GEMS® also captures the fact that equity markets correlation tends to be enhanced when markets experience elevated volatility which better positions you to weather the types of turmoil experienced in past economic crises.

Other Models

- Foreign exchange — The GEMS® foreign exchange model is a Heston-type model that incorporates stochastic volatility of FX rates as well as being arbitrage free and pricing a wide range of FX derivatives. In a risk-neutral context the model allows users to fit to a market FX option implied volatility surface and the model has been shown to capture higher order effects such as smile within these markets. This model represents a significant development over other widely available FX models in terms of the features already mentioned but also in its ability to produce reasonable FX behavior over long simulations.

- Inflation — GEMS® employs a continuous time model for inflation which is arbitrage free and transforms easily from the real world to the risk neutral measure as well as admitting closed form or semi-closed form solutions for the pricing of a wide range of inflation linked bonds and derivatives commonly traded in the market. The GEMS® continuous time arbitrage free inflation model, in addition to inflation, can also:

  - Produce the real term structure of interest rates
  - Produce market expectations of inflation
  - Price inflation linked bonds and derivatives
  - Couple with an econometric model to produce inflation sub-indices

- Derivatives — The pricing of derivatives within GEMS® is based on the Risk Neutral Valuation method (RNV) which calculates the price of the derivative as the expected payoff of the derivative in a risk neutral world, discounted at the risk free rate. In practice there are a number of approaches to the risk neutral valuation of derivatives, but the standard GEMS® approach is to implement models where the change of measure from real world to risk neutral can be made at the model level. Where appropriate GEMS® implements models in the Affine class which have well documented and well understood methodologies for the pricing of a wide range of derivatives (e.g. Duffie, Pan and Singleton, "Transform Analysis and Asset Pricing For Affine Jump Diffusions") and are known to outperform less sophisticated models particularly in the pricing of out-of-the-money options. GEMS® prices a market-leading range of derivatives including FRNs, interest rate swaps, inflation swaps, FX swaps, Agency CMOs, caps, floors, inflation linked caps, inflation linked floors, LPI swaps, reverse FRNs, swaptions and plain vanilla options on a wide range of underlying instruments.

Market Indices

Asset classes, specific indices or economies outside of the GEMS® core offering can be modeled using a flexible framework within GEMS® known as "Market Indices." GEMS® Market indices allows fast, efficient, and robust models to be built and imported directly into the system and used for the generation of either real-world or risk-neutral scenarios. The framework allows users to define an autoregressive (AR) or vector autoregressive (VAR) models and use other GEMS® "core" models (e.g. Equity or Interest Rate Models) as explanatory or exogenous variables (ARx and VARX). Items such as private equity, hedge funds, property, and mutual funds can and have in the past been modeled using the GEMS® market indices framework.

Models can either be built by the client or by the Conning professional services team. Alternatively, Conning offers training courses on building econometric models to support our clients in gaining the maximum benefits from this powerful tool.

Furthermore, users can write custom business logic by creating customized variables called User Values. These variables have access to all the other simulation variables created by GEMS® as well as all user inputs (e.g., company-specific holdings or inputs) from the Definition Editor, and the user can write Excel-like formulaic expressions using those inputs. Once created, these User Values can be used in various places inside the simulation, e.g., to create dynamic trading rules. They can also be stored in the simulation output for further analysis in the Query Tool, which provides an environment for open-ended query and analysis of the stored simulation data.

In addition, there is a great deal of flexibility built into GEMS® in terms of which asset models to run, which individual securities to model, which simulation output variables to store, and so on. These user values can be based on purely user-defined values or on values which are based upon or derived from standard GEMS® output, and these may also include advanced features such as the addition of a stochastic process.

Tail Events

Our models are chosen and calibrated such that simulated variables will exhibit the same dynamics as the variables have exhibited in the past. This not only includes the mean and standard deviation of returns, but also skewness and kurtosis. These statistics are captured in our validation reports. Further, the methods we use to model dependencies between variables enable us to capture non-linear relationships. Most notably, this approach captures the tail dependence that can occur, resulting in larger portfolio losses than those generated using simpler methods.

An economic scenario generator needs to capture the extreme events that are in the tail of the distribution, and these scenarios need to be realistic and plausible. GEMS® is able to simulate realistic tail risk events because of the structure of the stochastic models employed (e.g., models of equity and credit which contain correlated jump processes), and because of the long historical time periods used to calibrate the models. Our historical database includes highly stressed environments such as 1929, 1987, 1998 and 2008, so our calibrations are capable of reproducing such environments, and some even more extreme scenarios.

Additionally, GEMS® provides the ability for the user to impose specific user-defined stress scenarios for interest rates, credit markets, equity markets, inflation and currency exchange rates. Thereby, stress scenarios beyond anything observed in history can be run though the system and the effect on the company's business can be simulated.

The performance of GEMS® during the 2008 financial crisis bears out the ESG's ability to model extreme events, as the GEMS® team made several key model implementations prior to 2008 that meant that we captured the crisis exceptionally well. These included the implementation of a stochastic jump diffusion model for equity which captured the extreme tail behavior of equity returns, and a three-factor model for interest rates which captured a wide range of yield curve dynamics and the low interest rate environment that has been persistent since the crisis. For risk neutral applications, these models, coupled with our calibration technology, gave market-leading fits to the most challenging of volatility surfaces. It is our understanding that Conning's GEMS® was the only ESG provider to have the foresight to implement these models prior to 2008, which is a testament to our commitment and expertise in selecting and implementing the most appropriate models.

Parameterization and Validation

Conning provides a standard parameterization of the GEMS® real-world models every quarter. This calibration is based on a fitting process that incorporates the long-term history of the markets and economies we cover. Users may take delivery of any subset of available economies and the final scenarios will include realistic correlations between the chosen economies. GEMS® official parameterization includes updated starting conditions to reflect markets at the quarter end and a review of the long-term assumptions and parameters of the model (e.g., interest, equity, credit, inflation, unemployment, GDP, and FX). Targets are based on an analysis of the historical record in order to determine an unbiased estimator of a range of different behaviors (e.g., mean level, volatility, correlation, returns, etc.). These targets are usually based upon 55–65 years of data; however, longer data sets may be taken into consideration in order to inform expert judgment. Calibrated results are compared to these data to establish/demonstrate goodness of fit — this is contained in the Validation Report and represents our primary regular back-testing exercise.

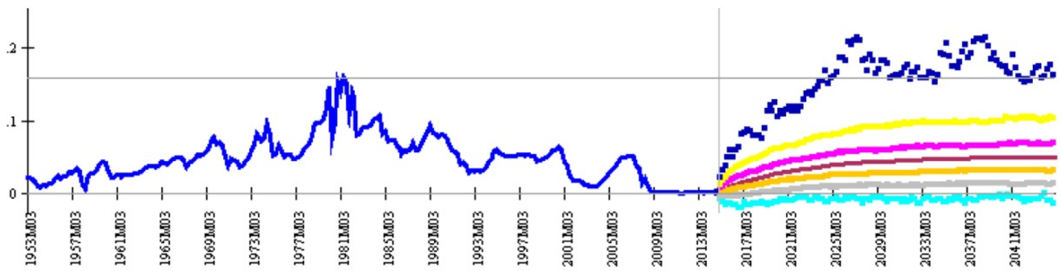
We explicitly recognize that, in the future, scenarios may emerge that fall outside the bounds of historical observations. In setting our calibration targets and validating our models, particular attention is paid to establishing volatility characteristics in the models that will produce extreme scenarios beyond those observed in the past. At the same time, we work to ensure that the tails of our models remain stable over long time horizons, i.e., we seek to achieve a robust level of volatility without simplistically dialing up volatility parameters.

The calibrations themselves are also continually validated. A Validation Report is provided with each quarterly real-world parameterization and comprises a standard cross-section of the analyses that are reviewed and reflected in the validation process. Collectively the Validation Report demonstrates the extent to which simulated economic data will be consistent with the starting conditions and the dynamics observed in the historical data. One of the intended uses of the Validation Report is that it will be included in a client's approval/acceptance process of each parameterization update. An example of one of our quarterly validation analytics (US government bond yield at the 3 month maturity) pages is shown below. We produce similar analyses for every variable in every economy, every quarter.

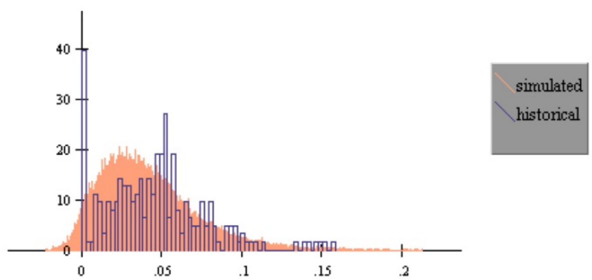
General

US Yield Treasury f1

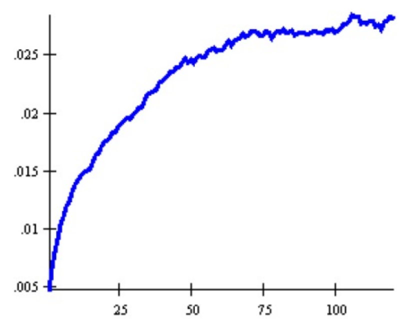
Historical and Simulated Data
US 1953-01-01:2014-12-31 + 2015Q1 for 120 periods



Histogram
US 1953-01-01:2014-12-31 + 2015Q1 for 120 periods



Cross Sectional Volatility Over Time

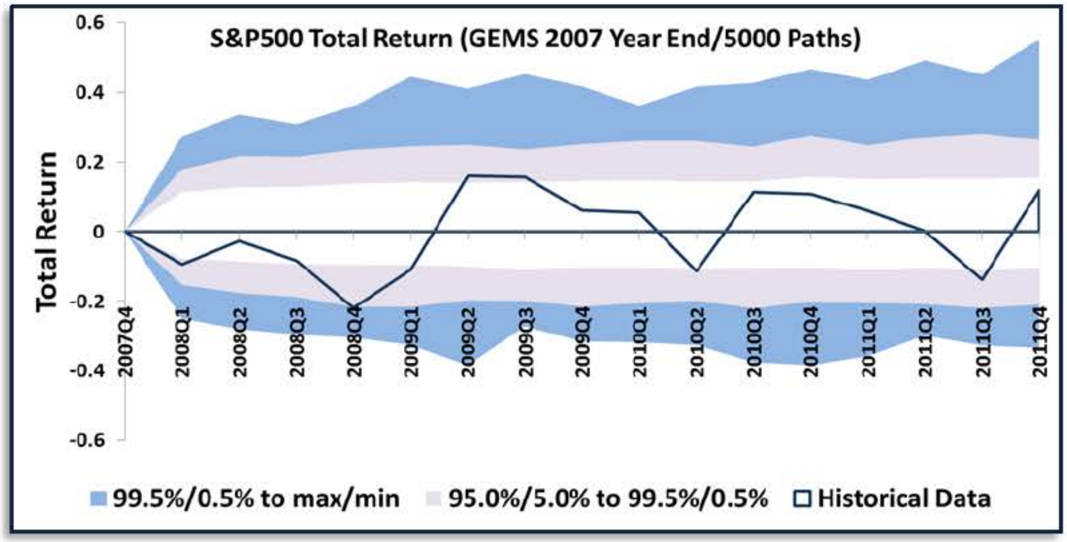


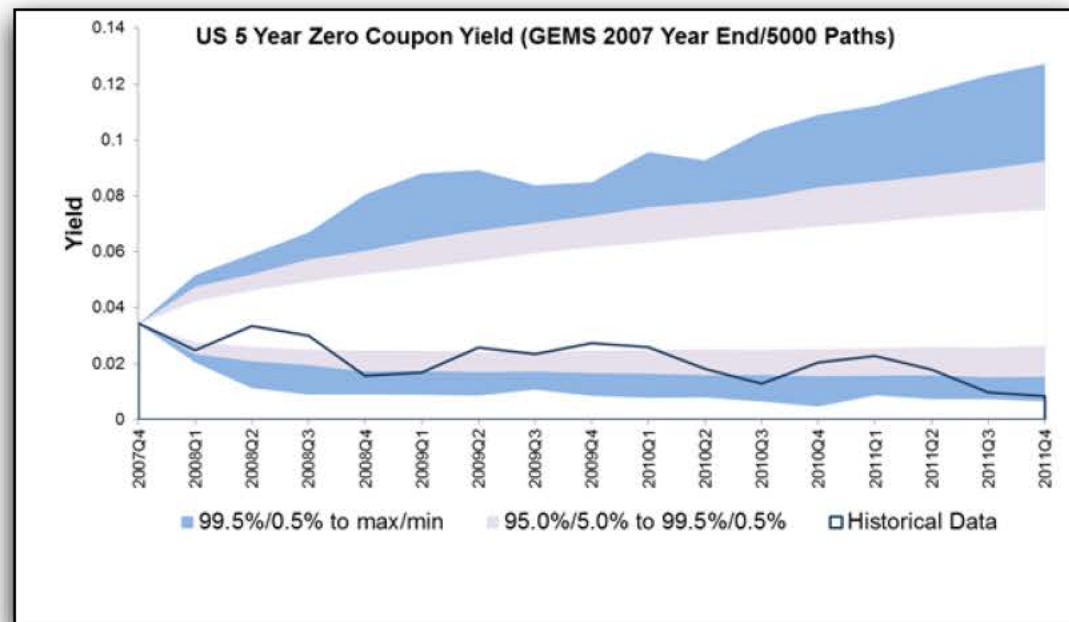
SIMULATED DATA: Path Length=120; No.Paths=1003; Freq.=4; Simulated Data Points=120360 HISTORICAL DATA: Sample Period=1953-01-01 to 2014-12-31; Historical Data Points=248

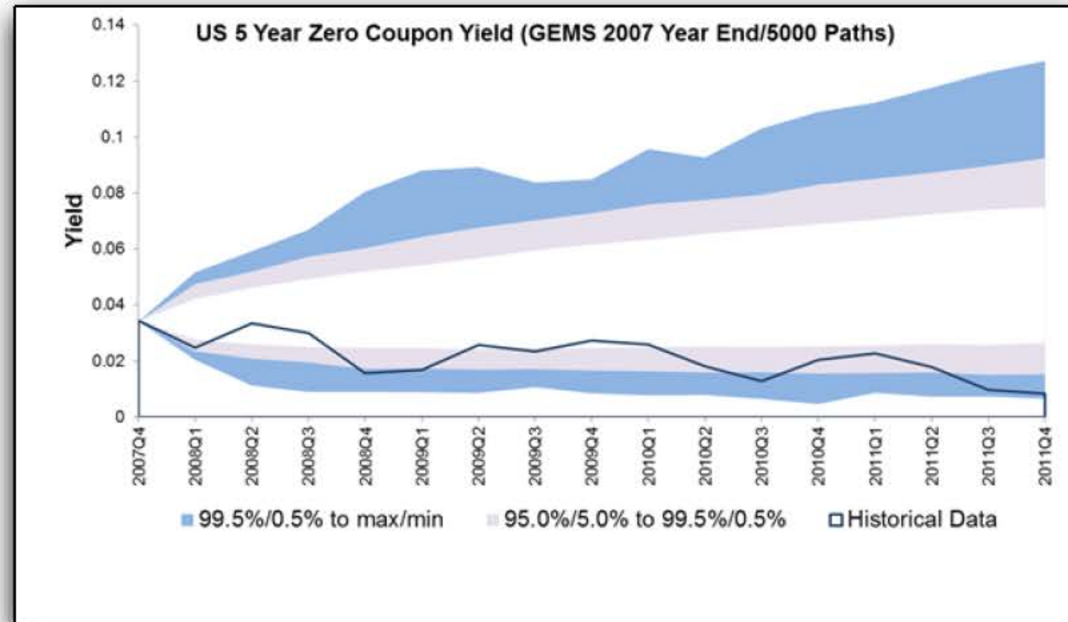
Series	Mean	Stnd.Dev.	Skewness	Kurtosis	Min	Max	%<0
Simulated	0.0387 (0.0203, 0.0620)	0.0220 (0.0129, 0.0362)	0.1889 (-0.5035, 0.8933)	2.5498 (1.7830, 3.5829)	-0.0037 (-0.0133, 0.0052)	0.0900 (0.0543, 0.1368)	0.0328 (0.0000, 0.1083)
Sim_Horzn	0.0488	0.0274	0.8068	4.0400	-0.0097	0.1786	0.0082
Historical	0.0460	0.0315	0.8798	4.2143	0.0002	0.1583	0.0000

Returns and inflation are continuously compounded quarterly growth. GDP is continuously compounded YY growth. Treasury 5 and 10 year yields (and their corresponding Term Spreads) are par coupon bond yields (spreads). Term Spreads are the 5 and 10 year spread over the 3 month rate. Except for Sim_Horzn, all entries are the means of the PATH statistics - bracketed entries are the 5th and 95th percentiles of the PATH statistics. For Sim_Horzn, the entries are the means of the TIME statistics for the last 10 years (or what is available) of the simulation.
Under Adjusted Returns premium: risk premium=equity return over default free 7-10 year bond returns; default premium=10+ year corporate bond returns over default free 7-10 year bond returns; horizon premium=default free 7-10 year bond returns over to 3 month default free return.
Under Adjusted Returns real: The series are returns/rates net of inflation. long corporate=10+ year corporate returns; long bond=default free 7-10 year bonds returns; short rate=3 month default free return.

We have also performed back-testing of GEMS® projections vs. actual outcomes for a range of variables. The following graphs are examples of some validation:







Source: Bloomberg & GEMS® simulations

Each graph shows the actual outcome for a key market measure (S&P 500 Index and Investment Grade Composite Bond Returns) as a solid line, and confidence intervals based on ex-ante GEMS® projections based on starting conditions as of year-end 2005, 2006 and 2007. The confidence intervals range from the 0.5% to 99.5% probability levels. *In each case, the actual outcome, while extreme, was within the range of outcomes projected by GEMS®. For ALM and risk management purposes, this means that the ESG was robust in the sense that a company could have seen the potential for the extreme event ahead of time.*

Recalibration and Sensitivity Analysis

In GEMS® real world calibrations, there is a great deal of customization available to perform sensitivity analysis or impose a client's own view. There is a variety of tools available, which vary in their level of complexity and in their suitability to different tasks. These tools can be grouped into the following functions: modifying GEMS® parameterizations, replacing GEMS® scenarios pre-simulation, adjusting GEMS® Scenarios post-simulation (path filtering & reweighting).

Monte Carlo Simulation

The GEMS[1] projection is uses a pseudo-random to generate a reasonable set of economic scenarios. While there are numerous steps involved in this complex process, this document will focus on three key components:

- Generating independent, unit normal random variables
- Converting those unit normals into correlated variables, where necessary
- Converting those unit normals into the final desired distributions

Generating independent, unit normal random variables

There are numerous situations throughout GEMS that require a random variable. Essentially, anywhere that GEMS needs to simulate a distribution, it needs at least one random variable. But, not every calculation in GEMS is from a distribution. Consider the case of Treasury bonds module. In that module, the first step is generating the Treasury Yield curve. The actual dynamics of that process is based on three state variables.[2] The equations for each of these state variables are a continuous time model. Thus, in order to generate the final state variables we need, we need to integrate the model over some time step. Based on Conning's testing, we currently do this integration over 48 subperiods in order to ensure that the resulting distribution is aligned with the true distribution that this model is designed to generate. As a result, each year of simulated Treasury Yields requires a series of 144 random variables (i.e. 3 states * 48 subperiods).[3]

Despite the large number of random variables for this one process, it is worth noting that there are non-random parts of this process. For example, GEMS also generates returns on Treasury bonds. While the generation of random Treasury Yields is a key part of this process, the actual conversion of these Yields into Returns is a straight forward process that only relies on 1. the starting Yield curve, 2. the ending Yield curve and 3. the characteristics (e.g. years to maturity, coupon yield) of the bond. This is necessary to ensure that the Returns for different Treasury Bonds, say 5- and 10-Year Treasuries, are consistent with each other across all scenarios.

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[1] GEMS is the Economic Scenario Generator (ESG) portion of the Conning Software. It is included in both the FIRM and ADVISE versions of the platform, as well.

[2] Specifically, the GEMS Treasury model is an affine model. In this class of models, the system generates underlying variables (i.e. state variables here) that get converted into the final desired results (i.e. the Treasury Yield curve).

[3] To find out more about the pseudo-random process that GEMS uses to actually generate these values, please refer to the Tech Brief on Random Processes in Conning's Software Documentation Library (SDL).

Adding Correlation

Arguably, one of the most important components of an Economic Scenario Generator is how it creates relationships between variables. For example, without meaningful relationships between Asset Classes, simulated Portfolio Returns can look unreasonable, even if all the underlying Asset Class returns are reasonable. Within GEMS, the majority of these relationships are generated through the Cascade structure. Essentially, as part of the model selection and calibration process, Conning's Quantitative Finance Team has developed direct functional relationships between difference parts of the Economic Scenario process. For example, the Inflation model directly borrows the 3 state variables that are generated as part of the Treasury process (see above). This allows GEMS to create much more robust relationships between linked portions of the Economic Scenarios than simple correlation will allow.

That being said, there are still parts of the simulation process where the correlation needs to be further adjusted[4]. For those cases, GEMS uses a correlation matrix. For example, the screen shot below shows a portion of the correlation matrix between different equity subindicies:

	LCP	LCD	LCV	MCP	MCD	MCV	BCP	BCD	BCV	SCP	SCD	SCV
LCP	1.0000	-0.0000	-0.0000	0.0000	-0.0000	-0.0000	0.0000	0.0000	0.0000	0.0000	-0.0000	-0.0000
LCD	-0.1722	1.0000	0.0000	-0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	-0.0000	0.0000	0.0000
LCV	-0.4980	0.2074	1.0000	-0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	-0.0000	0.0000	0.0000
MCP	0.9394	-0.2078	-0.4609	1.0000	-0.0000	-0.0000	0.0000	0.0000	0.0000	0.0000	-0.0000	-0.0000
MCD	-0.1396	0.9268	0.2737	-0.2179	1.0000	0.0000	0.0000	0.0000	0.0000	-0.0000	0.0000	0.0000
MCV	-0.5575	0.3630	0.9092	-0.5313	0.4082	1.0000	0.0000	0.0000	0.0000	-0.0000	0.0000	0.0000
BCP	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	1.0000	0.0000	0.0000	0.0000	0.0000	0.0000
BCD	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	1.0000	0.0000	0.0000	0.0000	0.0000
BCV	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	1.0000	0.0000	0.0000	0.0000
SCP	0.9731	-0.2190	-0.4518	0.9642	-0.2226	-0.5320	0.0000	0.0000	0.0000	1.0000	-0.0000	-0.0000
SCD	-0.2488	0.6967	0.4597	-0.2631	0.7581	0.6286	0.0000	0.0000	0.0000	-0.3052	1.0000	0.0000
SCV	-0.5068	0.3219	0.8832	-0.4775	0.3871	0.9637	0.0000	0.0000	0.0000	-0.4874	0.6399	1.0000
OTP	0.9454	-0.0985	-0.4789	0.8849	-0.0467	-0.5141	0.0000	0.0000	0.0000	0.9287	-0.1196	-0.4399
OTD	-0.4409	0.4618	0.5221	-0.4034	0.3222	0.4892	0.0000	0.0000	0.0000	-0.3456	0.1960	0.3801
OTV	-0.4684	0.0512	0.9307	-0.4291	0.1108	0.8551	0.0000	0.0000	0.0000	-0.4014	0.3231	0.8153

Figure 1: US Equity Correlations[5]

There are two approaches that are used within GEMS in order to convert the independent, unit normals created in the first step into correlated, unit normals. For simple matrices, the model uses an approach called Cholesky decomposition[6]. Essentially, given a vector of unit normals $\boldsymbol{v}$ and a matrix $\boldsymbol{C}$, if we can find a matrix $\boldsymbol{L}$ such that $\boldsymbol{C} = \boldsymbol{L} * \boldsymbol{L}^T$, then $\boldsymbol{L}^T * \boldsymbol{v}$ will have the desired correlation matrix, but will still be unit normals.

[4] Typically, items are either related through only one of these two methods. For example, the cascade relationship is the only one between Treasuries and Inflation. Between equities, on the other hand, the correlation is entirely done through this correlation matrix approach.

[5] This matrix reflects the correlation matrix that was used as of December 31, 2016. It covers the four US equity indices natively modeled by GEMS: S&P 500 (**L**arge Cap), S&P Mid Cap (**M**id Cap), Russell 2000 (**S**mall Cap) and the NASDAQ (**O**ther Cap). For each index, the three rows correspond to **P**rice, **D**ividend and **V**olatility sources of randomness.

[6] For more details about this process, visit https://en.wikipedia.org/wiki/Cholesky_decomposition.

Unfortunately, this process doesn't work in all situations. Specifically, we need the matrix C to be positive definite. Meeting this condition can becomes very difficult as matrices increase in size, such as when GEMS tries to create correlations between 70+ variables for the full Equity simulation across 20+ economies. In order to ensure that the process still runs in these situations, GEMS has a two step process to handle these complex situations. First, it uses a search algorithm to find a matrix which is close to C which is positive definite. Once that matrix is found, first approach is applied with this adjusted matrix. This approach ensures that the model will successfully run while respecting the input correlated matrix.

Converting to the Final Distribution

Once the unit normals have been successfully correlated, there is still one final step in the simulation process: converting into the final distribution. For defined distributions, this process is fairly straight forward: find a function which maps the pth percentile of the unit normal to the pth percentile of the desired distribution.[7] For stochastic equations, the approach is a little more complicated (e.g. it involves estimating the integral over a specified period of time), but it essentially boils down to this same idea. The big advantage of this approach is that it ensures that the final distribution has the desired shape.[8]

The major disadvantage of this approach is that it alters the meaning of the correlation matrix. Specifically, because the correlation matrix is being applied before the transformation, the final distributions may have a different correlation. The GEMS calibration process handles this via an iterative process: determine a target correlation for the final distributions, estimate a correlation value for the underlying process(es), determine the actual correlation of the final distributions, adjust the parameters and repeat the process, as necessary. While this does make the estimation procedure more complicated, the tractability of the final simulation process makes this approach much more attractive.

[7] For simplicity purposes, this function is often broken down into two steps: 1. map from the unit normal to the uniform distribution and 2. use the inverse of the cumulative distribution function of the final distribution to make the final transformation.

[8] For more details about this process, visit https://en.wikipedia.org/wiki/Inverse_transform_sampling.

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- **Provide the components of the target portfolio used in the projections, expressed in terms of the asset classes used for setting the plan's investment policy.**

Asset Class	Weighting
US Equity—Large Cap Core	25%
US Equity—Mid Cap Growth	6%
US Equity—Small Cap Value	5%
Non-US Equity—Broad	4%
Global Low Volatility	6%
US Fixed Income—Core	24%
US Fixed Income—High Yield	5%
Cash Equivalents	2%
Real Estate—Core	15%
Commodities	2%
Private Equity—Fund of Funds	6%

- **Allocate the components of the target portfolio among the asset classes listed below. If the target portfolio includes an asset class not included in the list, identify that asset class and its portfolio weight, and include that asset class in the asset class listed below that it most closely resembles in terms of the expected net return, standard deviation, and correlations.**

Asset Class	Weighting
US Equity—Large Cap	28%
US Equity—Small/Mid Cap	11%
Non-US Equity—Developed	6%
Non-US Equity—Emerging	1%
US Corporate Bonds—Core	24%
US Corporate Bonds—Long Duration	0%
US Corporate Bonds—High Yield	5%
Non-US Debt—Developed	0%
Non-US Debt—Emerging	0%
US Treasuries (Cash Equivalents)	2%
TIPS (Inflation-Protected)	0%
Real Estate	15%
Hedge Funds	0%
Commodities	2%
Infrastructure	0%
Private Equity	6%

The above allocation represented the actual asset allocation of the Pension Fund at the time the asset allocation studies were prepared, rounded to the nearest percent. Please note that the Pension Fund has a 6% target allocation to global low volatility stocks. For the purposes of this table, the allocation was split evenly between US Equity-Large Cap and Non-US Equity-Developed.

- **If the mix of assets for the target portfolio differs from the current mix of assets, identify the extent of the difference and explain the reason for the difference.**

The current asset mix as of 10/31/2017 is within +/- 3.5% of the asset mix on the prior page. The difference is either due to rounding, market movement, or cash needs over the past several months since the studies were prepared.

- **If the mix of assets is expected to vary over time, explain how and why the mix of assets is expected to vary.**

Over time, the Pension Fund's allocation to Private Equity will be reduced as the current allocation matures and distributes capital back to the Pension Fund. The Pension Fund also expects the allocation to Real Estate to decrease slightly over time due to ongoing cash needs.

- **If the net investment return assumptions used for the deterministic projections are based on the expected returns for the various asset classes, provide:**

  - **The expected geometric and arithmetic return, net of fees, for each asset class;**

  - **The standard deviation of returns for each asset class;**

  - **The correlations for the returns among the asset classes; and**

  - **To the extent that the net investment return assumptions for the asset classes vary over time but the investment return assumptions used for the deterministic projections do not, a description of how the investment return assumptions used for the deterministic projections take into account the assumed amount of plan assets (which reflect prior negative or positive assumed cash flows) over time.**

As previously mentioned, Marquette's asset allocation studies are not deterministic projections, but rather stochastic projections of asset class performance across a variety of economic and market environments, which capture a diverse set of market returns, including notable down markets, as well as bull runs. The software is based on a Monte Carlo simulation of macroeconomic factors, which are used to model monthly return outcomes of capital markets. The formal name of this process is Markov Analysis, as it analyzes the tendency of one event to be followed by another. These simulations naturally create distributions for asset class returns over each monthly simulation.

Though many providers utilize a deterministic building block approach, they do not offer a true "stochastic" view of potential market outcomes and largely ignore skewed distributions and tail events which feature large market losses. Additionally, they rely on static correlations which do not exist in practice. The Markov-chain simulations allow for a more true simulation of market returns and critically, dynamic correlations between asset classes as market conditions change.

The tables on the next page highlight the simulated capital market returns and volatility for the asset classes in the most recent asset allocation study provided. It is important to note the data below represents output from the simulations generated by the software, and not deterministic views of future capital market performance. The first column is the average annualized 10 and 20-year return of all the simulations. The studies use a geometric average. The second column is the average annualized 10 and 20-year volatility of all the simulations. Note that this is not the same as the standard deviation of the distribution of the possible annualized 10 and 20 year returns. The last three columns indicate the annualized 10 and 20-year returns for the 25th, 50th, and 75th percentile; the higher the percentile, the better the performance.

Asset Class	Average 10 Year		10 Year Annualized Returns		
	Annualized Return	Annualized Volatility	25th Percentile	50th Percentile	75th Percentile
Broad Fixed Income	2.8%	4.3%	2.3%	2.7%	3.3%
High Yield	4.9%	6.2%	3.7%	4.3%	5.0%
91 Day T-Bills	1.6%	1.3%	0.3%	0.9%	1.7%
US Large-Cap Core	7.1%	17.9%	3.1%	7.3%	11.3%
US Mid-Cap Growth	7.5%	20.2%	3.1%	7.5%	11.7%
US Small-Cap Value	8.0%	22.6%	3.0%	8.3%	13.0%
Global Low Volatility	6.8%	12.9%	3.8%	6.8%	9.9%
Developed Large-Cap	7.4%	22.6%	2.2%	7.1%	12.2%
Emerging Market	8.5%	31.4%	0.7%	8.3%	15.3%
Real Estate - Core	7.4%	5.3%	6.2%	7.5%	9.1%
Commodities	4.5%	21.8%	-0.2%	4.5%	9.5%
Private Equity - Fund of Funds	11.1%	11.4%	8.7%	11.2%	13.5%

Asset Class	Average 20 Year		20 Year Annualized Returns		
	Annualized Return	Annualized Volatility	25th Percentile	50th Percentile	75th Percentile
Broad Fixed Income	3.3%	5.3%	2.5%	2.8%	3.5%
High Yield	5.3%	7.5%	4.2%	4.7%	5.7%
91 Day T-Bills	1.8%	2.0%	0.8%	0.9%	2.0%
US Large-Cap Core	7.1%	18.1%	4.1%	7.1%	10.0%
US Mid-Cap Growth	7.6%	20.2%	4.2%	7.6%	10.9%
US Small-Cap Value	8.1%	22.7%	4.5%	8.3%	11.7%
Global Low Volatility	6.9%	12.9%	4.9%	6.7%	9.0%
Developed Large-Cap	7.3%	22.7%	3.9%	7.2%	10.7%
Emerging Market	8.3%	31.9%	2.8%	8.3%	13.4%
Real Estate - Core	7.4%	5.4%	6.4%	7.4%	8.4%
Commodities	4.2%	21.9%	0.8%	4.0%	7.6%
Private Equity - Fund of Funds	11.2%	11.4%	9.5%	11.2%	13.0%

- **Provide the inflation rate or rates inherent in the net investment returns.**

In terms of inflation, as stated in a prior response, Marquette does not utilize a building block approach; rather, the expected inflation is implicitly reflected in the expected nominal returns for each asset class. Though not an explicit output of the model, inflation is projected at 1.7% 10 years and 2.3% over 20 years.

- **Provide the investment-related expense inherent in the net investment return for the target portfolio, expressed as a percentage of that portfolio.**

Marquette uses index data in its asset allocation simulations; as a result, the expected returns do not reflect active management fees, nor do they reflect any expected benefit from using an active investment approach.

About Marquette Associates

Marquette Associates is an independent investment consulting firm that helps institutions guide investment programs with a focused three-point approach and carefully researched advice. For more than 30 years Marquette has served this mission in close collaboration with clients – enabling institutions to be more effective investment stewards. Marquette is a completely independent and 100% employee-owned consultancy founded with the sole purpose of advising institutions. For more information, please visit www.marquetteassociates.com.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 25.1

Addendum 3 to Appendix B

Appendix B
Addendum 3
Southwest Ohio Regional Council of Carpenters Pension Plan

Table of Contents

Exhibit I: Turnover Rates
Southwest Ohio Regional Council of Carpenters Pension Plan

Turnover Rates by Age and Service

Age	Rates by service			
	0	1	2	>=3
15	35.00%	35.00%	35.00%	1.63%
16	35.00%	35.00%	35.00%	3.35%
17	35.00%	35.00%	35.00%	4.90%
18	35.00%	35.00%	35.00%	6.27%
19	35.00%	35.00%	35.00%	7.49%
20	35.00%	35.00%	35.00%	8.55%
21	35.00%	35.00%	35.00%	9.47%
22	35.00%	35.00%	35.00%	10.26%
23	35.00%	35.00%	35.00%	10.91%
24	35.00%	35.00%	35.00%	11.45%
25	35.00%	35.00%	35.00%	11.88%
26	35.00%	35.00%	35.00%	12.20%
27	35.00%	35.00%	35.00%	12.44%
28	35.00%	35.00%	35.00%	12.58%
29	35.00%	35.00%	35.00%	12.65%
30	35.00%	35.00%	35.00%	12.65%
31	35.00%	35.00%	35.00%	12.59%
32	35.00%	35.00%	35.00%	12.47%
33	35.00%	35.00%	35.00%	12.32%
34	35.00%	35.00%	35.00%	12.12%
35	35.00%	35.00%	35.00%	11.90%
36	35.00%	35.00%	35.00%	11.66%
37	35.00%	35.00%	35.00%	11.41%
38	35.00%	35.00%	35.00%	11.16%
39	35.00%	35.00%	35.00%	10.91%
40	35.00%	35.00%	35.00%	10.68%
41	35.00%	35.00%	35.00%	10.47%
42	35.00%	35.00%	35.00%	10.30%
43	35.00%	35.00%	35.00%	10.16%
44	35.00%	35.00%	35.00%	10.07%
45	35.00%	35.00%	35.00%	10.03%
46	35.00%	35.00%	35.00%	10.06%
47	35.00%	35.00%	35.00%	10.17%
48	35.00%	35.00%	35.00%	10.35%
49	35.00%	35.00%	35.00%	10.63%
50	35.00%	35.00%	35.00%	11.00%
51	35.00%	35.00%	35.00%	11.47%
52	35.00%	35.00%	35.00%	12.07%
53	35.00%	35.00%	35.00%	12.78%
54	35.00%	35.00%	35.00%	13.63%
55	35.00%	35.00%	35.00%	14.61%
56	35.00%	35.00%	35.00%	15.75%
57	35.00%	35.00%	35.00%	17.04%
58	35.00%	35.00%	35.00%	18.49%
59	35.00%	35.00%	35.00%	20.12%
60	35.00%	35.00%	35.00%	21.93%
61	35.00%	35.00%	35.00%	23.93%
62	35.00%	35.00%	35.00%	26.12%

Age	Rates by service			
	0	1	2	>=3
63	35.00%	35.00%	35.00%	0.00%
64	35.00%	35.00%	35.00%	0.00%
65	35.00%	35.00%	35.00%	0.00%
66	35.00%	35.00%	35.00%	0.00%
67	35.00%	35.00%	35.00%	0.00%
68	35.00%	35.00%	35.00%	0.00%
69	35.00%	35.00%	35.00%	0.00%
70	35.00%	35.00%	35.00%	0.00%
71	35.00%	35.00%	35.00%	0.00%
72	35.00%	35.00%	35.00%	0.00%
73	35.00%	35.00%	35.00%	0.00%
74	35.00%	35.00%	35.00%	0.00%
75	35.00%	35.00%	35.00%	0.00%
76	35.00%	35.00%	35.00%	0.00%
77	35.00%	35.00%	35.00%	0.00%
78	35.00%	35.00%	35.00%	0.00%
79	35.00%	35.00%	35.00%	0.00%
80	35.00%	35.00%	35.00%	0.00%
81	35.00%	35.00%	35.00%	0.00%
82	35.00%	35.00%	35.00%	0.00%
83	35.00%	35.00%	35.00%	0.00%
84	35.00%	35.00%	35.00%	0.00%
85	35.00%	35.00%	35.00%	0.00%
86	35.00%	35.00%	35.00%	0.00%
87	35.00%	35.00%	35.00%	0.00%
88	35.00%	35.00%	35.00%	0.00%
89	35.00%	35.00%	35.00%	0.00%
90	35.00%	35.00%	35.00%	0.00%
91	35.00%	35.00%	35.00%	0.00%
92	35.00%	35.00%	35.00%	0.00%
93	35.00%	35.00%	35.00%	0.00%
94	35.00%	35.00%	35.00%	0.00%
95	35.00%	35.00%	35.00%	0.00%
96	35.00%	35.00%	35.00%	0.00%
97	35.00%	35.00%	35.00%	0.00%
98	35.00%	35.00%	35.00%	0.00%
99	35.00%	35.00%	35.00%	0.00%
100	35.00%	35.00%	35.00%	0.00%
101	35.00%	35.00%	35.00%	0.00%
102	35.00%	35.00%	35.00%	0.00%
103	35.00%	35.00%	35.00%	0.00%
104	35.00%	35.00%	35.00%	0.00%
105	35.00%	35.00%	35.00%	0.00%
106	35.00%	35.00%	35.00%	0.00%
107	35.00%	35.00%	35.00%	0.00%
108	35.00%	35.00%	35.00%	0.00%
109	35.00%	35.00%	35.00%	0.00%
>=110	35.00%	35.00%	35.00%	0.00%

Exhibit II: Disability and Retirement Rates
Southwest Ohio Regional Council of Carpenters Pension Plan

Disability rates

Age	Rate	Age	Rate
15	0.06%	38	0.24%
16	0.08%	39	0.26%
17	0.08%	40	0.28%
18	0.08%	41	0.32%
19	0.10%	42	0.34%
20	0.10%	43	0.36%
21	0.10%	44	0.38%
22	0.10%	45	0.42%
23	0.12%	46	0.46%
24	0.12%	47	0.50%
25	0.12%	48	0.54%
26	0.12%	49	0.60%
27	0.14%	50	0.66%
28	0.14%	51	0.72%
29	0.14%	52	0.80%
30	0.14%	53	0.88%
31	0.16%	54	1.00%
32	0.16%	55	1.10%
33	0.18%	56	1.22%
34	0.18%	57	1.40%
35	0.20%	58	1.58%
36	0.22%	59	1.74%
37	0.24%	>=60	0.00%

Retirement rates

Actives		Terminated Vested	
Age	Rate	Age	Rate
=<54	0%	=<54	0%
55	20%	55	5%
56	15%	56	5%
57	15%	57	5%
58	15%	58	5%
59	10%	59	5%
60	10%	60	5%
61	25%	61	30%
62	35%	62	30%
63	20%	63	20%
64	25%	64	20%
65	50%	65	20%
66	50%	66	20%
67	50%	67	20%
68	50%	68	20%
69	50%	69	20%
>=70	100%	>=70	100%

Exhibit III: Development of Payment Form Election Assumption
Southwest Ohio Regional Council of Carpenters Pension Plan

Payment Form*	Actives	Disabled	Terminated Vested	Total	% of Total	Assumption	Optional Forms Included in Proposed Plan Amendment
Joint & 50% Survivor	17	3	12	32	9.4%	10%	16%
Joint & 100% Survivor	34	5	72	111	32.6%	30%	32%
Life Annuity	54	16	82	152	44.6%	45%	52%
Joint & 75% Survivor	8	2	4	14	4.1%	5%	0%
10 C&C	13	0	19	32	9.4%	10%	0%
Total	126	26	189	341	100%	100%	100%

*Based on participant data from January 1, 2012 to January 1, 2017

Exhibit IV: Assumptions Used to Fill in Missing Data
Southwest Ohio Regional Council of Carpenters Pension Plan

Data field	Assumption used	Status applicable
Member's Date of Birth	Valuation date - (30+Vesting Service)	For all actives and terminated vested participants
Member's Date of Birth	Valuation date - (60+Vesting Service)	For current beneficiaries
Member's Sex	Male	Applies to everyone
Beneficiary's Date of Birth	Member's Date of Birth +/- 3 years (plus (+) 3 years if member is a female, minus (-) 3 years if member is a female)	For all terminated vested participants or participants with Joint & Survivor payment forms
Date of Hire	Valuation date - Vesting Service	For all actives

Exhibit V: Termination Decrement Study
Southwest Ohio Regional Council of Carpenters Pension Plan

Service	Near age	Exposed	Actual Terminations	Expected Terminations	Actual q's	Expected q's	Ratio: Actual over Expected
<3	**<15**	0	0	0	0.000000	0.000000	0
	15	0	0	0	0.000000	0.000000	0
	16	0	0	0	0.000000	0.000000	0
	17	0	0	0	0.000000	0.000000	0
	18	0	0	0	0.000000	0.000000	0
	19	11	0	3.3	0.000000	0.299810	0
	20	33	7	9.89	0.212121	0.299809	0.708
	21	48	18	14.39	0.375000	0.299807	1.251
	22	41	15	12.29	0.365854	0.299806	1.22
	23	44	10	13.19	0.227273	0.299774	0.758
	24	49	16	14.69	0.326531	0.299772	1.089
	25	50	13	14.99	0.260000	0.299771	0.867
	26	55	14	16.49	0.254545	0.299767	0.849
	27	48	14	14.39	0.291667	0.299736	0.973
	28	46	7	13.79	0.152174	0.299735	0.508
	29	39	19	11.69	0.487179	0.299732	1.625
	30	41	12	12.29	0.292683	0.299688	0.977
	31	260	109	77.91	0.419231	0.299648	1.399
	32	71	21	21.27	0.295775	0.299637	0.987
	33	55	21	16.48	0.381818	0.299598	1.274
	34	50	12	14.98	0.240000	0.299590	0.801
	35	52	19	15.58	0.365385	0.299549	1.22
	36	35	8	10.48	0.228571	0.299508	0.763
	37	47	11	14.08	0.234043	0.299470	0.782
	38	38	16	11.38	0.421053	0.299464	1.406
	39	43	16	12.88	0.372093	0.299431	1.243
	40	35	18	10.48	0.514286	0.299394	1.718
	41	32	13	9.58	0.406250	0.299329	1.357
	42	22	7	6.58	0.318182	0.299292	1.063
	43	21	10	6.28	0.476190	0.299252	1.591
	44	23	6	6.88	0.260870	0.299213	0.872
	45	32	8	9.57	0.250000	0.299144	0.836
	46	43	18	12.86	0.418605	0.299074	1.4
	47	40	15	11.96	0.375000	0.299002	1.254
	48	34	15	10.16	0.441176	0.298930	1.476
	49	20	6	5.98	0.300000	0.298827	1.004
	50	33	13	9.86	0.393939	0.298726	1.319
	51	17	4	5.08	0.235294	0.298603	0.788
	52	22	10	6.57	0.454545	0.298450	1.523
	53	19	3	5.67	0.157895	0.298296	0.529
	54	26	10	7.75	0.384615	0.298079	1.29
	55	18	5	5.36	0.277778	0.297864	0.933
	56	21	8	6.25	0.380952	0.297591	1.28
	57	10	3	2.97	0.300000	0.297231	1.009
	58	9	3	2.67	0.333333	0.296856	1.123
	59	8	4	2.37	0.500000	0.296527	1.686
	60	5	2	1.49	0.400000	0.298994	1.338
	61	6	2	1.79	0.333333	0.298820	1.115
	62	6	3	1.79	0.500000	0.298672	1.674
	63	1	0	0.3	0.000000	0.298484	0
	64	3	1	0.89	0.333333	0.298315	1.117
	65+	1	0	0.3	0.000000	0.298113	0
	<Total>	**1663**	**565**	**497.87**	**0.339747**	**0.299379**	**1.135**

Exhibit V: Termination Decrement Study
Southwest Ohio Regional Council of Carpenters Pension Plan

Service	Near age	Exposed	Actual Terminations	Expected Terminations	Actual q's	Expected q's	Ratio: Actual over Expected
3+	**<15**	0	0	0	0.000000	0.000000	0
	15	0	0	0	0.000000	0.000000	0
	16	0	0	0	0.000000	0.000000	0
	17	0	0	0	0.000000	0.000000	0
	18	0	0	0	0.000000	0.000000	0
	19	0	0	0	0.000000	0.000000	0
	20	0	0	0	0.000000	0.000000	0
	21	9	0	0.89	0.000000	0.098834	0
	22	22	2	2.16	0.090909	0.098334	0.924
	23	36	5	3.52	0.138889	0.097803	1.42
	24	55	6	5.35	0.109091	0.097257	1.122
	25	76	7	7.35	0.092105	0.096668	0.953
	26	80	12	7.68	0.150000	0.096040	1.562
	27	100	10	9.54	0.100000	0.095354	1.049
	28	118	16	11.17	0.135593	0.094620	1.433
	29	142	18	13.32	0.126761	0.093822	1.351
	30	138	15	12.82	0.108696	0.092934	1.17
	31	157	21	14.44	0.133758	0.091957	1.455
	32	172	23	15.63	0.133721	0.090890	1.471
	33	203	16	18.21	0.078818	0.089699	0.879
	34	218	36	19.27	0.165138	0.088389	1.868
	35	210	26	18.26	0.123810	0.086931	1.424
	36	214	25	18.26	0.116822	0.085326	1.369
	37	225	27	18.8	0.120000	0.083569	1.436
	38	236	35	19.27	0.148305	0.081669	1.816
	39	235	20	18.71	0.085106	0.079605	1.069
	40	268	22	20.74	0.082090	0.077387	1.061
	41	281	33	21.07	0.117438	0.074983	1.566
	42	290	32	20.99	0.110345	0.072385	1.524
	43	265	29	18.44	0.109434	0.069587	1.573
	44	270	25	17.98	0.092593	0.066583	1.391
	45	286	27	18.12	0.094406	0.063358	1.49
	46	268	28	16.04	0.104478	0.059867	1.745
	47	268	24	15.02	0.089552	0.056040	1.598
	48	296	26	15.34	0.087838	0.051814	1.695
	49	311	31	14.66	0.099678	0.047152	2.114
	50	306	31	12.87	0.101307	0.042067	2.408
	51	292	29	10.7	0.099315	0.036651	2.71
	52	289	39	8.98	0.134948	0.031067	4.344
	53	276	22	7.04	0.079710	0.025515	3.124
	54	285	36	5.76	0.126316	0.020217	6.248
	55	11	3	0.17	0.272727	0.015378	17.735
	56	5	1	0.06	0.200000	0.011156	17.927
	57	5	1	0.04	0.200000	0.007646	26.156
	58	2	0	0.01	0.000000	0.004887	0
	59	5	2	0.01	0.400000	0.002845	140.576
	60	1	0	0	0.000000	0.001460	0
	61	3	1	0	0.333333	0.000592	563.339
	62	0	0	0	0.000000	0.000000	0
	63	1	0	0	0.000000	0.000000	0
	64	0	0	0	0.000000	0.000000	0
	65+	0	0	0	0.000000	0.000000	0
	<Total>	**6930**	**762**	**458.7**	**0.109957**	**0.066191**	**1.661**

Exhibit V: Termination Decrement Study
Southwest Ohio Regional Council of Carpenters Pension Plan

Service	Near age	Exposed	Actual Terminations	Expected Terminations	Actual q's	Expected q's	Ratio: Actual over Expected
<Total>	**<15**	0	0	0	0.000000	0.000000	0
	15	0	0	0	0.000000	0.000000	0
	16	0	0	0	0.000000	0.000000	0
	17	0	0	0	0.000000	0.000000	0
	18	0	0	0	0.000000	0.000000	0
	19	11	0	3.3	0.000000	0.299810	0
	20	33	7	9.89	0.212121	0.299809	0.708
	21	57	18	15.28	0.315789	0.268075	1.178
	22	63	17	14.46	0.269841	0.229451	1.176
	23	80	15	16.71	0.187500	0.208887	0.898
	24	104	22	20.04	0.211538	0.192673	1.098
	25	126	20	22.34	0.158730	0.177264	0.895
	26	135	26	24.17	0.192593	0.179040	1.076
	27	148	24	23.92	0.162162	0.161640	1.003
	28	164	23	24.95	0.140244	0.152152	0.922
	29	181	37	25.01	0.204420	0.138189	1.479
	30	179	27	25.11	0.150838	0.140291	1.075
	31	417	130	92.35	0.311751	0.221452	1.408
	32	243	44	36.91	0.181070	0.151882	1.192
	33	258	37	34.69	0.143411	0.134445	1.067
	34	268	48	34.25	0.179104	0.127792	1.402
	35	262	45	33.83	0.171756	0.129130	1.33
	36	249	33	28.74	0.132530	0.115432	1.148
	37	272	38	32.88	0.139706	0.120876	1.156
	38	274	51	30.65	0.186131	0.111874	1.664
	39	278	36	31.58	0.129496	0.113607	1.14
	40	303	40	31.22	0.132013	0.103031	1.281
	41	313	46	30.65	0.146965	0.097919	1.501
	42	312	39	27.58	0.125000	0.088385	1.414
	43	286	39	24.72	0.136364	0.086450	1.577
	44	293	31	24.86	0.105802	0.084844	1.247
	45	318	35	27.69	0.110063	0.087085	1.264
	46	311	46	28.9	0.147910	0.092941	1.591
	47	308	39	26.98	0.126623	0.087593	1.446
	48	330	41	25.5	0.124242	0.077275	1.608
	49	331	37	20.64	0.111782	0.062359	1.793
	50	339	44	22.73	0.129794	0.067052	1.936
	51	309	33	15.78	0.106796	0.051062	2.091
	52	311	49	15.54	0.157556	0.049981	3.152
	53	295	25	12.71	0.084746	0.043084	1.967
	54	311	46	13.51	0.147910	0.043446	3.404
	55	29	8	5.53	0.275862	0.190714	1.446
	56	26	9	6.31	0.346154	0.242507	1.427
	57	15	4	3.01	0.266667	0.200703	1.329
	58	11	3	2.68	0.272727	0.243771	1.119
	59	13	6	2.39	0.461538	0.183573	2.514
	60	6	2	1.5	0.333333	0.249405	1.337
	61	9	3	1.79	0.333333	0.199411	1.672
	62	6	3	1.79	0.500000	0.298672	1.674
	63	2	0	0.3	0.000000	0.149242	0
	64	3	1	0.89	0.333333	0.298315	1.117
	65+	1	0	0.3	0.000000	0.298113	0
	<Total>	**8593**	**1327**	**956.57**	**0.154428**	**0.111319**	**1.387**

Exhibit V: Termination Decrement Study
Southwest Ohio Regional Council of Carpenters Pension Plan

	Service <3				Service 3+			
Near age	Old Rates	New Rates	New Exp. Term	Δ Exp. to Actual	Old Rates	New Rates	New Exp. Term	Δ Exp. to Actual
<15		0.35	0.00	0.00				
15		0.35	0.00	0.00	0.10431	0.0162796	0.00	0.00
16		0.35	0.00	0.00	0.10333	0.033511	0.00	0.00
17		0.35	0.00	0.00	0.10234	0.0489689	0.00	0.00
18		0.35	0.00	0.00	0.10136	0.0627368	0.00	0.00
19		0.35	3.85	3.85	0.10037	0.074898	0.00	0.00
20	0.3	0.35	11.55	4.55	0.099384	0.0855359	0.00	0.00
21	0.3	0.35	16.80	-1.20	0.098898	0.094734	0.85	0.85
22	0.3	0.35	14.35	-0.65	0.098398	0.1025755	2.26	0.26
23	0.3	0.35	15.40	5.40	0.097877	0.1091439	3.93	-1.07
24	0.3	0.35	17.15	1.15	0.097331	0.1145227	6.30	0.30
25	0.3	0.35	17.50	4.50	0.096742	0.1187951	9.03	2.03
26	0.3	0.35	19.25	5.25	0.096114	0.1220445	9.76	-2.24
27	0.3	0.35	16.80	2.80	0.095438	0.1243544	12.44	2.44
28	0.3	0.35	16.10	9.10	0.094704	0.1258082	14.85	-1.15
29	0.3	0.35	13.65	-5.35	0.093906	0.1264892	17.96	-0.04
30	0.3	0.35	14.35	2.35	0.093031	0.1264808	17.45	2.45
31	0.3	0.35	91.00	-18.00	0.092065	0.1258665	19.76	-1.24
32	0.3	0.35	24.85	3.85	0.091	0.1247295	21.45	-1.55
33	0.3	0.35	19.25	-1.75	0.08982	0.1231534	25.00	9.00
34	0.3	0.35	17.50	5.50	0.088511	0.1212214	26.43	-9.57
35	0.3	0.35	18.20	-0.80	0.087062	0.1190171	24.99	-1.01
36	0.3	0.35	12.25	4.25	0.085466	0.1166237	24.96	-0.04
37	0.3	0.35	16.45	5.45	0.083717	0.1141247	25.68	-1.32
38	0.3	0.35	13.30	-2.70	0.081815	0.1116034	26.34	-8.66
39	0.3	0.35	15.05	-0.95	0.079756	0.1091433	25.65	5.65
40	0.3	0.35	12.25	-5.75	0.077543	0.1068277	28.63	6.63
41	0.3	0.35	11.20	-1.80	0.075151	0.1047401	29.43	-3.57
42	0.3	0.35	7.70	0.70	0.072556	0.1029638	29.86	-2.14
43	0.3	0.35	7.35	-2.65	0.06976	0.1015821	26.92	-2.08
44	0.3	0.35	8.05	2.05	0.066758	0.1006786	27.18	2.18
45	0.3	0.35	11.20	3.20	0.06354	0.1003366	28.70	1.70
46	0.3	0.35	15.05	-2.95	0.060053	0.1006395	26.97	-1.03
47	0.3	0.35	14.00	-1.00	0.056227	0.1016706	27.25	3.25
48	0.3	0.35	11.90	-3.10	0.052	0.1035135	30.64	4.64
49	0.3	0.35	7.00	1.00	0.047337	0.1062513	33.04	2.04
50	0.3	0.35	11.55	-1.45	0.042247	0.1099676	33.65	2.65
51	0.3	0.35	5.95	1.95	0.036823	0.1147458	33.51	4.51
52	0.3	0.35	7.70	-2.30	0.031228	0.1206692	34.87	-4.13
53	0.3	0.35	6.65	3.65	0.025661	0.1278212	35.28	13.28
54	0.3	0.35	9.10	-0.90	0.020347	0.1362852	38.84	2.84
55	0.3	0.35	6.30	1.30	0.015488	0.1461447	1.61	-1.39
56	0.3	0.35	7.35	-0.65	0.011247	0.1574829	0.79	-0.21
57	0.3	0.35	3.50	0.50	0.007718	0.1703833	0.85	-0.15
58	0.3	0.35	3.15	0.15	0.004939	0.1849293	0.37	0.37
59	0.3	0.35	2.80	-1.20	0.002879	0.2012043	1.01	-0.99
60	0.3	0.35	1.75	-0.25	0.001465	0.2192916	0.22	0.22
61	0.3	0.35	2.10	0.10	0.000594	0.2392747	0.72	-0.28
62	0.3	0.35	2.10	-0.90	0.000152	0.2612369	0.00	0.00
63	0.3	0.35	0.35	0.35			785.42	23.42
64	0.3	0.35	1.05	0.05				
65+	0.3	0.35	0.35	0.35				
<Total>			582.05	17.05				

Exhibit V: Termination Decrement Study
Southwest Ohio Regional Council of Carpenters Pension Plan

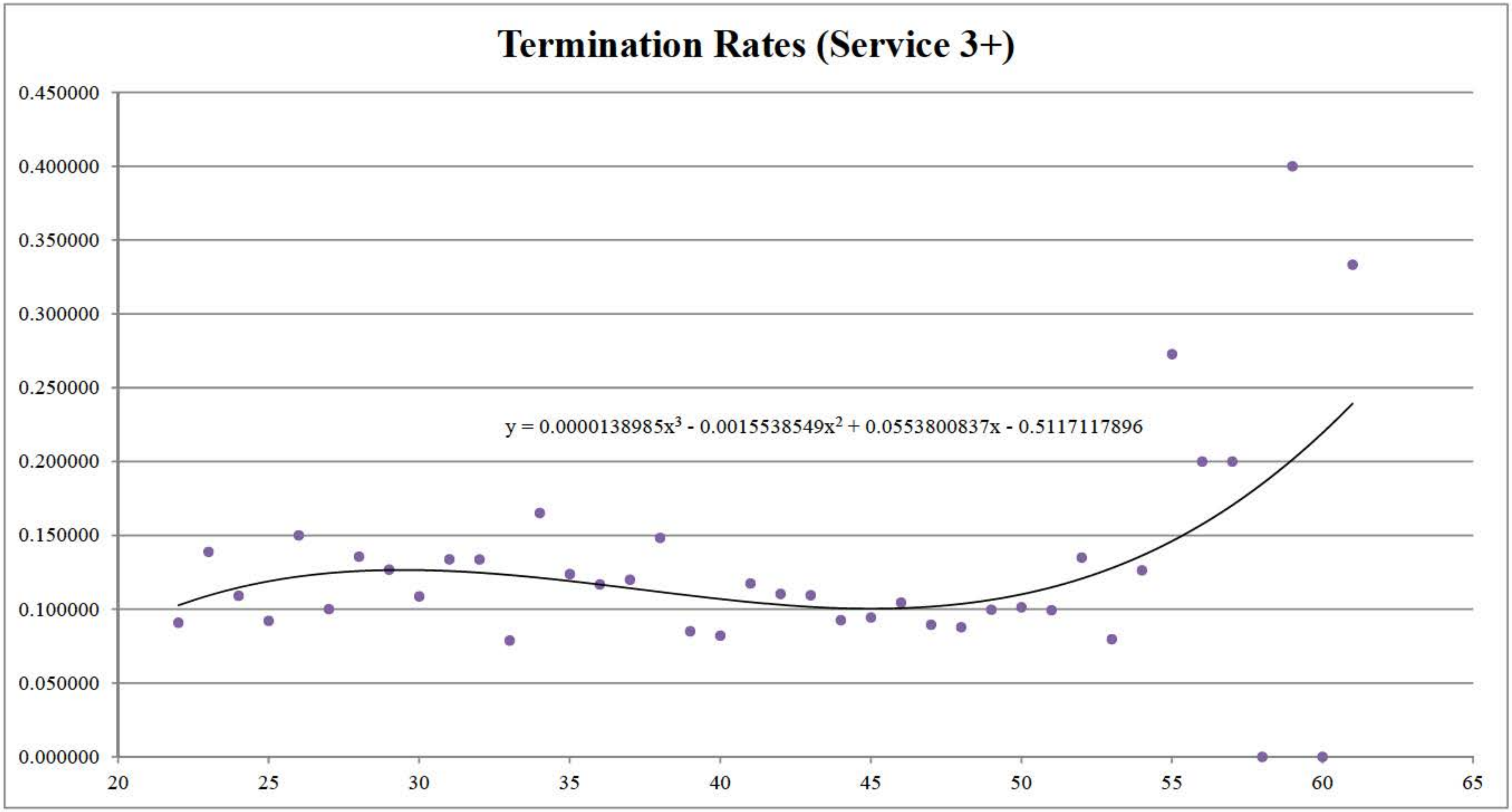

Exhibit VI: Liability Gain/(Loss) Analysis
Southwest Ohio Regional Council of Carpenters Pension Plan

1. Year of Analysis	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
2. Expected unfunded liability										
(a) Actuarial liability, beginning of year	408,275,549	412,568,583	404,027,509	408,585,221	399,455,599	404,284,154	409,939,373	408,066,808	470,229,784	460,087,441
(b) Assets, beginning of year	299,238,492	257,480,906	271,248,883	273,272,790	252,282,007	255,562,207	253,226,796	244,239,334	235,053,025	226,849,805
(c) Unfunded liability, beginning of year: (a)-(b)	109,037,057	155,087,677	132,778,626	135,312,431	147,173,592	148,721,947	156,712,577	163,827,474	235,176,758	233,237,636
(d) Normal cost	3,752,007	3,458,081	2,810,783	2,305,190	2,240,247	2,456,369	2,350,968	2,596,387	2,600,611	2,814,454
(e) Expected expenses, beginning of year	550,000	700,000	650,000	880,000	900,000	765,000	840,000	790,000	890,000	1,300,000
(f) Interest on (c)+(d)+(e)	8,500,430	11,943,432	10,217,956	10,387,322	11,273,538	11,395,749	11,992,766	12,541,040	15,274,712	15,190,534
(g) Actual contributions, with interest to end of year	19,622,757	12,675,293	11,617,941	13,520,160	15,153,020	14,217,936	16,004,518	18,414,153	18,054,230	17,908,870
(h) Expected unfunded liability: (c)+(d)+(e)+(f)-(g)	102,216,737	158,513,897	134,839,424	135,364,783	146,434,358	149,121,129	155,891,793	161,340,747	235,887,852	234,633,754
3. Actual unfunded liability										
(a) Actuarial liability, end of year	412,516,014	417,161,768	407,707,855	409,551,596	399,143,080	405,335,071	407,636,902	407,319,534	469,751,911	469,014,662
(b) Assets, end of year	257,480,906	271,248,883	273,272,790	252,282,007	255,562,207	253,226,796	244,239,334	235,053,025	226,849,805	226,849,805
(c) Actual unfunded liability: (a)-(b)	155,035,108	145,912,885	134,435,065	157,269,589	143,580,873	152,108,275	163,397,568	172,266,509	242,902,106	242,164,857
4. Total gain/(loss) for the year: (2)(h)-(3)(c)	(52,818,370)	12,601,011	404,359	(21,904,806)	2,853,484	(2,987,146)	(7,505,775)	(10,925,762)	(7,014,253)	(7,531,103)
5. Total gain/(loss), by source										
(a) Liability gain/(loss)	(577,273)	(1,631,090)	(2,956,650)	(369,169)	116,969	(1,007,232)	2,556,995	2,090,924	1,679,592	(725,268)
(b) Asset gain/(loss)										
(i) Assets, beginning of year	299,238,492	257,480,906	271,248,883	273,272,790	252,282,007	255,562,207	253,226,796	244,239,334	235,053,025	226,849,805
(ii) Interest on (i)	22,442,887	19,311,068	20,343,666	20,495,459	18,921,151	19,167,166	18,992,010	18,317,950	15,043,394	14,518,388
(iii) Actual contributions, with interest to end of year	19,622,757	12,675,293	11,617,941	13,520,160	15,153,020	14,217,936	16,004,518	18,414,153	18,054,230	17,908,870
(iv) Actual benefit payments, with interest to end of year	30,990,882	31,697,985	32,599,959	32,524,766	32,562,986	32,918,224	33,018,220	32,052,476	31,660,037	31,802,732
(v) Actual expenses, with interest to end of year	740,996	681,209	911,992	937,179	793,450	869,756	817,001	917,568	1,343,589	1,806,274
(vi) Assets, end of year	257,480,906	271,248,883	273,272,790	252,282,007	255,562,207	253,226,796	244,239,334	235,053,025	226,849,805	219,285,296
(vii) Asset gain/(loss): (vi) - [(i)+(ii)+(iii)-(iv)-(v)]	(52,091,352)	14,160,810	3,574,251	(21,544,457)	2,562,465	(1,932,533)	(10,148,769)	(12,948,368)	(8,297,218)	(6,382,761)
(c) Expense gain/(loss)										
(i) Expected expenses, beginning of year	550,000	700,000	650,000	880,000	900,000	765,000	840,000	790,000	890,000	1,300,000
(ii) Interest on (i)	41,250	52,500	48,750	66,000	67,500	57,375	63,000	59,250	56,960	83,200
(iii) Actual expenses, with interest to end of year	740,996	681,209	911,992	937,179	793,450	869,756	817,001	917,568	1,343,589	1,806,274
(iv) Expense gain/(loss): (i)+(ii)-(iii)	(149,746)	71,291	(213,242)	8,821	174,050	(47,381)	85,999	(68,318)	(396,629)	(423,074)
4. Total gain/(loss) fromn all sources: (5)(a)+(5)(b)+(5)(c)	(52,818,370)	12,601,011	404,359	(21,904,806)	2,853,484	(2,987,146)	(7,505,775)	(10,925,762)	(7,014,253)	(7,531,103)

Exhibit VII: Actual Retirement Rates by Age
Southwest Ohio Regional Council of Carpenters Pension Plan

Active decrements
Retirement probabilities

Near age	Exposed	Actual Retirements	Expected Retirements	Actual q's	Expected q's	Ratio: Actual over Expected	Old Rates	New Rates	New Exp. Retire	Δ Exp. to Actual
<55	0	0	0	0	0	0	0%	0%	0.00	0.00
55	215	40	32.01	0.18605	0.148899	1.249	15%	20%	43.00	3.00
56	183	26	18.15	0.14208	0.099187	1.432	10%	15%	27.45	1.45
57	164	24	24.37	0.14634	0.148615	0.985	15%	15%	24.60	0.60
58	138	21	20.49	0.15217	0.148447	1.025	15%	15%	20.70	-0.30
59	107	11	5.29	0.1028	0.049428	2.08	5%	10%	10.70	-0.30
60	89	11	13.31	0.1236	0.149535	0.827	15%	10%	8.90	-2.10
61	72	20	17.94	0.27778	0.249127	1.115	25%	25%	18.00	-2.00
62	47	17	47	0.3617	1	0.362	100%	35%	16.45	-0.55
63	27	6	27	0.22222	1	0.222	100%	20%	5.40	-0.60
64	21	5	21	0.2381	1	0.238	100%	25%	5.25	0.25
65	16	8	16	0.5	1	0.5	100%	50%	8.00	0.00
66	6	3	6	0.5	1	0.5	100%	50%	3.00	0.00
67	3	2	3	0.66667	1	0.667	100%	50%	1.50	-0.50
68	1	0	1	0	1	0	100%	50%	0.50	0.50
69	1	0	1	0	1	0	100%	50%	0.50	0.50
70+	0	0	0	0	0	0	100%	100%	0.00	0.00
<Total>	1090	194	253.56	0.17798	0.232622	0.765			193.95	-0.05

Terminated Vested decrements
Retirement probabilities

Near age	Exposed	Actual Retirements	Expected Retirements	Actual q's	Expected q's	Ratio: Actual over Expected	Old Rates	New Rates	New Exp. Retire	Δ Exp. to Actual
<55	0	0	0	0	0	0	0%	0%	0.00	0.00
55	286	18	42.59	0.06294	0.148901	0.423	0%	5%	14.30	-3.70
56	268	9	26.58	0.03358	0.099188	0.339	0%	5%	13.40	4.40
57	255	7	37.9	0.02745	0.148617	0.185	0%	5%	12.75	5.75
58	251	13	37.26	0.05179	0.148446	0.349	0%	5%	12.55	-0.45
59	210	7	10.38	0.03333	0.049428	0.674	0%	5%	10.50	3.50
60	179	9	26.77	0.05028	0.149535	0.336	0%	5%	8.95	-0.05
61	184	48	45.84	0.26087	0.249128	1.047	0%	30%	55.20	7.20
62	123	37	123	0.30081	1	0.301	100%	30%	36.90	-0.10
63	73	6	73	0.08219	1	0.082	100%	20%	14.60	8.60
64	53	10	53	0.18868	1	0.189	100%	20%	10.60	0.60
65	41	8	41	0.19512	1	0.195	100%	20%	8.20	0.20
66	24	5	24	0.20833	1	0.208	100%	20%	4.80	-0.20
67	10	2	10	0.2	1	0.2	100%	20%	2.00	0.00
68	9	1	9	0.11111	1	0.111	100%	20%	1.80	0.80
69	10	2	10	0.2	1	0.2	100%	20%	2.00	0.00
70+	64	8	64	0.125	1	0.125	100%	100%	64.00	56.00
<Total>	2040	190	634.31	0.09314	0.310937	0.3			272.55	82.55

Exhibit VIII: Development of New Entrant Profile
Southwest Ohio Regional Council of Carpenters Pension Plan

Annual Accrued Benefit

Age		2013	2014	2015	2016	2017	Total
x < 20	Count:	2	0	0	1	2	5
	Mean:	347.34	0.00	0.00	458.04	257.76	333.65
20 <= x < 25	Count:	11	8	24	29	22	94
	Mean:	293.48	350.72	482.63	436.38	429.32	422.52
25 <= x < 30	Count:	14	3	25	38	28	108
	Mean:	416.49	498.24	424.39	428.86	411.69	423.70
30 <= x < 35	Count:	25	10	28	48	27	138
	Mean:	502.83	659.83	429.82	487.05	394.64	472.74
35 <= x < 40	Count:	21	5	18	63	35	142
	Mean:	787.91	1,047.31	323.35	462.98	426.99	505.04
40 <= x < 45	Count:	16	4	20	49	26	115
	Mean:	644.82	877.23	457.29	447.65	352.09	470.10
45 <= x < 50	Count:	17	7	19	39	23	105
	Mean:	852.05	782.47	486.79	533.20	399.24	563.70
50 <= x < 55	Count:	9	1	14	34	33	91
	Mean:	1,577.56	326.64	365.48	615.66	414.09	596.03
55 <= x < 60	Count:	3	0	11	10	14	38
	Mean:	557.00	0.00	406.17	480.02	831.20	594.10
60 <= x	Count:	2	1	3	6	6	18
	Mean:	2,685.48	362.64	689.88	350.64	359.74	670.31
50 <= x	Count:	68	92	8	6		174
	Mean:	368.128	385.101	290.775	278.58		370.46
(missing)	Count:	188	131	170	323	216	1,028
	Mean:	584.82	467.48	426.02	477.38	430.02	477.32
<Total>	Count:						854
	Mean:	597.09	372.93	450.91	605.09	467.48	426.02
	Count (Net missing):						854

Vested Service

Age		2013	2014	2015	2016	2017	Total
x < 20	Count:	2	0	0	1	2	5
	Mean:	0.750	0.000	0.000	1.000	0.700	0.780
20 <= x < 25	Count:	11	8	24	29	22	94
	Mean:	0.664	0.825	0.942	0.859	0.964	0.879
25 <= x < 30	Count:	14	3	25	38	28	108
	Mean:	0.843	1.133	0.920	0.866	0.843	0.877
30 <= x < 35	Count:	25	10	28	48	27	138
	Mean:	1.000	0.900	0.843	0.946	0.807	0.904
35 <= x < 40	Count:	21	5	18	63	35	142
	Mean:	0.781	1.240	0.717	0.870	0.860	0.848
40 <= x < 45	Count:	16	4	20	49	26	115
	Mean:	0.838	1.200	0.845	0.873	0.765	0.850
45 <= x < 50	Count:	17	7	19	39	23	105
	Mean:	0.776	0.971	0.868	0.869	0.839	0.854
50 <= x < 55	Count:	9	1	14	34	33	91
	Mean:	0.722	0.700	0.714	0.894	0.897	0.848
55 <= x < 60	Count:	3	0	11	10	14	38
	Mean:	0.867	0.000	0.782	0.890	0.843	0.840
60 <= x	Count:	2	1	3	6	6	18
	Mean:	1.100	1.000	1.033	0.783	0.817	0.883
50 <= x	Count:	68	92	8	6		174
	Mean:	0.784	0.790	0.638	0.667		0.776
(missing)	Count:	188	131	170	323	216	1,028
	Mean:	0.815	0.849	0.837	0.878	0.850	0.850
<Total>	Count:						854
	Mean:	0.90	0.86	0.82	0.85	0.85	0.84
	Count (Net missing):						854

Exhibit VIII: Development of New Entrant Profile
Southwest Ohio Regional Council of Carpenters Pension Plan

1/1/2017 New Entrant

Age Range	Count	Count (Net 60+)	Weight	Weight (Net 60+)	Age	DOB *	Annual Accrued Benefit	Vested Service
Below 20	5	5	1%	1%	19.1	12/1/1997	333.65	0.8
20-24	94	94	11%	11%	22.7	5/1/1994	422.52	0.9
25-29	108	108	13%	13%	27.5	7/1/1989	423.70	0.9
30-34	138	138	16%	16%	32.5	7/1/1984	472.74	0.9
35-39	142	142	17%	17%	37.3	9/1/1979	505.04	0.8
40-44	115	115	13%	14%	42.5	7/1/1974	470.10	0.9
45-49	105	105	12%	13%	47.3	9/1/1969	563.70	0.9
50-54	91	91	11%	11%	52.5	7/1/1964	596.03	0.8
55-59	38	38	4%	4%	57.0	5/1/1959	594.10	0.8
60 and over	18		2%		62.1	12/1/1954	670.31	0.9
Total	854	836	100%	100%				

* Rounded to nearest month

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 25.1

Addendum 4 to Appendix B

Appendix B
Addendum 4
Southwest Ohio Regional Council of Carpenters Pension Plan

History for 5% employers

The following summarizes the history requested in Appendix B of Revenue Procedure 2017-43 for 5% employers.

2016 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	233,430	$6.95	$1,622,336
OK Interiors Corp	210,718	$6.87	$1,446,822

2015 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	300,372	$6.81	$2,046,857
OK Interiors Corp	215,699	$6.67	$1,438,845
Solid Platforms	154,858	$6.82	$1,056,079
Combs Interior Specialties	152,194	$6.86	$1,044,095

2014 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	215,415	$6.59	$1,420,543
OK Interiors Corp	215,699	$6.33	$1,365,061
Baker Concrete Construction	79,397	$6.58	$522,163
Combs Interior Specialties	90,288	$6.55	$590,958

2013 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	218,981	$6.35	$1,390,828
OK Interiors Corp	148,074	$6.17	$913,806
Baker Concrete Construction	149,982	$6.31	$945,980
Combs Interior Specialties	112,314	$6.19	$695,256
Kokosing Construction	122,281	$6.40	$781,990

2012 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	193,047	$6.03	$1,163,997
OK Interiors Corp	148,114	$5.85	$866,234
Baker Concrete Construction	243,750	$6.10	$1,485,964

2011 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	165,021	$5.57	$919,811
OK Interiors Corp	158,281	$5.62	$889,709
Baker Concrete Construction	112,798	$5.88	$663,766
Kokosing Construction	153,490	$5.82	$893,419

Appendix B
Addendum 4
Southwest Ohio Regional Council of Carpenters Pension Plan

History for 5% employers

2010 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	226,922	$5.33	$1,210,142
OK Interiors Corp	188,245	$5.34	$1,004,633

2009 plan year 5% employers

Name	Contribution Base Units (Hours)	Average Contribution Rate ($/Hour)	Total Contributions
Valley Industrial Systems	271,596	$4.85	$1,316,666
OK Interiors Corp	285,712	$4.33	$1,238,176

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #26 – 6.03 Plan's Experience with Certain Critical Assumptions

Does the application describe the plan's experience with certain critical assumptions, including a disclosure for each of the 10 plan years immediately preceding the application that separately identifies:

- *total contributions;*
- *total contribution base units;*
- *average contribution rates;*
- *withdrawal liability payments; and*
- *the rate of return on plan assets?*

See Section 6.04 of Revenue Procedure 2017-43.

The Plan's experience with certain critical assumptions, including a disclosure for each of the 10 plan years immediately preceding the application that separately identifies:

- total contributions;
- total contribution base units;
- average contribution rates;
- withdrawal liability payments; and
- the rate of return on plan assets

are set forth in Exhibit I of the Supplemental Actuarial Information document attached as Document 6.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #27 – 6.04 Deterministic Projections of the Sensitivity of the Plan's Solvency Ratio

Does the application include deterministic projections of the sensitivity of the plan's solvency ratio throughout the extended period by taking into account more conservative assumptions of investment experience and future contribution base units than assumed elsewhere in the application?

See Section 6.05 of Revenue Procedure 2017-43.

The deterministic projections of the sensitivity of the Plan's solvency ratio throughout the extended period taking into account more conservative assumptions of investment experience and future contribution base units than assumed elsewhere in the application are included within Exhibits VII, VIII, IX and X of the Supplemental Actuarial Information document attached as Document 6.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #28 – 6.05 Deterministic Projections for Each Year of Extended Period

Does the plan include deterministic projections for each year in the extended period of:

- *the value of plan assets;*
- *the plan's accrued liability; and*
- *the plan's funded percentage?*

See Section 6.06 of Revenue Procedure 2017-43.

The deterministic projections for each year in the extended period of:

- the value of plan assets;
- the plan's accrued liability; and
- the plan's funded percentage

are set forth in Exhibit XI of the Supplemental Actuarial Information document attached as Document 6.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #29 – 6.06 Certification of Plan Amendment

Does the application include the plan sponsor's representation that, if it receives the Treasury Department's final authorization to suspend and then chooses to implement the suspension, it will also amend the plan:

- *to provide that the suspension will cease upon the plan sponsor's failure to maintain a written record of its annual determination that (i) all reasonable measure continue to be taken to avoid insolvency; and (ii) that the plan would not be projected to avoid insolvency without a suspension;*
- *to require that any future benefit improvements must satisfy §432(e)(9)(E); and*
- *to specify that the plan sponsor will not modify these amendments, notwithstanding any other provision of the plan document?*

See Section 6.07 of Revenue Procedure 2017-43.

Attached as Document 29.1 is a certification by the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan that if it receives the Treasury Department's final authorization to suspend and then chooses to implement the suspension, the Board of Trustees shall also amend the plan:

- to provide that the suspension will cease upon the plan sponsor's failure to maintain a written record of its annual determination that (i) all reasonable measure continue to be taken to avoid insolvency; and (ii) that the plan would not be projected to avoid insolvency without a suspension;
- to require that any future benefit improvements must satisfy §432(e)(9)(E); and
- to specify that the plan sponsor will not modify these amendments, notwithstanding any other provision of the plan document.

Attached as Document 29.2 is a draft Amendment implementing the proposed suspension of benefits.

Attached as Document 29.3 is a draft Amendment modifying the Plan's total and permanent disability benefit.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 29.1

Certification

The Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan certifies that if it receives the United States Treasury Department's final authorization to implement the proposed suspension set forth in this application and described in Section 432(e)(9)(H)(vi) of the Internal Revenue Code of 1986, as amended, and then chooses to implement the suspension, the Board of Trustees shall amend the Plan to adopt the suspension of benefits as described in this application. In addition, the Board of Trustees shall timely amend the Plan as follows:

(1) The suspension of benefits shall cease upon the plan sponsor's failure to maintain a written record of its determination that both:

(a) All reasonable measures continue to be taken to avoid insolvency during the period of benefit suspension; and

(b) The plan would not be projected to avoid insolvency if no suspension of benefits were applied under the plan.

(2) Any future benefit improvements must satisfy § 432(e)(9)(E) of the Internal Revenue Code; and

(3) The plan sponsor shall not modify these amendments, notwithstanding any other provision of the plan document.

Steve Schramm

Date: 6-27-18

Steve Schramm
Authorized Trustee Representative for the
Southwest Ohio Regional Council of
Carpenters Pension Plan

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 29.2

Draft Amendment re. Suspension of Benefits

**AMENDMENT TO THE
SOUTHWEST OHIO REGIONAL COUNCIL
OF CARPENTERS PENSION PLAN
Re: Suspension of Benefits under Multiemployer Pension
Reform Act of 2014**

THIS AMENDMENT TO THE SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN ("Amendment") is made by the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan ("Trustees") on this ____ day of ____, 201__.

WHEREAS, the Trustees sponsor and maintain the Southwest Ohio Regional Council of Carpenters Pension Plan, restated effective January 1, 2014 ("Plan");

WHEREAS, Section 6.1 of the Plan permits the Trustees to amend the Plan under certain circumstances;

WHEREAS, the Plan was in critical and declining funding status as described by Section 432(e)(9) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Trustees applied to the Department of Treasury for permission to implement benefit suspensions under the Multiemployer Pension Reform Act of 2014 ("MPRA"); and

WHEREAS, the Department of Treasury approved the Trustees' application for benefit suspensions under MPRA and the Secretary of Treasury has certified that a majority of participants voted in favor of the benefit suspensions under Treas. Reg. §1.432(e)(9)-1(h)(2)(v).

NOW, THEREFORE, the Plan is hereby amended to adopt and implement the requested benefit suspensions, effective March 31, 2019, unless otherwise stated, as follows:

1. Effective March 31, 2019, the Plan is hereby amended by the addition of Section 4.10, Adjustment of Benefits and Implementation of Benefit Suspensions, which shall read as follows:

"**Section 4.10 – Adjustment of Benefits and Implementation of Benefit Suspensions**

Effective March 31, 2019, the monthly benefit earned through March 31, 2019 of any Participant, Beneficiary, or any other individual entitled to or receiving a benefit from the Plan shall be adjusted for payments after the effective date as follows:

(a) Participants, Beneficiaries and Other Individuals that Commenced Payment from the Plan prior to April 1, 2019.

(1) Elimination of Early Retirement Subsidy. The monthly benefit of any Participant, Beneficiary or other individual that commenced payment from the Plan prior to April 1, 2019, shall be recalculated to apply the Plan's provisions applicable to benefits commencing on or after January 1, 2013, including, but not limited to, any actuarial reductions applicable to the commencement of benefits prior to Normal Retirement Date, and the elimination of any subsidies for years of service.

(2) Application of Eight Percent Reduction. For any Participant, Beneficiary or other individual that commenced payment from the Plan prior to April 1, 2019, following the application of subsection 4.10(a)(1) of the Plan, the monthly benefit of any Participant, Beneficiary or other individual shall be further reduced by eight percent (8%).

(b) Participants, Beneficiaries and Other Individuals that Commence Payment from the Plan after March 31, 2019.

(1) Application of Eight Percent Reduction of PBGC Multiemployer Guarantee Benefit. For any Participant, Beneficiary or other individual that commences payment from the Plan on or after April 1, 2019, the monthly benefit of such Participant, Beneficiary or other individual accrued through March 31, 2019, shall be reduced by eight percent (8%).

(c) Limitation of Eight Percent Reduction to Benefits Accrued Through March 31, 2019.

The adjustment made to monthly benefits pursuant to this Section 4.10 shall be limited to benefits accrued through March 31, 2019, and shall not apply to nor adjust any benefits accrued on or after April 1, 2019.

2. The Plan is hereby amended by the addition of Section 4.11, Application of Benefit Suspensions to Qualified Domestic Relations Orders, which shall read as follows:

"**Section 4.11** – **Application of Benefit Suspensions to Qualified Domestic Relations Orders**

Section 4.11 shall be applied to any alternate payee who has been assigned a separate interest in a Participant's benefits via a Qualified Domestic Relations Order ("QDRO"), without regard to whether the alternate payee has or has not yet commenced benefits as of March 31, 2019. Each alternate payee subject to this Section 4.11 shall be treated as an "other individual" as set forth in Section 4.10, and shall be subject to the benefit suspensions set forth therein, including the application of any actuarial reductions applicable to the commencement of benefits prior to Normal Retirement Date, and the elimination of any early retirement subsidies.

Any alternate payee who has been assigned a shared interest in a Participant's pension benefit, where such interest is set forth in the QDRO as a percentage of the Participant's monthly benefit, shall be subject to a pro rata share of the reductions applied to the Participant's benefit under Section 4.10. Any alternate payee with a shared interest pension benefit described in a QDRO as a specified dollar amount (i.e., $100.00 per month) shall not have his or her monthly benefit changed by the reductions applied to the Participant's monthly benefit under Section 4.10, unless otherwise required by the terms of the QDRO, or as modified by a subsequent QDRO."

3. The Plan is hereby amended by the addition of Section 4.12, Limitations of Applications of Benefit Suspensions, which shall read as follows:

"**Section 4.12** – **Limitations of Application of Benefit Suspensions**

The application of any reduction pursuant to Section 4.10 and 4.11 to any Participant, Beneficiary, or other individual's monthly benefit shall be limited by the following:

(a) No Participant, Beneficiary or other individual's monthly benefit shall be reduced more than to 110% of the amount of payment the Participant, Beneficiary or other individual would receive from the Pension Benefit Guaranty Corporation under its multiemployer guarantee program under ERISA §4022A if the Plan went insolvent, as described by and applied in compliance with Treas. Reg. §1.432(e)(9)-1(d)(2);

(b) No Participant, Beneficiary or other individual who has attained age 75 as of March 31, 2019, shall have his or her monthly benefit reduced below the applicable percentage as described by and in compliance with Treas. Reg. §1.432(e)(9)-1(d)(3); and

(c) No Participant, or their Beneficiary, who received a Disability Benefit under Section 3.4 of the Plan shall have his or her monthly benefit reduced under Section 4.10 pursuant to the limitations described in and imposed by Treas. Reg. §1.432(e)(9)-1(d)(4)."

4. The Plan is hereby amended by the addition of Section 4.13, Cessation of Benefit Suspensions, which shall read as follows:

"**Section 4.13 – Cessation of Benefit Suspensions**

The suspension and reduction of benefits set forth in Sections 4.10 through 4.12 of the Plan shall cease as of the first day of the first Plan Year following the Plan Year in which the Board of Trustees fails to maintain a written determination that both:

(a) All reasonable measures to avoid insolvency continue to be taken during the period of benefit suspension; and

(b) The Plan would not be projected to avoid insolvency if no suspension of benefits were applied under Sections 4.10 through 4.12 of the Plan."

5. Effective March 31, 2019, the Plan is hereby amended by the addition of Section 4.14, Limitation of Future Benefit Improvements, which shall read as follows:

"**Section 4.14 – Limitation of Future Benefit Improvements**

Any future improvements to the Accrued Benefit of any Participant, Beneficiary or Alternate Payee, including, but not limited to any subsidy, shall satisfy the requirements of Section 432(e)(9) of the Code, and the regulations promulgated thereunder."

6. Effective March 31, 2019, the Plan is hereby amended by the addition of Section 4.15, Modification of Amendments, which shall read as follows:

"**Section 4.15 – Modification of Amendments**

Notwithstanding any other provision of the Plan to the contrary, Sections 4.10 through Section 4.14 shall not be amended except in accordance with the cessation of the suspension of benefits pursuant to Section 432(e)(9) of the Code, and the regulations promulgated thereunder."

7. Effective March 31, 2019, the Plan is hereby amended by the restatement of Section 1.23 in its entirety, which shall read as follows:

"**Section 1.23 – Joint and Survivor Annuity**

"Joint and Survivor Annuity" means an immediate annuity providing monthly payments for life to the Participant and monthly payments for life to the spouse to whom the Participant was married at the time payments to the Participant commenced, in an amount equal to 50 percent or 100 percent (as elected by the Participant) of the amount being paid to the Participant (provided such spouse survives the Participant).

If none of the foregoing percentages is elected as provided herein, the percentage shall be 100. The Qualified Joint and Survivor Annuity of the Plan shall be the 100 percent Joint and Survivor Annuity. The Qualified Optional Joint and Survivor Annuity shall be the 50 percent Joint and Survivor Annuity."

8. Effective March 31, 2019, the Plan is hereby amended by the restatement of Section 1.36 in its entirety, which shall read as follows:

"**Section 1.36 – Ten Year Certain and Life Benefit**

"Ten Year Certain and Life Benefit" means a form of benefit payment providing monthly payments for the life of the Participant, with the provision that if the Participant dies before having received 120 monthly payments, the remainder shall be paid to the Beneficiary as provided in section 3.9(d). Effective for Annuity Starting Dates after March 31, 2019, the Ten Year Certain and Life Benefit optional form of distribution shall no longer be available. "

9. Effective March 31, 2019, the Plan is hereby amended by the restatement of Section 3.7 in its entirety, which shall read as follows:

"Section 3.7 – Form of Payment

(a) Joint and Survivor Annuity. Unless an optional form of benefit described in subparagraph (b) has been elected pursuant to a Qualified Election during the 180 day period (or 90 day period for notices given prior to January 1, 2007) preceding the Annuity Starting Date or unless the Participant is eligible for the Total and Permanent Disability Retirement Benefit or for the Trade Disability Benefit (in which case benefits shall be paid in the form of a Straight Life Annuity), a Participant who is married on his or her Annuity Starting Date shall receive benefits in the form of a Joint and Survivor Annuity.

The Joint and Survivor Annuity and the optional form of benefits described in subparagraph (b) shall have the same Actuarial Value. A Joint and Survivor Annuity shall not be available to an alternate payee under a Qualified Domestic Relations Order [as defined in section 414(p) of the Code].

(b) Other Forms of Payment. If a Participant is not married on his or her Annuity Starting Date or, if such person is married, pursuant to a Qualified Election, a Participant (other than a Participant who is eligible for the Total and Permanent Disability Retirement Benefit or the Trade Disability Benefit) may elect during the 180 day period (or 90 day period for notices given prior to January 1, 2007) preceding the Annuity Starting Date to receive retirement benefits in one of the following forms:

For Annuity Starting Dates on or before March 31, 2019:

(i) Straight Life Annuity.

(ii) Ten Year Certain and Life Benefit.

For Annuity Starting Dates after March 31, 2019:

(i) Straight Life Annuity.

The following paragraph shall apply only to Participants who retire prior to April 30, 2010. A Participant who is eligible to elect one of the foregoing forms of benefit payments and who has not attained the Normal Retirement Date when his or her monthly benefit begins may elect to receive a monthly benefit, the amount of which is $800 higher (or such lesser amount, but in multiples of $100, as elected by the Participant) than the benefit payable at the Normal Retirement Date under the form of benefit payment elected and that has the same Actuarial Value as the form of benefit elected prior to the adjustment for increased benefits before the Normal Retirement Date. When such Participant attains his or her Normal Retirement Date, the monthly benefit payable to the Participant thereafter shall be reduced by the amount of the previously-elected increase and paid to the Participant thereafter in the form of benefit elected. If the Participant dies before the Normal Retirement Date, the higher monthly benefit shall be reduced by the amount of the previously-elected increase and the amount of the monthly benefit (if any) payable to the Beneficiary shall be based on the reduced amount. Notwithstanding the foregoing, an election to increase the monthly benefit payable under the form of benefit payment elected shall not be effective if the amount of the monthly benefit that would be payable to the Participant immediately after the Participant's Normal Retirement Date would be less than $200. Any post-retirement benefit increase applicable to a Participant who is receiving a monthly benefit in the form described in this paragraph will be applied uniformly to both the pre age 62 and the post age 62 portions of such benefit. If such increase is a flat dollar monthly amount, such amount shall be added to both the pre age 62 and the post age 62 benefit. If such increase is a percentage of the monthly amount, such percentage shall also be applied to the pre age 62 and the post age 62 benefit. The benefit described in this paragraph shall not be available to an alternate payee under a Qualified Domestic Relations Order [as defined in section 414(p) of the Code].

No change in the form of payment shall be permitted after the Annuity Starting Date except (i) to the extent required by a Qualified Domestic Relations Order [as defined in section 414(p) of the Code] or (ii) as provided in section 3.6."

IN WITNESS WHEREOF, the Board of Trustees has approved this Amendment and has authorized its execution by duly authorized officers on this ____ day of _______, 201__, effective as of March 31, 2019.

SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN

By:_______________________________________
Chairman

By:_______________________________________
Secretary

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 29.3

Draft Amendment re. Modification of Disability Benefits

AMENDMENT TO THE
SOUTHWEST OHIO REGIONAL COUNCIL
OF CARPENTERS PENSION PLAN
Re: Amendment to Disability Provisions Contingent Upon
Approval of Application for Suspension of Benefits
Under the Multiemployer Pension Reform Act of 2014

THIS AMENDMENT TO THE SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN ("Amendment") is made by the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan ("Trustees") on this ____ day of ____, 201__.

WHEREAS, the Trustees sponsor and maintain the Southwest Ohio Regional Council of Carpenters Pension Plan, restated effective January 1, 2014 ("Plan");

WHEREAS, Section 6.1 of the Plan permits the Trustees to amend the Plan under certain circumstances;

WHEREAS, the Plan was in critical and declining funding status as described by Section 432(e)(9) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Trustees applied to the Department of Treasury for permission to implement benefit suspensions under the Multiemployer Pension Reform Act of 2014 ("MPRA");

WHEREAS, the Board of Trustees desires to amend the Plan's disability benefit provisions; and

WHEREAS, the Department of Treasury approved the Trustees' application for benefit suspensions under MPRA and the Secretary of Treasury has certified that a majority of participants voted in favor of the benefit suspensions under Treas. Reg. §1.432(e)(9)-1(h)(2)(v).

NOW, THEREFORE, effective March 31, 2019, unless otherwise stated, the Plan is hereby amended as follows:

1. Effective March 31, 2019, Section 3.4 is hereby restated in its entirety as follows:

"**<u>Section 3.4</u> – <u>Disability Retirement Benefit</u>**

A Participant who has at least five (5) Years of Vesting Service, who is not eligible for a Normal Retirement Benefit, who incurs a Total and Permanent Disability prior to July 1, 2010, and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the sum of the following:

(a) the benefit such person had accrued in the Southwest Ohio District Council of Carpenters Pension Plan-Cincinnati, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998, and

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

A Participant who has at least five (5) Years of Vesting Service, who is not eligible for an Early Retirement Benefit, who incurs a Total and Permanent Disability on or after July 1, 2010 and prior to April 1, 2019, and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the sum of the following:

(a) the benefit such person had accrued in the Southwest Ohio District Council of Carpenters Pension Plan-Cincinnati, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998, and

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

Such sum shall be reduced based on actuarial equivalent reductions from the Participant's Normal Retirement Date.

A Participant who has at least five (5) Years of Vesting Service, who is not eligible for a Normal Retirement Benefit or an Early Retirement Benefit, who incurs a Total and Permanent Disability on or after April 1, 2019 and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to receive their Accrued Benefit as a Total and Permanent Disability Retirement Benefit equal to the Participant's Normal Retirement Benefit reduced by eight (8%) percent and further reduced based on actuarial equivalent reductions from the Participant's Normal Retirement Date.

The Total and Permanent Disability Retirement Benefit shall commence as of the first day of the month coincident with or next following the date the disability occurred, as determined by the Social Security Administration."

2. Effective March 31, 2019, Section 3.6 is hereby restated in its entirety as follows:

"Section 3.6 - Cessation of Disability Retirement Benefit

Any Participant receiving the Disability Retirement Benefit who subsequently ceases to be totally and permanently disabled may apply for an Early Retirement Benefit (provided such person is eligible therefore), in which case the Early Retirement Benefit shall become payable for the month immediately following the month in which the Disability Retirement Benefit terminates.

Furthermore, the Disability Retirement Benefit shall cease with the payment due for the month immediately preceding the Participant's Normal Retirement Date, as of which he or she shall be deemed eligible for the Normal Retirement Benefit, reduced by such amounts received by the Participant as the Disability Retirement Benefit.

The Disability Retirement Benefit shall cease as of the end of the month in which the Participant is no longer satisfies the definition of Total and Permanently Disability."

In all other respects, the provisions of the Plan shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Trustees has approved this Amendment and has authorized its execution by duly authorized officers on this ____ day of _______, 201__, effective as of March 31, 2019.

SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN

By:____
Chairman

By:____
Secretary

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #30 – 6.08 Plan Described in §432(e)(9)(D)(vii)

Does the application indicate whether the plan is a plan described in §432(e)(9)(D)(vii) and, if it is, how that is reflected in the proposed benefit suspension?

See Section 6.08 of Revenue Procedure 2017-43.

The Southwest Ohio Regional Council of Carpenters Pension Plan is not a plan described in §432(e)(9)(D)(vii) of the Internal Revenue Code of 1986, as amended, and, as a result, the application does not contain any separate provisions relating to withdrawn employers.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #31 – 6.09 Narrative Statement of Reasons for Critical Declining Status

Does the application include a narrative statement of the reasons the plan is in critical and declining status?

See Section 6.09 of Revenue Procedure 2017-43.

Attached as Document 31.1 is a narrative statement of the reasons the Plan is in critical and declining status.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 31.1

Narrative Statement of Reasons for Critical and Declining Status

The significant reduction of hours of service for which contributions are due, the annual payments for legacy benefit costs, and a rising annual negative percentage of cash flow has resulted in the critical and declining funded status of the Southwest Ohio Regional Council of Carpenters Pension Plan.

At the beginning of the 2000 Plan Year, the Southwest Ohio Regional Council of Carpenters Pension Plan was well-funded at 101% on a market basis, with over 4,500,000 hours of service worked by contributing active union members. The average hours of service for which contributions were due for the 10 years from 2000 through 2009 was 3,294,478. In Plan Years 2009 through 2015, the average hours of service for which contributions were due were 2,237,699, including a low of 1,966,833 in 2010 during the recession following the financial crisis.

The Plan has had negative cash flow for many years. In 2000, the negative cash flow was 3.5%; however, the negative cash flow has continued to worsen over the years, reaching 8.4% in 2009, 9.3% in 2010, 9.1% in 2011, 8.2% in 2012, and 8.5% in 2013. The continual negative cash flow has eroded the Plan's funding status such that it is now critical and declining.

The investment returns on assets have been significantly reduced due to the losses during the 2008 financial crisis, and have not been sufficient to remediate the Plan's negative cash flow. Nor are they likely to do so in the forseeable future in the absence of the approval and implementation of this requested suspension of benefits application.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #32 – 7.01 Plan Identification Information

Does the application include the required plan sponsor identification information?

See Section 7.01 of Revenue Procedure 2017-43.

Plan Sponsor Identification Information:

Plan Sponsor: Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan

Address: 700 Tower Drive, Suite 300, Troy, Michigan 48098

Telephone No.: (800) 435-2388
(330) 779-8862

Facsimile No.: (248) 813-9898

Email: The Board of Trustees does not have a separate email address. Correspondence may be sent to the Fund Administrative Manager via electronic mail to eryka.stamatakos@benesys.com.

Employer Identification No.: 31-6127287

Plan Number: 001

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #33 – 7.02 Plan Identification Information

Does the application include the required plan identification information?

See Section 7.02 of Revenue Procedure 2017-43.

Plan Identification Information:

Plan Name: Southwest Ohio Regional Council of Carpenters Pension Plan

Plan No. 001

Plan Employer Identification Number: 31-6127287

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #34 – 7.03 Retiree Representative Information

Does the application include the required retiree representative information (if applicable)?

See Section 7.03 of Revenue Procedure 2017-43.

Not Applicable. The Southwest Ohio Regional Council of Carpenters Pension Plan is not a plan described in Internal Revenue Code Section 432(e)(9)(B)(v)(I); thus, a retiree representative is not required to be appointed.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #35 – 7.04 Enrolled Actuary Information

Does the application include the required enrolled actuary information?

See Section 7.04 of Revenue Procedure 2017-43.

Required Enrolled Actuary Information:

Jason Birkle, EA, MAAA, ASA
Cuni, Rust & Strenk
4555 Lake Forest Drive, Suite 620
Cincinnati, Ohio 45242
Phone: (513) 985-6184
Fax: (513) 985-6185
Jason.birkle@crsact.com

Enrollment No. 17-07856

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN: 31-6127287
Checklist Item #36 – 7.05 and Appendix C Designation of Power of Attorney

Does the application include a designation of power of attorney for each authorized representative who will represent the plan sponsor in connection with the application?

See Section 7.05 and Appendix C of Revenue Procedure 2017-43.

The executed designation of power of attorney for two authorized representatives, Scott Newsom and Jason Birkle, who will represent the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan in connection with this application, is attached as Document 36.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 36.1

POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE BEFORE THE DEPARTMENT OF THE TREASURY

Applicant Information:

Plan Name:	Southwest Ohio Regional Council of Carpenters Pension Plan
Plan Address:	700 Tower Drive, Suite 300 Troy, Michigan 48098
Plan Number:	001
Employer Identification Number:	31-6127287
Plan Contact:	Steve Schramm, Authorized Trustee 11100 Ashburn Road Cincinnati, Ohio 45240 P: 513-742-3278 E: sschramm@okinteriors.com F: 513-595-8493

Applicant hereby appoints the following representatives as attorney-in-fact to represent the taxpayer before the Department of the Treasury and perform acts related to the attached application dated June 29, 2018 for suspension of benefits under § 432(e)(9) of the Internal Revenue Code of 1986, as amended.

Representative Information No. 1:

Name:	Scott D. Newsom
Title:	Partner
Address:	Shumaker, Loop & Kendrick, LLP 1000 Jackson Street Toledo, Ohio 43604
Employer Identification Number:	34-4339491
Telephone Number:	419-241-9000
E-Mail Address:	snewsom@slk-law.com
Fax Number:	419-241-6894

Send copies of notices and communications to representative: Yes

With the exception of the acts described below, I authorize my representative to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the attached application dated June 29, 2018 for suspension of benefits under § 432(e)(9). For example, my representative shall have the authority to sign any agreements, consents, or similar documents.

Specific acts not authorized: None

Signature of Applicant and Date:

[redacted]

Date: 6-27-18

Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan

Declaration of Representative:

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice before the Internal Revenue Service;
- I am authorized to represent the Applicant for the matter(s) specified in this Power of Attorney and Declaration of Representative; and
- I am an attorney and a member in good standing of the bar of the highest court of the jurisdiction shown below.

Jurisdiction of License: State of Ohio; State of Indiana

Bar Number: 0067087; 23699-76

IRS CAF Number: 0200-46096R

Signature of Representative and Date:

[redacted]

Shumaker, Loop & Kendrick, LLP

Date: 6-27-18

Representative Information No. 2:

Name: Jason Birkle, EA, MAAA, ASA

Address: Cuni, Rust & Strenk
4555 Lake Forest Drive, Suite 620
Cincinnati, Ohio 43242

Document #36.1

Employer
Identification Number: 31-1227755

Telephone Number: 513-985-6184

E-Mail Address: jason.birkle@crsact.com

Fax Number: 513-985-6185

With the exception of the acts described below, I authorize my representative to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the attached application dated June 29, 2018 for suspension of benefits under § 432(e)(9). For example, my representative shall have the authority to sign any agreements, consents, or similar documents.

Specific acts not authorized: None

[redacted]

Board of Trustees of the Southwest Ohio
Regional Council of Carpenters Pension Plan

Declaration of Representative:

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice before the Internal Revenue Service;
- I am authorized to represent the Applicant for the matters specified in this Power of Attorney and Declaration of Representative; and
- I am enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by Section 10.3(d) of Circular 230).

Enrollment Number: 17-07856

[redacted]

Date: 6/27/2018

Document #36.1

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #37 – 7.06 Required Plan Documents

Does the application include:

- *the required plan documents;*
- *any recent amendments;*
- *the summary plan description (SPD);*
- *the summary of material modifications; and*
- *the most recent determination letter?*

See Section 7.06 of Revenue Procedure 2017-43.

The application includes the following documents attached:

Document 37.1 – The most recent determination letter issued on the Southwest Ohio Regional Council of Carpenters Pension Plan, dated September 2, 2015.

Document 37.2 – The Southwest Ohio Regional Council of Carpenters Pension Plan, dated January 1, 2014, and an amendment to the Plan adopted June 7, 2018 effective August 1, 2018.

Document 37.3 – The most recent Summary Plan Description, dated January 1, 2017, and a copy of the Notice of Adjustable Benefits Reduction/Summary of material modifications dated June 29, 2018.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 37.1

The most recent determination letter issued on the Southwest Ohio Regional Council of Carpenters Pension Plan, dated September 2, 2015.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 02 2015

BOARD OF TRUSTEES OF SOUTHWEST OHIO
REGIONAL COUNCIL OF CARPENTERS
C/O SHUMAKER LOOP & KENDRICK LLP
SCOTT D NEWSOM
1000 JACKSON ST
TOLEDO, OH 43604

Employer Identification Number:
31-6127287
DLN:
17007035086015
Person to Contact:
SHERRETTE LAZENBY ID# 52100
Contact Telephone Number:
(804) 916-8259
Plan Name:
SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN
Plan Number: 001

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

- The significance and scope of reliance on this letter,
- The effect of any elective determination request in your application materials,
- The reporting requirements for qualified plans, and
- Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on 12/04/14 & 01/24/14.

This determination letter also applies to the amendments dated on

BOARD OF TRUSTEES OF SOUTHWEST OHIO

09/06/12 & 12/08/11.

This determination letter also applies to the amendments dated on 09/08/11 & 06/03/10.

You can't rely on this letter after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after we received the application. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read it and keep it with this letter.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

Karen D. Truss

Karen D. Truss
Director, EP Rulings & Agreements

Addendum

BOARD OF TRUSTEES OF SOUTHWEST OHIO

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference.

This determination also applies to the amendment dated 04/29/10.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 37.2

The Southwest Ohio Regional Council of Carpenters Pension Plan, dated January 1, 2014, and an amendment to the Plan adopted June 7, 2018, effective August 1, 2018.

SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN

as amended and restated effective January 1, 2014*

*Except as otherwise noted.

TABLE OF CONTENTS

PREAMBLE

WHEREAS, pursuant to collective bargaining, the Miami Valley Carpenters Pension Plan (subsequently known as the Southwest Ohio District Council of Carpenters - Dayton Pension Plan) was established effective May 1, 1964; and

WHEREAS, pursuant to collective bargaining, the Ohio Valley Carpenters District Council Pension Plan (subsequently known as the Southwest Ohio District Council of Carpenters – Cincinnati Pension Plan) was established effective June 1, 1962; and

WHEREAS, effective January 1, 1999, the Southwest Ohio District Council of Carpenters - Cincinnati Pension Plan was merged into the Southwest Ohio District Council of Carpenters - Dayton Pension Plan, and the name of the latter was changed to the Southwest Ohio Regional Council of Carpenters Pension Plan; and

WHEREAS, said latter Plan was then amended by restatement effective January 1, 1999 to reflect the foregoing; and

WHEREAS, the Plan was then again amended by restatement to ensure its continuing qualification under section 401(a) of the Internal Revenue Code of 1986, as amended by the Uruguay Round Agreements Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997 and the Internal Revenue Service Restructuring and Reform Act of 1998 ("GUST"); and

WHEREAS, the Plan was amended by restatement to reflect certain benefit increases as well as guidance issued by the Internal Revenue Service relating to GUST; and

WHEREAS, the Plan was amended by restatement to ensure its continuing qualification under section 401(a) of the Internal Revenue Code of 1986, as amended by the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"); and

WHEREAS, the Trustees desire to again amend the Plan by restatement to ensure its continuing qualification under section 401(a) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, it is agreed that the Plan again be amended by restatement effective January 1, 2014 (except as otherwise noted), to provide as follows.

The provisions of this amended and restated Plan shall apply to individuals who are, or who become, participants on or after January 1, 2014, unless the provisions hereof specifically provide otherwise. Any rights and benefits of other individuals shall be determined by the provisions of the Plan in effect on the date participation therein ceased.

ARTICLE 1

DEFINITIONS

Section 1.1 - Accrual Computation Period

"Accrual Computation Period" means the Plan Year.

Section 1.2 - Accrued Benefit

"Accrued Benefit" means the monthly pension benefit that an individual has earned at any particular time (expressed in terms of a Straight Life Annuity beginning at the Normal Retirement Date), based on the benefit formula in section 3.1.

If an individual incurs a Forfeiture of Service, the Accrued Benefit attributable to service prior to such event shall be zero. In addition, if a lump sum payment is made pursuant to section 3.1, section 3.2, section 3.3 or section 3.11, the Accrued Benefit attributable to service before such distribution shall be zero, subject to the repayment provisions of such sections.

Except to the extent benefits are suspended in accordance with section 4.7, the amount of any form of benefit shall have the same Actuarial Value as the Accrued Benefit in the form of a Straight Life Annuity beginning at the Normal Retirement Date.

As a result of the adoption by the Board of Trustees of a "free look" withdrawal provision, the Accrued Benefit of an Employee whose Employer ceases contributions to the Plan and, as a result of the "free look" rule in section 4210 of ERISA, owes no withdrawal liability, shall not be paid to the extent such Accrued Benefit reflects service with the Employer before the Employer had an obligation to contribute to the Plan.

Section 1.3 - Actuarial Value

"Actuarial Value" means an amount or series of amounts of equivalent value determined by the assumptions in Appendix I.

Section 1.4 - Annuity Starting Date

"Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form. However, in no event shall the Annuity Starting Date be later than the Required Beginning Date, as defined in section 4.6(o).

Section 1.5 - Association

"Association" means (i) the West Central Ohio Division, Associated General Contractors of Ohio, Inc., Associated General Contractors of America, (ii) the Labor Relations Division, Cincinnati Division, Ohio Building Chapter, Associated General Contractors of America, or (iii) both, as the context requires.

Section 1.6 - Beneficiary

"Beneficiary" means the person or entity properly designated to receive benefits that may be payable after death pursuant to the provisions hereof. Notwithstanding the foregoing, however, the Beneficiary shall be the spouse to whom the deceased individual was married at death, subject to a Qualified Election. If no valid Beneficiary designation form has been filed with the Board of Trustees at the date of the death of an individual on whose behalf a survivorship benefit is payable or if such deceased individual is not survived by the Beneficiary he or she has designated, the Beneficiary shall be deemed to be:

(a) the surviving spouse of the decedent or, if the decedent has no surviving spouse,

(b) the estate of the decedent.

Notwithstanding the foregoing, the Beneficiary of a Participant or Former Participant shall be the spouse to whom the Participant or Former Participant was married at death, subject to a Qualified Election. Furthermore, effective January 1, 2010, if a Participant or Former Participant designates his or her spouse as the Beneficiary, and the Participant or Former Participant and such spouse are legally divorced subsequent to the date of such designation, the designation of such spouse as a Beneficiary hereunder will be deemed null and void unless the Participant or Former Participant, subsequent to the legal divorce, reaffirms such designation by completing a new Beneficiary designation form.

Section 1.7 - Board of Trustees

"Board of Trustees" means the entity comprised of an equal number of union trustees and management trustees, as required by the Labor-Management Relations Act of 1947, as amended, which entity is responsible for administering the Plan. The Board of Trustees is the "administrator," as that term is used in ERISA.

Section 1.8 - Break in Service

"Break in Service" means the failure to complete at least one Hour of Service with an Employer during the Accrual Computation Period, the Eligibility Computation Period or the Vesting Computation Period, as the case may be.

Effective on and after December 12, 1994, no Participant shall incur a Break in Service as a result of a period of Qualified Military Service if he or she returns to Covered Employment with an Employer after such military service ends and within such time as his or her reemployment rights are guaranteed by federal law.

Section 1.9 - Code

"Code" means the Internal Revenue Code of 1986, as amended.

Section 1.10 - Collective Bargaining Agreement

"Collective Bargaining Agreement" means the written agreement that governs the wages, hours and working conditions of Employees working in Covered Employment.

Section 1.11 - Compensation

Compensation means wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with an Employer to the extent that the amounts are includible in gross income (including, but not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan [as described in section 1.62-2(c) of the regulations], and excluding the following:

(1) employer contributions [other than elective contributions described in section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b) of the Code] to a plan of deferred compensation [including a simplified employee pension described in section 408(k) of the Code or a simple retirement account described in section 408(p) of the Code, and whether or not qualified] to the extent such contributions are not includible in the Employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified), other than amounts received during the year by an Employee pursuant to a nonqualified unfunded deferred compensation plan to the extent includible in gross income;

(2) amounts realized from the exercise of a nonstatutory stock option [that is, an option other than a statutory stock option as defined in section 1.421-1(b) of the regulations], or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(3) amounts realized from the sale, exchange or other disposition of stock acquired under a statutory stock option;

(4) other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in section 125 of the Code); and

(5) other items of remuneration that are similar to any of the items listed in (1) through (4) above.

For any self-employed individual, Compensation shall mean earned income.

Except as provided herein, Compensation for a Limitation Year is the Compensation actually paid or made available (or, if earlier, includible in gross income) during such Limitation Year. Compensation for a Limitation Year shall include amounts earned but not paid during the Limitation Year solely because of the timing of pay periods and pay dates, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included in a uniform and consistent basis with respect to all similarly situated Employees, and no Compensation is included in more than one Limitation Year.

For Limitation Years beginning on or after July 1, 2007, Compensation for a Limitation Year shall also include Compensation paid by the later of 2 1/2 months after an Employee's severance from employment with an Employer or the end of the Limitation Year that includes the date of the Employee's severance from employment with an Employer, if the payment is regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the Employee while the Employee continued in employment with an Employer.

Any payments not described above shall not be considered Compensation if paid after severance from employment, even if they are paid by the later of 2 1/2 months after the date of severance from employment or the end of the Limitation Year that includes the date of severance from employment, except payments to an individual who does not currently perform services for an Employer by reason of Qualified Military Service [within the meaning of section 414(u)(1) of the Code] to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for an Employer rather than entering Qualified Military Service.

Back pay, within the meaning of section 1.415(c)-2(g)(8) of the regulations, shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included in this definition.

For Limitation Years beginning after December 31, 1997, Compensation paid or made available during such Limitation Year shall include amounts that would otherwise be included in Compensation but for an election under section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Code.

Compensation shall not include amounts paid as Compensation to a nonresident alien, as defined in section 7701(b)(1)(B) of the Code, who is not a Participant to the extent the Compensation is excludible from gross income and is not effectively connected with the conduct of a trade or business within the United States.

The annual compensation of each participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed $200,000. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be $150,000 for any determination period beginning in 1996 or earlier; $160,000 for any determination period beginning in 1997, 1998 or 1999; and $170,000 for any determination period beginning in 2000 or 2001. The $200,000 limit on annual compensation shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. In determining benefit accruals in the Plan Years beginning after December 31, 2001, the annual compensation limit in this paragraph for determination periods beginning before January 1, 2002, shall be $150,000 for any determination period beginning in 1996 or earlier, $160,000 for any determination period beginning in 1997, 1998 or 1999, and $170,000 for any determination period beginning in 2000 or 2001.

Section 1.12 - Contiguous Non-Covered Employment

"Contiguous Non-Covered Employment" means Non-Covered Employment that precedes or follows Covered Employment, provided no quit, discharge, or retirement occurs between such Covered Employment and Non-Covered Employment. However, Contiguous Non-Covered Employment shall not include service with a person or entity while such person or entity was not an Employer.

Section 1.13 - Council

"Council" means the Indiana-Kentucky-Ohio Regional Council of Carpenters, and any successor.

Section 1.14 - Covered Employment

"Covered Employment" means the classification of employment, as defined in the Collective Bargaining Agreement or other written agreement, for which contributions to the Plan are required of an Employer.

Section 1.15 - Early Retirement Date

"Early Retirement Date" means the first day of any month prior to the Normal Retirement Date as of which a Participant attains the age of at least 50 years and has completed at least five Years of Vesting Service.

Section 1.16 - Eligibility Computation Period

"Eligibility Computation Period" means the 12-month period that begins on the date the Employee first completes an Hour of Service for an Employer. Thereafter, Eligibility Computation Period means the Plan Year, beginning with the Plan Year that includes the last day of the first Eligibility Computation Period.

Section 1.17 - Employee

"Employee" means any person whose legal status is that of a common-law employee, including Leased Employees to the extent provided in section 1.24.

Section 1.18 - Employer

"Employer" means:

(a) Any individual, firm, association, partnership or corporation that is a member of the Association (or is represented in collective bargaining by the Association), that is bound by the Collective Bargaining Agreement and in accordance therewith is obligated to make contributions to the Plan.

(b) Any individual, firm, association, partnership or corporation that is not a member of nor represented in collective bargaining by the Association, but that has executed or is otherwise bound by the Collective Bargaining Agreement and in accordance therewith is obligated to make contributions to the Plan.

(c) The Council or any Union (or both) to the extent that it acts in the capacity of an employer of its employees on whose behalf it is obligated to make contributions to the Plan in accordance with the Collective Bargaining Agreement or other written agreement.

(d) The Board of Trustees to the extent that it acts in the capacity of an employer of its employees on whose behalf contributions to the Plan are required in accordance with the Collective Bargaining Agreement or other written agreement.

(e) Any board of trustees, committee or other agency established to administer fringe benefit, apprenticeship or related funds or other programs established through collective bargaining with the Council to the extent such entity acts in the capacity of an employer of its employees on whose behalf contributions to the Plan are required in accordance with the Collective Bargaining Agreement or other written agreement.

Section 1.19 - ERISA

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

Section 1.20 - Forfeiture of Service

"Forfeiture of Service" means:

(a) prior to January 1, 1999, the permanent loss of service under the Southwest Ohio District Council of Carpenters – Cincinnati Pension Plan or under the Southwest Ohio District Council of Carpenters – Dayton Plan (as the case may be), based on the provisions thereof in effect at the applicable time; and

(b) after December 31, 1998, the occurrence of five consecutive Breaks in Service.

However, an individual will not incur a Forfeiture of Service, and will continue to be credited with his or her pre-break Years of Vesting Service, if he or she (a) separates from service with at least five Years of Vesting Service, or (b) separates from service with less than five Years of Vesting Service but is reemployed before incurring five consecutive one year Breaks in Service.

Section 1.21 - Hour of Service

"Hour of Service" means:

(a) each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours shall be credited to the Employee for the computation period in which the duties are performed;

(b) each hour for which an Employee is paid, or entitled to payment by the Employer, on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. However, no more than one Hour of Service shall be credited under this subparagraph for any single continuous period (whether or not the period occurs in a single computation period). Hours under this subparagraph shall be calculated and credited pursuant to Department of Labor Reg. Sec. 2530.200b-2, which is incorporated herein by this reference; and

(c) each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service shall not be credited both under subparagraph (a) or subparagraph (b), as the case may be, and under this subparagraph. These hours shall be credited to the Employee for the computation period or periods to which the award or agreement pertains, rather than the computation period in which the award, agreement or payment is made. No more than one Hour of Service will be credited for payments of back pay, to the extent back pay is agreed to or awarded for a period of time during which the Employee did not or would not have performed duties.

Hours of Service shall be credited for employment with other members of an affiliated service group [under section 414(m) of the Code], a controlled group of corporations [under section 414(b) of the Code], or a group of trades or businesses under common control [under section 414(c) of the Code] of which the Employer is a member, and any other entity required to be aggregated with the Employer pursuant to section 414(o) of the Code.

Hours of Service will also be credited for any individual considered an Employee for purposes of the Plan under section 414(n) or section 414(o) of the Code.

Solely for purposes of determining whether a Break in Service has occurred for participation and vesting purposes in a computation period, an individual who is absent from work for maternity or paternity reasons shall receive credit for the Hours of Service that would otherwise have been credited to such individual but for such absence or, in any case in which such Hours of Service cannot be determined, eight Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence (1) by reason of the pregnancy of the individual, (2) by reason of a birth of a child of the individual, (3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Service credited under this paragraph shall be credited either in the computation period in which the absence begins (if the crediting is necessary to prevent a Break in Service in that period) or, in all other cases, the following computation period. However, the provisions of this paragraph shall not apply unless such individual was in the active service of an Employer immediately prior to such absence, nor to any Plan Year that begins before January 1, 1985.

If the Board of Trustees enters into a "money follows the man" reciprocity agreement, any money and hours transferred to the Plan pursuant to such reciprocity agreement shall be credited to the Participant in the manner determined by the Board of Trustees for the purpose of determining his or her Accrued Benefit. Any money and hours transferred from the Plan pursuant to such reciprocity agreement shall not be considered when determining the value of the affected person's Accrued Benefit nor the vested status thereof.

* * *

Department of Labor Regulation section 2520.200b-2(b) and section 2520.200b-2(c) are hereby incorporated by reference.

Section 1.22 - Inactive Employee

"Inactive Employee" means a person (other than a Beneficiary or an alternate payee under a Qualified Domestic Relations Order) whose participation in the Plan has ceased pursuant to section 2.2, but who is entitled (or may be entitled) to a benefit from the Plan, either currently or at a later date.

Section 1.23 - Joint and Survivor Annuity

"Joint and Survivor Annuity" means an immediate annuity providing monthly payments for life to the Participant and monthly payments for life to the spouse to whom the Participant was married at the time payments to the Participant commenced, in an amount equal to 50 percent, 75 percent or 100 percent (as elected by the Participant) of the amount being paid to the Participant (provided such spouse survives the Participant).

If none of the foregoing percentages is elected as provided herein, the percentage shall be 100.

Section 1.24 - Leased Employee

"Leased Employee" means any person (other than an employee of the recipient) who pursuant to an agreement between the recipient and any other person ("leasing organization") has performed services for the recipient [or for the recipient and related persons determined in accordance with section 414(n)(6) of the Code] on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control by the recipient (or, prior to January 1, 1997, such services are of a type historically performed by employees in the business field of the recipient). Contributions or benefits provided a Leased Employee by the leasing organization that are attributable to services performed for the recipient employer shall be treated as provided by the recipient employer.

A Leased Employee shall not be considered an employee of the recipient if: (i) such employee is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in section 415(c)(3) of the Code, but including amounts contributed pursuant to a salary reduction agreement that are excludable from the employee's gross income under section 125, section 402(e)(3), section 402(h) or section 403(b) of the Code, (2) immediate participation, and (3) full and immediate vesting; and (ii) Leased Employees do not constitute more than 20 percent of the recipient's nonhighly compensated workforce.

Section 1.25 - Limitation Year

"Limitation Year" means the Plan Year.

Section 1.26 - Non-Covered Employment

"Non-Covered Employment" means employment for which contributions by an Employer to the Plan are not required by either the Collective Bargaining Agreement or by any other written agreement permitting participation in the Plan.

Section 1.27 - Normal Retirement Age

"Normal Retirement Age" means the later of age 62 or the fifth anniversary of the participation commencement date. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan. The anniversary date for Participants who first commenced participation in the Plan beginning before the first Plan Year beginning on or after January 1, 1988, shall be the earlier of (a) the tenth anniversary of the Participant's participation commencement date, or (b) the fifth anniversary of the participation commencement date beginning on or after January 1, 1988. For purposes of the foregoing, the participation commencement date shall be the first day of the Plan Year in which the Employee became a Participant. In all cases, however, participation before a Forfeiture of Service shall be disregarded.

Section 1.28 - Normal Retirement Date

"Normal Retirement Date" means the first day of the month following the Normal Retirement Age.

Section 1.29 - Participant

"Participant" means an Employee who, at the particular time, has satisfied the eligibility requirements of Article II for participation, and who is not an Inactive Employee.

Section 1.30 - Plan

"Plan" means the Southwest Ohio Regional Council of Carpenters Pension Plan, including any amendments.

Section 1.31 - Plan Year

"Plan Year" means the calendar year.

Section 1.32 - Qualified Election

"Qualified Election" means a waiver of the Joint and Survivor Annuity or the death benefit payment to the spouse in the event of death. Any waiver of a Joint and Survivor Annuity or a death benefit payment shall not be effective unless (a) the spouse consents in writing to the election; (b) the election designates a specific alternate Beneficiary, including any class of beneficiaries or any contingent beneficiaries, that may not be changed without spousal consent (or the spouse expressly permits designations by the Participant without any further spousal consent); (c) the spouse's consent acknowledges the effect of the election; and (d) the spouse's consent is witnessed by a Plan representative or notary public. Additionally, a waiver of the Joint and Survivor Annuity will not be effective unless the election designates a form of benefit payment that may not be changed without spousal consent (or the spouse expressly permits designations without any further spousal consent). If it is established to the satisfaction of a Plan representative that such written consent may not be obtained because there is no spouse or the spouse cannot be located, a waiver will be deemed a Qualified Election. If the spouse is legally incompetent, a Qualified Election may be given by the spouse's legal guardian (even if the Participant is the legal guardian). Finally, if the Participant is legally separated or has been abandoned (within the meaning of local law) and has a court order to that effect, spousal consent is not required for a Qualified Election, unless a Qualified Domestic Relations Order provides otherwise.

Any consent by a spouse obtained under this provision (or establishment that the consent of a spouse may not be obtained) shall be effective only with respect to such spouse. A consent that permits designations by the Participant without any requirement of further consent by such spouse must acknowledge that the spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit where applicable, and that the spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the spouse at any time prior to the commencement of benefits. The number of revocations prior to the commencement of benefits shall not be limited.

For purposes hereof, a former spouse will be treated as a spouse or surviving spouse and a current spouse will not be treated as a spouse or surviving spouse to the extent provided in a Qualified Domestic Relations Order [as defined in section 414(p) of the Code].

Section 1.33 - Qualified Military Service

"Qualified Military Service" means any service in the United States uniformed services (as defined in Chapter 43 of Title 38, United States Code) by any Employee if such Employee is entitled to reemployment rights under such chapter of the United States Code with respect to such service.

Section 1.34 - Social Security Retirement Age

"Social Security Retirement Age" means the age used as the retirement age for the Participant under section 216(1) of the Social Security Act except that such section shall be applied without regard to the age increase factor, and as if the early retirement age under section 216(1)(2) of such Act were 62.

Section 1.35 - Straight Life Annuity

"Straight Life Annuity" means a monthly benefit payment for the life of the recipient with no monthly survivorship benefits.

Section 1.36 - Ten-Year Certain and Life Benefit

"Ten-Year Certain and Life Benefit" means a form of benefit payment providing monthly payments for the life of the Participant, with the provision that if the Participant dies before having received 120 monthly payments, the remainder shall be paid to the Beneficiary as provided in section 3.9(d).

Section 1.37 - Total and Permanent Disability

"Total and Permanent Disability" means that based on medical evidence satisfactory to the Board of Trustees, a person is totally unable, as a result of bodily injury or disease, to engage in any further employment or gainful pursuit for the remainder of his or her life.

Section 1.38 - Trade Disability

"Trade Disability" means that based on medical evidence satisfactory to the Board of Trustees a person is unable, as a result of bodily injury or disease, to perform any of the work described in the Collective Bargaining Agreement for the remainder of his or her life.

Section 1.39 - Union

"Union" means any local union affiliated with the Indiana-Kentucky-Ohio Regional Council of Carpenters, which union is a party to a Collective Bargaining Agreement requiring contributions to the Plan.

Section 1.40 - Vesting Computation Period

"Vesting Computation Period" means the Plan Year.

Section 1.41 - Year of Credited Service

"Year of Credited Service" means a Plan Year (beginning January 1, 1999) during which Employer contributions for an individual are required for 1,500 hours of work in Covered Employment at the base journeyman's contribution rate. If Employer contributions for an individual are required for more or less than 1,500 hours of work during a Plan Year at the base journeyman's contribution rate, the credited service for that Plan Year shall be a fraction, the numerator of which is the number of hours for which Employer contributions at the base journeyman's contribution rate are required on behalf of such person and the denominator of which is 1,500. (If Employer contributions are required for an individual during a Plan Year at a contribution rate other than the base journeyman's rate, the credited service for that Plan Year shall be earned on a pro-rata basis, determined as a ratio of the required hourly contribution rate to the base journeyman's rate.)

Notwithstanding the foregoing, no periods of self-employment shall be taken into account when determining credited service, and all Years of Credited Service prior to a Forfeiture of Service shall be disregarded.

Section 1.42 - Years of Vesting Service

"Years of Vesting Service" means the sum of the following:

(a) the number of years of service an individual had earned as of December 31, 1998, under the Southwest Ohio District Council of Carpenters - Cincinnati Pension Plan or the Southwest Ohio District Council of Carpenters - Dayton Pension Plan (as the case may be) for vesting purposes, and

(b) after December 31, 1998, the number of Plan Years during which an Employee completes at least 1,000 Hours of Service in Covered Employment or in Contiguous Non-Covered Employment, with partial credit being granted as follows:

Hours of Service in Covered Employment and in Contiguous Non-Covered Employment During a Plan Year	Years of Vesting Service
900-999	.9
800-899	.8
700-799	.7
600-699	.6
500-599	.5
400-499	.4
300-399	.3

Hours of Service in Covered Employment and in Contiguous Non-Covered Employment During a Plan Year	Years of Vesting Service
200-299	.2
100-199	.1
Less than 100	-0-

* * *

Notwithstanding the foregoing, no periods of self-employment shall be taken into account when determining Years of Vesting Service, and Years of Vesting Service prior to a Forfeiture of Service shall be disregarded.

ARTICLE 2

PARTICIPATION

Section 2.1 - Time of Participation

Each person who was participating in the Plan on January 1, 2014, shall remain a Participant until his or her participation ceases pursuant to section 2.2.

A person who first completes an Hour of Service after December 31, 2013, and on whose behalf a contribution to the Plan is required by the Collective Bargaining Agreement or other written agreement shall become a Participant on the first day of the month following the completion of 500 Hours of Service during his or her Eligibility Computation Period, provided such person is working in Covered Employment at the time participation would otherwise begin. However, no person shall become a Participant if, prior to the time an obligation to make a contribution to the Plan for such person is required, contributions are to be reciprocated to another tax-qualified plan.

Section 2.2 - Cessation of Participation

A person who has satisfied the participation requirements of section 2.1 shall cease being a Participant in the Plan upon the occurrence of any of the following:

(a) Death.

(b) Incurring a Break in Service.

(c) The occurrence of an obligation by the Board of Trustees to reciprocate Employer contributions made on such person's behalf to another tax-qualified plan.

However, such person may thereupon become an Inactive Employee.

Section 2.3 - Reemployed Participant

If an Employee satisfies the participation requirements of section 2.1, terminates employment with an Employer, and is later reemployed by an Employer, the Employee will become a Participant as of the day contributions to the Plan are first required for him or her pursuant to the Collective Bargaining Agreement or other written agreement, unless such person has incurred a Forfeiture of Service when he or she is reemployed. In such case, the Employee will become a Participant in accordance with the provisions of the second paragraph of section 2.1.

Section 2.4 - **Transfer from Contiguous Non-Covered Employment**

If an Employee transfers from Contiguous Non-Covered Employment with an Employer to Covered Employment, Hours of Service in such Contiguous Non-Covered Employment will be taken into account to determine if the Employee has satisfied the participation requirements of section 2.1.

Section 2.5 - **Self-Employed Individuals**

Notwithstanding any provision in this Article II, no person who is self-employed shall be a Participant.

Section 2.6 - **Provisions Relating to Leased Employees**

(a) Safe-Harbor. Notwithstanding any other provisions of the Plan, for purposes of the pension requirements of section 414(n)(3) of the Code, employees of the Employer shall include individuals defined as Leased Employees in section 1.24.

(b) Participation and Accrual. A Leased Employee shall not become a Participant in, nor accrue benefits under, the Plan based on service as a Leased Employee unless the Collective Bargaining Agreement or other written agreement between the Council and an Employer provides otherwise.

ARTICLE 3

BENEFIT ELIGIBILITY AND AMOUNTS

Section 3.1 - **Normal Retirement Benefit**

Subject to section 3.7, section 3.11 and article 4, a Participant who retires on his or her Normal Retirement Age after December 31, 2013, is entitled to a lifetime monthly retirement benefit equal to the sum of the following:

(a) The benefit such person had accrued in the Southwest Ohio District Council of Carpenters-Cincinnati Pension Plan, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998.

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

The Accrued Benefit shall be totally nonforfeitable at a Participant's Normal Retirement Age and at all times thereafter.

If a Participant does not retire at his or her Normal Retirement Age and if the Annuity Starting Date is after the Normal Retirement Date, the monthly benefit payable to such Participant upon retirement shall be greater of:

(a) an amount that has the same Actuarial Value as the Accrued Benefit that would have been payable to the Participant at his or her Normal Retirement Date; or

(b) the Accrued Benefit at his or her actual retirement date.

If the Participant first becomes entitled to additional benefits after the Normal Retirement Date, the actuarial increase in such benefits will start from the date such benefits would first have been paid, not from the Normal Retirement Date. Such payment date shall be the February 1 of the calendar year that follows the calendar year in which the additional accruals were earned or, in the case of a benefit increase, the date specified in the amendment adopting the increase.

Notwithstanding the foregoing, if the Participant has been notified of the Plan's suspension of benefit rules, and if payment of benefits has been suspended pursuant to section 4.7(b), the Actuarial Value of the Accrued

Benefit at his or her Normal Retirement Age shall be actuarially increased only for that number of months (if any) between the Participant's Normal Retirement Date and his or her Annuity Starting Date during which benefits were not properly suspended pursuant to section 4.7.

If a Participant does not continue to work beyond his or her Normal Retirement Date and if the Annuity Starting Date is after the Normal Retirement Date, the monthly benefit will be the Accrued Benefit at the Normal Retirement Date, actuarially increased for each month for which benefits were not paid between the Normal Retirement Date and the Annuity Starting Date, and then converted as of the Annuity Starting Date to the form of benefit elected in the pension application or, if none, to the Joint and Survivor Annuity.

If the Actuarial Value of the Accrued Benefit of a Participant who retires on or after his or her Normal Retirement Date exceeds $5,000 but does not exceed $10,000, and if the Participant so requests, the Actuarial Value of such Accrued Benefit shall be paid to the Participant in a lump sum. The foregoing, however, shall be subject to the receipt of a Qualified Election, and the Plan being permitted to pay lump sum benefits pursuant to Section 432 of the Code.

If an individual who received a lump sum payment pursuant to the prior paragraph again becomes a Participant, he or she shall have the right to restore his or her Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate determined for purposes of section 411(c)(2)(C) of the Code. Such repayment must be made before the earlier of five years after the first date on which such person subsequently becomes a Participant or the date such person incurs five consecutive Breaks in Service following the date of distribution.

<u>Section 3.2</u> - <u>Early Retirement Benefit</u>

Subject to section 3.7, section 3.11 and article 4, a Participant who retires on an Early Retirement Date is entitled to a lifetime monthly retirement benefit equal to the sum of the following:

(a) the benefit such person had accrued in the Southwest Ohio District Council of Carpenters-Cincinnati Pension Plan, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998.

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

For retirements with a benefit commencement date prior to September 1, 2010, benefits accrued prior to January 1, 2009, shall be reduced by .0025 for each month and benefits accrued after December 31, 2008, shall be reduced by .003 for each month by which the commencement of the Early Retirement Benefit precedes the Normal Retirement Date, unless at the time of early retirement the Participant had retired from active employment (as defined herein) on an Early Retirement Date after December 31, 1999, had attained the age of at least 50 years and the sum of (a) his or her age and Years of Credited Service or (b) his or her age and years of continuous membership in the United Brotherhood of Carpenters and Joiners of America through December 31, 2008, equaled at least 80, in which case the monthly amount of benefits shall not be reduced.

For retirements with a benefit commencement date on or after September 1, 2010, but prior to January 1, 2013, benefits shall be reduced by .003 for each month by which the commencement of the Early Retirement Benefit precedes the Normal Retirement Date, unless:

(1) at the time of early retirement, the Participant had retired from active employment (as defined herein) on an Early Retirement Date on or after September 1, 2010, had attained the age of at least 55 years and the sum of (a) his or her age and Years of Credited Service equaled at least 85, and (b) he or she had at least 1,000 hours of contributions to the Plan for work in Covered Employment during the 24-month period immediately preceding his or her Early Retirement Date in which case the monthly amount of benefits shall not be reduced; or

(2) the Participant did not retire from active employment (as defined herein) and has incurred a Break in Service, in which case the benefits shall be reduced based on actuarial equivalent reductions from the Participant's Normal Retirement Date.

For retirements with a benefit commencement date on or after January 1, 2013, benefits shall be reduced based on actuarial equivalent reductions from the Participant's Normal Retirement Date.

In the case of an individual whose eligibility for an unreduced early retirement is based on years of continuous membership in the United Brotherhood of Carpenters and Joiners of America, such person must have at least 15 Years of Credited Service. However, effective January 1, 2009 (but only for benefits accrued on or after that date), years of continuous membership in the United Brotherhood of Carpenters and Joiners of America shall not be taken into consideration for purposes of determining eligibility for an unreduced Early Retirement Benefit.

For purposes of the foregoing, an individual shall be deemed to have retired from "active employment" only if Employer contributions were made on his or her behalf for at least 1,000 hours of work in Covered Employment during the 24-month period preceding the effective date of his or her early retirement.

If an individual who received a lump sum payment again becomes a Participant, he or she shall have the right to restore his or her Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate determined for purposes of section 411(c)(2)(C) of the Code. Such repayment must be made before the earlier of five years after the first date on which such person subsequently becomes a Participant or the date such person incurs five consecutive Breaks in Service following the date of distribution.

Section 3.3 - Deferred Vested Benefit

Subject to section 3.7, section 3.11 and article 4, a Participant who terminates employment after December 31, 2008, with at least five Years of Vesting Service, for any reason other than death, disability, or early or normal retirement, is entitled to a lifetime monthly retirement benefit equal to the sum of the following:

(a) The benefit such person had accrued in the Southwest Ohio District Council of Carpenters-Cincinnati Pension Plan, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998.

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

Payment of such benefit shall begin as of the Normal Retirement Date, as of the Early Retirement Date or as of the first day of any subsequent month that is prior to the Normal Retirement Date. However, if such payment begins prior to the Normal Retirement Date, the reduction described in section 3.2 shall apply.

If an individual who received a lump sum payment again becomes a Participant, he or she shall have the right to restore his or her Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate determined for purposes of section 411(c)(2)(C) of the Code. Such repayment must be made before the earlier of five years after the first date on which such person subsequently becomes a Participant or the date such person incurs five consecutive Breaks in Service following the date of distribution.

Section 3.4 - Disability Retirement Benefit

A Participant who has at least five Years of Vesting Service, who is not eligible for a Normal Retirement Benefit, who incurs a Total and Permanent Disability prior to July 1, 2010 and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the sum of the following:

(a) the benefit such person had accrued in the Southwest Ohio District Council of Carpenters Pension Plan-Cincinnati, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998, and

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

A Participant who has at least five Years of Vesting Service, who is not eligible for an Early Retirement Benefit, who incurs a Total and Permanent Disability on or after July 1, 2010 and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the sum of the following:

(a) the benefit such person had accrued in the Southwest Ohio District Council of Carpenters Pension Plan-Cincinnati, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998, and

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

Such sum shall be reduced based on actuarial equivalent reductions from the Participant's Normal Retirement Date.

A Participant who has at least five Years of Vesting Service, who is not eligible for an Early Retirement Benefit, who incurs a Total and Permanent Disability on or after July 1, 2010 and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the Participant's Early Retirement Benefit determined under Section 3.2.

If the Board of Trustees determines that the Participant is entitled to a Total and Permanent Disability Retirement Benefit based on a disability award from the Social Security Administration, the Total and Permanent Disability Retirement Benefit shall commence as of the first day of the month coincident with or next following the date the disability occurred, as determined by the Social Security Administration. If the Board of Trustees determines that the Participant is entitled to a Total and Permanent Disability Retirement Benefit, but the Participant has not received a disability award from the Social Security Administration, the Total and Permanent Disability Retirement Benefit shall commence as of the first day of the month coincident with or next following the later of (1) the receipt by the Board of Trustees of an application for the Total and Permanent Disability Retirement Benefit or (2) the date the Participant incurred the Total and Permanent Disability, as determined by the Board of Trustees. However, if a Participant applying for the Total and Permanent Disability Retirement Benefit is also eligible for an Early Retirement Benefit, such person may elect to have the Early Retirement Benefit commence as provided in section 3.3. In such event, if the Participant is subsequently determined to be eligible for the Total and Permanent Disability Retirement Benefit, his or her future monthly retirement benefit shall be adjusted to reflect the amount of the Total and Permanent Disability Retirement Benefit, and a lump sum payment equal to the product of (a) the difference between the monthly amount of the Total and Permanent Disability Retirement Benefit and the Early Retirement Benefit and (b) the number of months for which the Early Retirement Benefit was paid, shall be paid to such person.

A Participant who has at least five Years of Vesting Service, who is not eligible for a Normal or Early Retirement Benefit, who incurs a Trade Disability and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date his or her Trade Disability was incurred, is entitled to a Trade Disability Benefit equal to the Actuarial Equivalent of his or her Accrued Benefit determined as of the date the Trade Disability Benefit commences.

The Trade Disability Benefit shall commence as of the first day of the month coincident with or next following the later of (1) the receipt by the Board of Trustees of an application for the Trade Disability Benefit or (2) the date the Participant incurred the Trade Disability, as determined by the Board of Trustees.

If a Participant who is receiving a Trade Disability Benefit is subsequently determined by the Social Security Administration to be entitled to a disability benefit under the Old Age and Survivors Disability Insurance (OASDI) program, the Trade Disability Benefit shall be converted to a Total and Permanent Disability Retirement Benefit effective on the first day of the month coincident with or next following the date of disability, as determined by the Social Security Administration, and a lump sum payment shall be made to the Participant if necessary to reflect the conversion from the Trade Disability Benefit to the Total and Permanent Disability Retirement Benefit. Notwithstanding the foregoing, however such conversion shall occur only if the date of disability determined by the Social Security Administration is within 12 months of the date Employer contributions were made for such Participant.

Section 3.5 - Determination of Eligibility for Disability Retirement Benefit

The Board of Trustees shall determine the type of disability benefit to which a Participant may be entitled. The Board of Trustees may accept the certification of any duly licensed medical practitioner acceptable to the Board of Trustees that the applicant is either totally and permanently disabled or is disabled for work in the trade, or the Board of Trustees may require that the applicant submit to an examination by a physician or physicians selected by the Board of Trustees and, additionally, may require a person receiving the Total and Permanent Disability Retirement Benefit or the Trade Disability Benefit to submit to re-examination periodically, to provide such evidence of earnings, or both, as the Board of Trustees may direct. Failure to so submit or provide shall be a basis for suspension or termination of such benefit. The Board of Trustees may accept as evidence of Total and Permanent Disability a determination by the Social Security Administration that the applicant is entitled to a disability benefit under the Old Age and Survivors Disability Insurance (OASDI) program.

Upon the attainment of age 62, a Participant receiving the Disability Retirement Benefit shall not be required to submit continuing proof of disability.

Section 3.6 - Cessation of Disability Retirement Benefit

Any Participant receiving the Disability Retirement Benefit who subsequently ceases to be totally and permanently disabled or disabled for work in the trade (as the case may be) may apply for an Early Retirement Benefit (provided such person is eligible therefore), in which case the Early Retirement Benefit shall become payable for the month immediately following the month in which the Disability Retirement Benefit terminates.

Furthermore, the Disability Retirement Benefit shall cease with the payment due for the month immediately preceding the Participant's Normal Retirement Date, as of which he or she shall be deemed eligible for the Normal Retirement Benefit.

Section 3.7 - Form of Payment

(a) Joint and Survivor Annuity. Unless an optional form of benefit described in subparagraph (b) has been elected pursuant to a Qualified Election during the 180 day period (or 90 day period for notices given prior to January 1, 2007) preceding the Annuity Starting Date or unless the Participant is eligible for the Total and Permanent Disability Retirement Benefit or for the Trade Disability Benefit (in which case benefits shall be paid in the form of a Straight Life Annuity), a Participant who is married on his or her Annuity Starting Date shall receive benefits in the form of a Joint and Survivor Annuity.

The Joint and Survivor Annuity and the optional form of benefits described in subparagraph (b) shall have the same Actuarial Value. A Joint and Survivor Annuity shall not be available to an alternate payee under a Qualified Domestic Relations Order [as defined in section 414(p) of the Code].

(b) Other Forms of Payment. If a Participant is not married on his or her Annuity Starting Date or, if such person is married, pursuant to a Qualified Election, a Participant (other than a Participant who is eligible for the Total and Permanent Disability Retirement Benefit or the Trade Disability Benefit) may elect during the 180 day period (or 90 day period for notices given prior to January 1, 2007) preceding the Annuity Starting Date to receive retirement benefits in one of the following forms:

(i) Straight Life Annuity.

(ii) Ten-Year Certain and Life Benefit.

The following paragraph shall apply only to Participants who retire prior to April 30, 2010. A Participant who is eligible to elect one of the foregoing forms of benefit payments and who has not attained the Normal Retirement Date when his or her monthly benefit begins may elect to receive a monthly benefit, the amount of which is $800 higher (or such lesser amount, but in multiples of $100, as elected by the Participant) than the benefit payable at the Normal Retirement Date under the form of option elected and that has the same Actuarial Value as the form of benefit elected prior to the adjustment for increased benefits before the Normal Retirement Date. When such Participant attains his or her Normal Retirement Date, the monthly benefit payable to the Participant thereafter shall be reduced by the amount of the increase previously elected and paid to the Participant thereafter in the form of benefit elected. If the Participant dies before the Normal Retirement Date, the higher monthly benefit shall be reduced by the amount of the increase previously elected and the amount of the monthly benefit (if any) payable to the Beneficiary shall be based on the reduced amount. Notwithstanding the foregoing, an election to increase the monthly benefit payable under the form of option elected shall not be effective if the amount of the monthly benefit that would be payable to the Participant immediately after the Participant's Normal Retirement Date would be less than $200. Any post-retirement benefit increase applicable to a Participant who is receiving a monthly benefit in the form described in this paragraph will be applied uniformly to both the pre-age 62 and the post-age 62 portions of such benefit. If such increase is a flat-dollar monthly amount, such amount shall be added to both the pre-age 62 and the post-age 62 benefit. If such increase is a percentage of the monthly amount, such percentage shall also be applied to the pre-age 62 and the post-age 62 benefit. The benefit described in this paragraph shall not be available to an alternate payee under a Qualified Domestic Relations Order [as defined in section 414(p) of the Code].

No change in the form of payment shall be permitted after the Annuity Starting Date except (i) to the extent required by a Qualified Domestic Relations Order [as defined in section 414(p) of the Code] or (ii) as provided in section 3.6.

Section 3.8 - Pre-Retirement Death Benefit

(a) A death benefit shall be payable to the surviving spouse of a Participant who dies (i) on or after July 1, 2010, (ii) with at least five Years of Vesting Service, but (iii) prior to the Annuity Starting Date of an Early Retirement Benefit, if eligible. The death benefit shall be a monthly payment to the surviving spouse for life equal to the amount that would have been payable to the deceased Participant if he or she had retired and begun to receive benefits in the form of a Joint and Survivor Annuity (with a 50 percent survivor factor) on the day before the death, or, if later, the Participant's Earliest Retirement Age. Such benefit shall commence as of the first day of the month following the month in which the Participant dies, or the first day of the month following the month in which the Participant would have attained his or her Earliest Retirement Age if later, and shall cease following the payment due for the month in which the death of such spouse occurs.

(b) Any provision in this section to the contrary notwithstanding, if a Participant dies while receiving the monthly Total and Permanent Disability Retirement Benefit, he or she shall be deemed to have been working in Covered Employment at the date of death for purposes of determining the eligibility for, and the amount of, the pre-retirement death benefit.

(c) Notwithstanding the foregoing provisions of this section, if any Participant or Former Participant dies while performing Qualified Military Service, the Beneficiary of such Participant or Former Participant shall be entitled to any additional benefits (other than benefit accruals), including any applicable pre-retirement death benefit under this section 3.8 provided by the Plan as if the Participant or Former Participant had resumed Covered Employment and then terminated employment on account of death.

Section 3.9 - Post-Retirement Death Benefit

If a Participant dies after the Annuity Starting Date (other than that relating to the Total and Permanent Disability Retirement Benefit or the Trade Disability Benefit), any death benefit shall be governed by the survivorship provisions (if any) applicable to the form of retirement benefit that the Participant elected, or is deemed to have elected.

(a) If such form of benefit is the Joint and Survivor Annuity with a 100 percent survivor factor, the surviving spouse to whom the deceased Participant was married when monthly benefit payments to the Participant commenced shall receive monthly benefits for life, in an amount equal to 100 percent of the amount being paid to the Participant. Such benefits shall commence as of the first day of the month following the Participant's death and shall cease following the payment due for the month in which the death of such spouse occurs.

(b) If such form of benefit is the Joint and Survivor Annuity with a 75 percent survivor factor, the surviving spouse to whom the deceased Participant was married when monthly benefit payments to the Participant commenced shall receive monthly benefits for life, in an amount equal to 75 percent of the amount being paid to the Participant. Such benefits shall commence as of the first day of the month following the Participant's death and shall cease following the payment due for the month in which the death of such spouse occurs.

(c) If such form of benefit is the Joint and Survivor Annuity with a 50 percent survivor factor, the surviving spouse to whom the deceased Participant was married when monthly benefit payments to the Participant commenced shall receive monthly benefits for life, in an amount equal to 50 percent of the amount being paid to the Participant. Such benefits shall commence as of the first day of the month following the Participant's death and shall cease following the payment due for the month in which the death of such spouse occurs.

(d) If such form of benefit is the Ten-Year Certain and Life Benefit, and if the Participant dies before receiving 120 monthly payments, monthly payments in the amount being received by the Participant shall be paid to the Beneficiary of the Participant until a total of 120 monthly payments has been made to the Participant and Beneficiary in the aggregate. If the Participant dies after receiving 120 monthly payments, no further benefits shall be payable.

Section 3.10 - Non-Duplication

Benefits available to a Participant shall be reduced to the extent necessary to prevent a duplication of benefits, other than the Total and Permanent Disability Retirement Benefit or the Trade Disability Benefit.

Section 3.11 - Payment of Small Benefit and Payment of Benefit Pursuant to a Qualified Domestic Relations Order

If the Actuarial Value of a Participant's vested Accrued Benefit does not exceed $5,000 at the time he or she has applied for (and otherwise is entitled to receive) the Normal Retirement Benefit, the Early Retirement Benefit or the Deferred Vested Benefit, the Participant will receive a distribution of the Actuarial Value of the entire vested portion of such Accrued Benefit, and the nonvested portion will be treated as a forfeiture. However, in lieu of such distribution, the Participant may elect to have such amount transferred directly to an eligible retirement plan in the manner described in section 4.9. For purposes of the foregoing, if the Actuarial Value of a Participant's vested Accrued Benefit is zero, he or she shall be deemed to have received a distribution thereof. In the event of a mandatory distribution greater than $1,000 in accordance with the preceding provisions of this paragraph, if the Participant or Former Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant or Former Participant in a direct rollover or to receive the distribution directly in accordance with this section 3.11, then the Board of Trustees will cause the distribution to be paid in a direct rollover to an individual retirement plan designated by the Board of Trustees.

If a Participant receives a distribution pursuant to the prior paragraph and again becomes a Participant, he or she shall have the right to restore his or her Accrued Benefit (including all optional forms of benefits and subsidies relating to such benefits) to the extent forfeited upon repayment to the Plan of the full amount of the distribution plus interest, compounded annually from the date of distribution at the rate determined for purposes of section 411(c)(2)(C) of the Code. Such repayment must be made before the earlier of five years after the first date on which such person subsequently becomes a Participant or the date such person incurs five consecutive Breaks in Service following the date of distribution.

If the Actuarial Value of the pre-retirement surviving spouse's annuity described in section 3.8 does not exceed $5,000, the Actuarial Value thereof shall be paid as soon as administratively feasible to the surviving spouse to whom the decedent was married at the date of death in full satisfaction of the Plan's obligation to such survivor or, if such surviving spouse so elects, shall instead be transferred directly to an eligible retirement plan in the manner described in section 4.9.

If the Actuarial Value of the vested benefit assigned to an alternate payee under a Qualified Domestic Relations Order does not exceed $5,000 and if the Qualified Domestic Relations Order so provides, the Actuarial Value thereof shall be

- distributed to the alternate payee in lump sum at such time as is provided in the order in lieu of any other benefit assigned by the Qualified Domestic Relations Order or provided by the Plan,

- if otherwise permissible, transferred directly to an eligible retirement plan in the manner described in section 4.9.

Section 3.12 - Restrictions on Maximum Amount of Benefit

The limitations of this section shall apply in Limitation Years beginning on or after July 1, 2007, except as otherwise provided herein.

(a) Definitions. For the purpose of determining the benefit limitation set forth in this section, the following terms are defined:

Annual Benefit means a benefit that is payable annually in the form of a Straight Life Annuity. Except as provided below, where a benefit is payable in a form other than a Straight Life Annuity, the benefit shall be adjusted to an actuarially equivalent Straight Life Annuity that begins at the same time as such other form of benefit and is payable on the first day of each month, before applying the limitations of this section. For a Participant who has or will have distributions commencing at more than one Annuity Starting Date, the Annual Benefit shall be determined as of each such Annuity Starting Date (and shall satisfy the limitations of this section as of each such date), actuarially adjusting for past and future distributions of benefits commencing at the other Annuity Starting Dates. For this purpose, the determination of whether a new starting date has occurred shall be made without regard to section 1.401(a)-20, Q&A 10(d), and with regard to section 1.415(b)-1(b)(1)(iii)(B) and (C) of the regulations.

No actuarial adjustment to the benefit shall be made for (i) survivor benefits payable to a surviving spouse under a qualified joint and survivor annuity to the extent such benefits would not be payable if the Participant's benefit were paid in another form; (ii) benefits that are not directly related to retirement benefits (such as a qualified disability benefit, preretirement incidental death benefits, and post-retirement medical benefits); or (iii) the inclusion in the form of benefit of an automatic benefit increase feature, provided the form of benefit is not subject to section 417(e)(3) of the Code and would otherwise satisfy the limitations of this section, and the Plan provides that the amount payable under the form of benefit in any Limitation Year shall not exceed the limits of this section applicable at the Annuity Starting Date, as increased in subsequent years pursuant to section 415(d) of the Code. For this purpose, an automatic benefit increase feature is included in a form of benefit if the form of benefit provides for automatic periodic increases to the benefits paid in that form.

The determination of the Annual Benefit shall take into account Social Security supplements described in section 411(a)(9) of the Code and benefits transferred from another defined benefit plan, other than transfers of distributable benefits pursuant to section 1.411(d)-4, Q&A-3(c), of the regulations, but shall disregard benefits attributable to employee contributions or rollover contributions.

Effective for distributions in Plan Years beginning after December 31, 2003, the determination of actuarial equivalence of forms of benefit other than a Straight Life Annuity shall be made in accordance with (1) or (2) below:

(1) Benefit Forms Not Subject to Code Section 417(e)(3). The Straight Life Annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subparagraph (1) if the form of the Participant's benefit is either (i) a nondecreasing annuity (other than a Straight Life Annuity) payable for a period of not less than the life of the Participant (or, in the case of a qualified preretirement survivor annuity, the life of the surviving spouse), or (ii) an annuity that decreases during the life of the Participant merely because of (a) the death of the survivor annuitant (but only if the reduction is not below 50 percent of the benefit payable before the death of the survivor annuitant), or (b) the cessation or reduction of Social Security supplements or qualified disability payments [as defined in section 401(a)(11) of the Code].

(i) Limitation Years beginning before July 1, 2007. For Limitation Years beginning before July 1, 2007, the actuarially equivalent Straight Life Annuity is equal to the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount:

A. the interest rate and the mortality table (or other tabular factor) specified in Appendix I of the Plan for adjusting benefits in the same form; and

B. a 5 percent interest rate assumption and the mortality table described in the model amendment to the Plan reflecting Rev. Rul. 2001-62 for that Annuity Starting Date.

(ii) Limitation Years beginning on and after July 1, 2007. For Limitation Years beginning on and after July 1, 2007, the actuarially equivalent Straight Life Annuity is equal to the greater of:

A. the annual amount of the Straight Life Annuity (if any) payable to the Participant under the Plan commencing at the same Annuity Starting Date as the Participant's form of benefit; and

B. the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the mortality table described in the model amendment to the Plan reflecting Rev. Rul. 2001-62 for that Annuity Starting Date.

(2) Benefit Forms Subject to Code Section 417(e)(3). The Straight Life Annuity that is actuarially equivalent to the Participant's form of benefit shall be determined under this subparagraph (2) if the form of the Participant's benefit is other than a benefit form described in subparagraph (1) above. In this case, the actuarially equivalent Straight Life Annuity shall be determined as follows:

(i) Annuity Starting Date in Plan Years Beginning After 2005. If the Annuity Starting Date of the Participant's form of benefit is in a Plan Year beginning after 2005, the actuarially equivalent Straight Life Annuity is equal to the greatest of

A. the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate and the mortality table (or other tabular factor) specified in Appendix I of the Plan for adjusting benefits in the same form;

B. the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using a 5.5 percent interest rate assumption and the mortality table mortality table described in the model amendment to the Plan reflecting Rev. Rul. 2001-62; and

C. the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, using the Applicable Interest Rate described herein and the applicable mortality table described in the model amendment to the Plan reflecting Rev. Rul. 2001-62, divided by 1.05.

(ii) Annuity Starting Date in 2004 and 2005. If the Annuity Starting Date of the Participant's form of benefit is in 2004 or 2005, the actuarially equivalent Straight Life Annuity is equal to the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greater annual amount:

A. the interest rate and the mortality table (or other tabular factor) specified in Appendix I of the Plan for adjusting benefits in the same form; and

B. 5.5 percent interest rate assumption and the mortality table described in the model amendment to the Plan reflecting Rev. Rul. 2001-62.

If the Annuity Starting Date of the Participant's benefit is in 2004, the application of this subparagraph (2)(ii) shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan taking into account the limitations of this section, except that the actuarially equivalent Straight Life Annuity is equal to the annual amount of the Straight Life Annuity commencing at the same Annuity Starting Date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount:

C. the interest rate and the mortality table (or other tabular factor) specified in Appendix I of the Plan for adjusting benefits in the same form;

D. the applicable interest rate in Appendix I of the Plan and the mortality table described in the model amendment to the Plan reflecting Rev. Rul. 2001-62; and

E. the applicable interest rate in Appendix I of the Plan (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under the provisions of the Plan then adopted and in effect) and the mortality table described in the model amendment to the Plan reflecting Rev. Rul. 2001-62.

Applicable Interest Rate (see Appendix I) means, for Plan Years beginning on or after July 1, 2000 but prior to January 1, 2008, the rate of interest on 30-year Treasury securities as specified by the Commissioner for the look-back month for the stability period. The look-back month applicable to the stability period is the calendar month preceding the first day of the stability period. The stability period is the successive period of one Plan Year that contains the Annuity Starting Date for the distribution and for which the Applicable Interest Rate remains constant. For Plan Years beginning after December 31, 2007, Applicable Interest Rate shall instead mean the rate described in section 417(e)(3)(C) of the Code (and as amplified by any guidance issued by the Commissioner) for the foregoing look-back month and stability period.

A Plan amendment that changes the date for determining the Applicable Interest Rate (including an indirect change such as the results of a change in Plan Year when the stability period is the Plan Year), shall not be given effect with respect to any distribution during the period commencing one year after the later of the amendment's effective date or adoption date, if, during such period and as a result of such amendment, the Participant's distribution would be reduced.

Applicable Mortality Table (see Appendix I) means, on any date, the table according to the method set forth in section 417(e) of the Code, as amplified by Rev. Rul. 2007-67 and any future guidance issued by the Commissioner.

Defined Benefit Compensation Limitation means 100 percent of a Participant's High Three-Year Average Compensation, payable in the form of a Straight Life Annuity.

In the case of a Participant who is rehired after a Severance from Employment, the Defined Benefit Compensation Limitation is the greater of 100 percent of the Participant's High Three-Year Average Compensation, as determined prior to the Severance from Employment, or 100 percent of the Participant's High Three-Year Average Compensation, as determined after the Severance from Employment under the definition of High Three-Year Average Compensation.

Defined Benefit Dollar Limitation means, effective for Limitation Years ending after December 31, 2001, $160,000, automatically adjusted under section 415(d) of the Code, effective January 1 of each year, as published in the Internal Revenue Bulletin, and payable in the form of a Straight Life Annuity. The new limitation shall apply to Limitation Years ending with or within the calendar year of the date of the adjustment, but a Participant's benefits shall not reflect the adjusted limit prior to January 1 of that calendar year. The automatic annual adjustment of the Defined Benefit Dollar Limitation under section 415(d) of the Code shall not apply to Participants who have had a Severance from Employment.

Employer means, for purposes of this section, the Employer that adopts or contributes to this Plan, and all members of a controlled group of corporations [as defined in section 414(b) of the Code, as modified by section 415(h) of the Code], all commonly controlled trades or businesses [as defined in section 414(c) of the Code], as modified, except in the case of a brother-sister group of trades or businesses under common control, by section 415(h) of the Code], or affiliated service groups [as defined in section 414(m) of the Code] of which the adopting or contributing Employer is a part, and any other entity required to be aggregated with the Employer pursuant to section 414(o) of the Code.

Formerly Affiliated Plan means a plan that, immediately prior to the cessation of affiliation, was actually maintained by an Employer and immediately after the cessation of affiliation, is not actually maintained by an Employer. For this purpose, cessation of affiliation means the event that causes an entity to no longer be considered an Employer, such as the sale of a member of a controlled group of corporations, as defined in section 414(b) of the Code, as modified by section 415(h) of the Code, to an unrelated corporation, or that causes a plan to not actually be maintained by the Employer, such as a transfer of plan sponsorship outside a controlled group.

High Three-Year Average Compensation means the average Compensation for the three consecutive years of service (or if the Participant has less than three consecutive years of service, the Participant's longest consecutive period of service, including fractions of years, but not less than one year) with the Employer that produces the highest average. A year of service with an Employer is the 12-consecutive month period ending on the last day of each Limitation Year. In the case of a Participant who is rehired by an Employer after a Severance from Employment, the Participant's High Three-Year Average Compensation shall be calculated by excluding all years for which the Participant performs no services for and receives no Compensation from an Employer (the break period) and by treating the years immediately preceding and following the break period as consecutive. A Participant's Compensation for a year of service shall not include Compensation in excess of the limitation under section 401(a)(17) of the Code that is in effect for the calendar year in which such year of service begins.

Maximum Permissible Benefit means, except as otherwise provided in this section, the lesser of the Defined Benefit Dollar Limitation or the Defined Benefit Compensation Limitation (both adjusted where required, as provided below).

(1) Adjustment for Less Than Ten Years of Participation or Years of Service. If the Participant has less than ten Years of Participation in the Plan, the Defined Benefit Dollar Limitation shall be multiplied by a fraction, (i) the numerator of which is the number of Years of Participation (or part thereof, but not less than one year) in the Plan, and (ii) the denominator of which is ten. In the case of a Participant who has less than ten Years of Service with the Employers the Defined Benefit Compensation Limitation shall be multiplied by a fraction, (i) the numerator of which is the number of Years of Service (or part thereof, but not less than one year), and (ii) the denominator of which is ten.

(2) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62 or After Age 65. Effective for benefits commencing in Limitation Years ending after December 31, 2001, the Defined Benefit Dollar Limitation shall be adjusted if the Annuity Starting Date of the Participant's benefit is before age 62 or after age 65. If the Annuity Starting Date is before age 62, the Defined Benefit Dollar Limitation shall be adjusted under subparagraph (2)(i) below, as modified by subparagraph (2)(iii) below. If the Annuity Starting Date is after age 65, the Defined Benefit Dollar Limitation shall be adjusted under subparagraph (2)(ii) below, as modified by subparagraph (2)(iii) below.

(i) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement Before Age 62.

A. Limitation Years Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation [adjusted under subparagraph (1) above for Years of Participation less than ten, if required], with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the interest rate and the mortality table (or other tabular factor) specified in Appendix I; or (ii) a 5 percent interest rate assumption and the Applicable Mortality Table. To the extent the Plan does not specify an interest rate and mortality table (or other tabular factor) or for ages for which no tabular factor is specified, a 5 percent interest rate and the Applicable Mortality Table shall be used to determine actuarial equivalence.

B. Limitation Years Beginning On or After July 1, 2007.

I. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing Straight Life Annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation [adjusted under subparagraph (1) above for Years of Participation less than ten, if required], with actuarial equivalence computed using a 5 percent interest rate assumption and the Applicable Mortality Table for the Annuity Starting Date (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

II. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 62 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is prior to age 62 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing Straight Life Annuity payable at both age 62 and the age of benefit commencement, the Defined Benefit Dollar Limitation for the

Participant's Annuity Starting Date is the lesser of the limitation determined under subparagraph (2)(i)B.I. above and the Defined Benefit Dollar Limitation [adjusted under subparagraph (1) above for Years of Participation less than ten, if required], multiplied by the ratio of the annual amount of the immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the immediately commencing Straight Life Annuity under the Plan at age 62, both determined without applying the limitations of this section.

C. The provisions of this subparagraph (2) shall be modified as provided in section 415(b)(9) of the Code for Participants who are commercial airline pilots.

D. Notwithstanding any other provision of this subparagraph (2), the age adjusted Defined Benefit Dollar Limitation applicable to a Participant does not decrease on account of an increase in age or the performance of additional service.

(ii) Adjustment of Defined Benefit Dollar Limitation for Benefit Commencement After Age 65:

A. Limitation Years Beginning Before July 1, 2007. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning before July 1, 2007, the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation [adjusted under subparagraph (1) above for Years of Participation less than ten, if required], with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the interest rate and the mortality table (or other tabular factor) specified in the Plan for purposes of determining actuarial equivalence for late retirement benefits; or (ii) a 5 percent interest rate assumption and the Applicable Mortality Table.

B. Limitation Years Beginning On or After July 1, 2007.

I. Plan Does Not Have Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing Straight Life Annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the annual amount of a benefit payable in the form of a Straight Life Annuity commencing at the Participant's Annuity Starting Date that is the actuarial equivalent of the Defined Benefit Dollar Limitation [adjusted under subparagraph (1) above for Years of Participation less than ten, if required], with actuarial equivalence computed using a 5 percent interest rate assumption and the Applicable Mortality Table for that Annuity Starting Date (and expressing the Participant's age based on completed calendar months as of the Annuity Starting Date).

II. Plan Has Immediately Commencing Straight Life Annuity Payable at Both Age 65 and the Age of Benefit Commencement. If the Annuity Starting Date for the Participant's benefit is after age 65 and occurs in a Limitation Year beginning on or after July 1, 2007, and the Plan has an immediately commencing Straight Life Annuity payable at both age 65 and the age of benefit commencement, the Defined Benefit Dollar Limitation at the Participant's Annuity Starting Date is the lesser of the limitation determined under subparagraph (2)(ii)B.I. above and the Defined Benefit Dollar Limitation [adjusted under subparagraph (1) above for Years of Participation less than ten, if required], multiplied by the ratio of the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date to the annual amount of the adjusted immediately commencing Straight Life Annuity under the Plan at age 65, both determined without applying the limitations of this section. For this purpose, the adjusted immediately commencing Straight Life Annuity under the Plan at the Participant's Annuity Starting Date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age 65 but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing Straight Life Annuity under the Plan at age 65 is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age 65 and has the same accrued benefit as the Participant.

(iii) Notwithstanding the other requirements of this subparagraph (2), in adjusting the Defined Benefit Dollar Limitation for the Participant's Annuity Starting Date under subparagraphs (2)(i)(A), (2)(i)(B)(I), (2)(ii)(A) and (2)(ii)(B)(I), no adjustment shall be made to reflect the probability of a Participant's death between the Annuity Starting Date and age 62, or between age 65 and the Annuity Starting Date, as applicable, if benefits are not forfeited upon the death of the Participant prior to the Annuity Starting Date. To the extent benefits are forfeited upon death before the Annuity Starting Date, such an adjustment shall be made. For this purpose, no forfeiture shall be treated as occurring upon the Participant's death if the Plan does not charge Participants for providing a qualified preretirement survivor annuity, as defined in section 417(c) of the Code, upon the Participant's death.

(3) Minimum Benefits Permitted. Notwithstanding anything else in this definition to the contrary, the benefit otherwise accrued or payable to a Participant under this Plan shall be deemed not to exceed the Maximum Permissible Benefit if:

(i) the retirement benefits payable for a Limitation Year under any form of benefit with respect to such Participant under this Plan and under all other defined benefit plans (without regard to whether a plan has been terminated) ever maintained by the Employer do not exceed $10,000 multiplied by a fraction, (1) the numerator of which is the Participant's number of Years of Service (or part thereof, but not less than one year) with the Employer (not to exceed ten), and (2) the denominator of which is 10; and

(ii) the Employer or a Predecessor Employer) has not at any time maintained a defined contribution plan in which the Participant participated. [For this purpose, mandatory employee contributions under a defined benefit plan, individual medical benefit accounts under section 401(h) of the Code, and accounts for post-retirement medical benefits established under section 419A(d)(1) of the Code are not considered a separate defined contribution plan].

Predecessor Employer means, with respect to a Participant, a former employer if the Employer maintains a plan that provides a benefit which the Participant accrued while performing services for the former employer. Predecessor Employer also means, with respect to a Participant, a former entity that antedates the Employer if, under the facts and circumstances, the Employer constitutes a continuation of all or a portion of the trade or business of the former entity.

Severance from Employment means an Employee has ceased to be an Employee of an Employer. An Employee does not have a Severance from Employment if, in connection with a change of employment, the Employee's new employer contributes to the plan with respect to the employee.

Year of Participation means, for purposes of the definition of Maximum Permissible Benefit, one year (computed to fractional parts of a year) for each Plan Year for which the following conditions are met:

(1) the Participant is credited with a year of service for benefit accrual purposes, and

(2) the Participant is included as a Participant under the eligibility provisions of the Plan for at least one day of the Plan Year.

If these two conditions are met, the portion of a Year of Participation credited to the Participant shall equal the amount of accrual service credited to the Participant for such Plan Year. A Participant who is totally and permanently disabled within the meaning of section 415(c)(3)(C)(i) of the Code for a Plan Year shall receive a Year of Participation with respect to that period. In addition, for a Participant to receive a Year of Participation (or part thereof) for a Plan Year, the Plan must be established no later than the last day of such Plan Year. In no event will more than one Year of Participation be credited for any 12-month period.

Year of Service means, for purposes of the definition of Maximum Permissible Benefit, one year (computed to fractional parts of a year) for each Plan Year for which the Participant is credited with at least the number of Hours of Service for benefit accrual purposes, taking into account only service with the Employer or a Predecessor Employer.

(b) The Annual Benefit otherwise payable to a Participant at any time will not exceed the Maximum Permissible Benefit. If the benefit the Participant would otherwise accrue in a Limitation Year would produce an Annual Benefit in excess of the Maximum Permissible Benefit, the benefit shall be limited (or the rate of accrual reduced) to a benefit that does not exceed the Maximum Permissible Benefit.

(c) If the Participant is, or has ever been, a participant in another qualified defined benefit plan (without regard to whether the plan has been terminated) maintained by the Employer or a Predecessor Employer, the sum of the Participant's Annual Benefits from all such plans may not exceed the Maximum Permissible Benefit. Where the Participant's employer-provided benefits under all such defined benefit plans (determined as of the same age) would exceed the Maximum Permissible Benefit applicable at that age, the benefit shall be limited (or the rate of accrual reduced) in the plan most recently established to the extent necessary so that the sum of the Participant's Annual Benefits from all such plan(s) does not exceed the Maximum Permissible Benefit.

(d) The application of the provisions of this section shall not cause the Maximum Permissible Benefit for any Participant to be less than the Participant's accrued benefit under all the defined benefit plans of the Employer or a Predecessor Employer as of the end of the last Limitation Year beginning before July 1, 2007 under the provisions of the plans that were both adopted and in effect before April 5, 2007. The preceding sentence applies only if the provisions of such defined benefit plans that were both adopted and in effect before April 5, 2007 satisfied the applicable requirements of statutory provisions, regulations, and other published guidance relating to section 415 of the Code in effect as of the end of the last Limitation Year beginning before July 1, 2007, as described in section 1.415(a)-1 (g)(4) of the regulations.

(e) The limitations of this section shall be determined and applied taking into account the rules in (f) below.

(f) Other Rules.

(1) Benefits under Terminated Plans. If a defined benefit plan maintained by the Employer has terminated with sufficient assets for the payment of benefit liabilities of all plan participants and a participant in the plan has not yet commenced benefits under the plan, the benefits provided pursuant to the annuities purchased to provide the participant's benefits under the terminated plan at each possible annuity starting date shall be taken into account in applying the limitations of this section. If there are not sufficient assets for the payment of ail participants' benefit liabilities, the benefits taken into account shall be the benefits that are actually provided to the participant under the terminated plan.

(2) Benefits Transferred From the Plan. If a participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to section 1.411(d)-4, Q&A-3(c) of the regulations, the transferred benefits are not treated as being provided under the transferor plan (but are taken into account as benefits provided under the transferee plan). If a participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan that is not maintained by the Employer and the transfer is not a transfer of distributable benefits pursuant to section 1.411(d)- 4, Q&A-3(c), of the regulations, the transferred benefits are treated by the Employer's plan as if such benefits were provided under annuities purchased to provide benefits under a

plan maintained by the Employer that terminated immediately prior to the transfer with sufficient assets to pay all participants' benefit liabilities under the plan. If a participant's benefits under a defined benefit plan maintained by the Employer are transferred to another defined benefit plan in a transfer of distributable benefits pursuant to section 1.411(d)- 4, Q&A-(c), of the regulations, the amount transferred is treated as a benefit paid from the transferor plan.

(3) Formerly Affiliated Plans of the Employer. A Formerly Affiliated Plan of the Employer shall be treated as a plan maintained by the Employer, but the Formerly Affiliated Plan shall be treated as if it had terminated immediately prior to the cessation of affiliation with sufficient assets to pay participants' benefit liabilities under the plan and had purchased annuities to provide benefits.

(4) Plans of a Predecessor Employer. If the Employer maintains a defined benefit plan that provides benefits accrued by a participant while performing services for a Predecessor Employer, the participant's benefits under a plan maintained by a Predecessor Employer shall be treated as provided under a plan maintained by the Employer. However, for this purpose, the plan of the Predecessor Employer shall be treated as if it had terminated immediately prior to the event giving rise to the Predecessor Employer relationship with sufficient assets to pay participants' benefit liabilities under the plan, and had purchased annuities to provide benefits; the Employer and the Predecessor Employer shall be treated as if they were a single employer immediately prior to such event and as unrelated employers immediately after the event; and if the event giving rise to the predecessor relationship is a benefit transfer, the transferred benefits shall be excluding in determining the benefits provided under the plan of the Predecessor Employer.

(5) Special Rules. The limitations of this section shall be determined and applied taking into account the rules in section 1.415(f)-1(d), (e), and (h) of the regulations.

(6) Multiemployer Plans.

(i) Only the benefits under this multiemployer plan shall be treated as benefits provided under a plan maintained by the Employer for purposes of this section.

(ii) Effective for Limitation Years ending after December 31, 2001, any other multiemployer plan shall be disregarded for purposes of applying the compensation limitation of the Defined Benefit Compensation Limitation definition and subparagraph (1) of the Maximum Permissible Benefit definition in subparagraph (a) above to a plan that is not a multiemployer plan.

For purposes of computing the defined benefit plan fraction for any Limitation Year, the numerator shall be the Participant's projected annual benefit under the defined benefit plan as of the end of the Limitation Year and the denominator shall be the lesser of:

(1) the product of 1.25 multiplied by the maximum permissible dollar amount of benefit in effect under section 415(b)(1)(A) of the Code for such year, or;

(2) the product of 1.4 multiplied by the maximum permissible percentage of compensation limitation of the amount of benefit in effect under section 415(b)(1)(B) of the Code for such year.

If the preceding limitations are exceeded for any person, the Board of Trustees shall notify the administrator of each defined contribution plan in which such person is a participant of such condition and shall adjust accruals hereunder to comply with the limitations of this section to the extent necessary to ensure that contributions to the defined contribution plan are not affected.

For any Plan Year in which the Plan is "top-heavy" within the meaning of section 416(g) of the Code and the requirements of section 416(h)(2) of the Code are not met, the preceding two paragraphs shall be applied by substituting "1.0" for "1.25" in subparagraphs (a) and (1) above.

In the case of an individual who was a Participant in the Plan as of the beginning of the first Limitation Year beginning after December 31, 1986, whose current Accrued Benefit, as of the close of such Limitation Year, exceeded the dollar limitation of Code section 415(b), as amended by the Tax Reform Act of 1986, the Participant's current Accrued Benefit shall be the applicable dollar limitation for purposes of applying the limitations of Code sections 415(b) and 415(e); provided that the Plan satisfied the requirements of section 415 of the Code for all Limitation Years ending prior to January 1, 1987.

Section 3.13 - Provisions Relating to Certain Military Service

Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with section 414(u) of the Code.

Notwithstanding the foregoing provisions of this section, if any Participant or Former Participant dies while performing Qualified Military Service [as defined in section 414(u) of the Code], the Beneficiary of such Participant or Former Participant shall be entitled to any additional benefits (other than benefit accruals), relating to the period of Qualified Military Service provided by the Plan as if the individual had resumed Covered Employment and then terminated employment on account of death.

Section 3.14 - Partial Pensions

(a) Purpose. Partial Pensions are provided under the Plan for Participants who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between or among different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

The Plan is a party to Exhibit A (partial pensions) and Exhibit B (money-follows-the-man) of the United Brotherhood of Carpenters and Joiners of America International Reciprocal Agreement for Carpenters Pension Funds (the "Carpenters Reciprocal Agreement"). A copy of the Carpenters Reciprocal Agreement is attached as Appendix II and the provisions of Exhibit A are incorporated herein by reference. The terms of this section 3.14 shall be construed in a manner consistent with the terms of the Carpenters Reciprocal Agreement.

(b) Related Plans. For purposes of this section 3.14, the Board of Trustees will recognize one or more other pension plans that have become parties to the Carpenters Reciprocal Agreement or any other partial pension agreement to which the Plan is a party, such pension plan or plans hereinafter referred to as the "Related Plan" or "Related Plans," as the case may be.

(c) Recognition of Service Credits. Service credits accumulated and maintained by a Participant under a Related Plan shall be recognized under the Plan as Related Plan Service Credits. The Board of Trustees shall compute Related Plan Service Credits on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to the Plan.

(d) Combined Service Credit. The total of a Participant's service credits under the Plan and Related Plan Service Credit together comprise the Participant's Combined Service Credit. No more than one year of Combined Service Credit shall be counted for any 12-consecutive calendar months.

If during a calendar year an Employee has worked under at least two Plans that are parties to the Carpenters Reciprocal Agreement or any other partial pension agreement to which the Plan is a party and accumulated fractional years of service credit that together add up to more than one year of service credit for that calendar year, the Combined Service Credit shall be limited to one year. The Combined Service Credit will first be counted under the plan that provides the highest benefit accrual rate. The other plan(s) shall count as Combined Service Credit the necessary fractional year(s), in a declining benefit accrual rate order, that will bring the total to one year of Combined Service Credit.

(e) Eligibility for Benefits. A Participant shall be eligible for a Partial Pension from the Plan if he or she satisfies all of the following requirements:

(1) He or she would be eligible for any type of pension under the Plan (other than a Partial Pension) if his or her Combined Service Credit were treated as service credit under the Plan.

(2) In addition to any other requirements necessary to be eligible under subparagraph (1), he or she has, under each Related Plan, at least one year of service credit based on employment since January 1, 1955, for which employer contributions have been made.

(3) In the case of a Participant applying for a pension based on disability, he or she meets the definition of disability under each Related Plan that will be paying a Partial Pension.

(4) In the case of a Participant applying for a pension based on age, he or she meets the minimum age requirement in each Related Plan that will be paying a Partial Pension.

(5) At least two Related Plans will actually be paying a Pro Rata Pension to the Participant.

(f) Breaks in Service. In applying the rules of the Plan with respect to cancellation of service credit, any period in which the Participant has earned Related Service Credit shall not be counted in determining whether there has been a Break in Service.

(g) Election of Pensions. If a Participant is eligible for more than one type of pension or optional form of benefit under the Plan and the Related Plans, he or she shall be entitled to elect the type and form of pension from each plan.

(h) Partial Pension Amount. The amount of the Partial Pension payable by the Plan shall be the Accrued Benefit he or she earned under the Plan.

(i) Payment of Partial Pension. The payment of a Partial Pension shall be subject to all of the conditions contained in the Plan applicable to other types of pensions including, but not limited to, retirement, suspension of benefits and timely application.

Section 3.15 - Benefit Adjustments

The Accrued Benefit that an individual who (1) had not retired by December 31, 1999, with an Early, Normal or Disability Retirement Benefit, and (2) worked in Covered Employment in 1999 had earned as of December 31, 1999, shall be increased by 3 percent, effective as of such date.

Each individual who retired with an Early, Normal or Disability Retirement Benefit by December 31, 1999 (and each Beneficiary of such deceased person who is otherwise entitled to a monthly survivorship benefit), shall receive one extra benefit payment equal to $700.

The Accrued Benefit that an individual who (1) had not retired by December 31, 2000, with an Early, Normal or Disability Retirement Benefit and (2) worked at least 100 hours in Covered Employment in 2000, had earned as of December 31, 2000, shall be increased by 3 percent, effective as of such date.

Each individual who retired with an Early, Normal or Disability Retirement Benefit by December 31, 2000 (and each Beneficiary of such deceased person who is otherwise entitled to a monthly survivorship benefit), shall receive one extra benefit payment equal to $750.

Section 3.16 - In-Service Distribution for Accruals after Normal Retirement Age

In the event that a Participant has reached Normal Retirement Age and continues to accrue benefits under the Plan and such accruals caused the Participant to exceed the Maximum Permissible Benefit under Section 415 of the Internal Revenue Code and Section 3.12 of the Plan, the Participant shall be entitled to receive an in-service distribution of the benefits in excess of the applicable limits in accordance with the Plan's distribution provisions.

Section 3.17 - Modification to Restrictions on Maximum Amount of Benefit

For Purposes of Section 3.12 of the Plan, effective for any calculations for Limitation Years beginning on or after January 1, 2008, any reference to Revenue Ruling 2001-62 shall be replaced by Internal Revenue Code 417(e)(3).

ARTICLE 4

APPLICATIONS, BENEFIT PAYMENTS, RETIREMENT AND BENEFIT SUSPENSIONS

Section 4.1 - Applications

Application for a benefit must be filed in writing with the Board of Trustees on a form approved by the Board of Trustees.

A pension shall not be payable for any month before the month an application has been filed, except as otherwise provided herein.

Section 4.2 - Information and Proof

Each applicant shall furnish all information or proof reasonably required by the Board of Trustees to determine benefit rights. If the applicant knowingly makes a false statement that is material to the application or furnishes fraudulent information that is material to the claim, benefits may be denied, suspended or discontinued. The Board of Trustees shall have the right to recover any benefits paid in reliance on any false statement, information or proof submitted by an applicant (including withholding of material facts) plus interest and costs, without limitation of recovery through offset of benefit payments as permitted by this article.

Section 4.3 - Action of Board of Trustees

The Board of Trustees has discretionary authority to determine eligibility for benefits and to use its discretionary authority to interpret the Plan. Benefits under the Plan will be paid only if the Board of Trustees decides, in its discretion, that the applicant for the benefits is entitled to them. If any decision of the Board of Trustees (or of those acting on behalf of the Board of Trustees) is appealed or questioned in any judicial proceeding, it is the intention of the Board of Trustees that such decision is to be upheld unless it is judicially determined to be arbitrary and capricious.

The Board of Trustees shall process a claim for benefits as quickly as is administratively feasible, subject to the receipt of adequate information and proof necessary to establish the applicant's benefit rights.

Section 4.4 - Right of Appeal

An applicant whose application for benefits has been denied in whole or in part shall be provided with adequate notice in writing setting forth the specific reasons for such denial and shall have the right to appeal the decision in accordance with the claims and review procedure in the summary plan description.

Section 4.5 - Benefit Payments Generally

(a) A Participant who is eligible to receive benefits and who makes application in accordance with the rules of the Plan shall be entitled to receive monthly benefits for life, except as otherwise provided herein.

(b) Benefits shall be payable commencing with the month following the month in which the applicant has fulfilled all of the conditions for entitlement to benefits, including the requirement for the filing of an application with the Board of Trustees. The first day of such first month shall be the Annuity Starting Date and the effective date of the benefit. A Participant may, however, elect in writing filed with the Board of Trustees to receive benefits first payable for a later month, provided that no such election may postpone the commencement of benefits beyond the required beginning date, as defined in section 4.6(o).

(c) Subject to the foregoing, payment of benefits to a Participant shall begin no later than 60 days after the close of the Plan Year in which occurs the latest of:

(i) the date such person attains the Normal Retirement Age,

(ii) the fifth anniversary of the first day of the Plan Year in which such person began participation in the Plan (with participation prior to a Forfeiture of Service disregarded for purposes of determining the participation commencement date), or

(iii) the date such person terminates service with all Employers.

Notwithstanding the foregoing, the failure of a Participant (and, if applicable, the spouse) to consent to a distribution while a benefit is immediately distributable, within the meaning of section 5.6, shall be deemed to be an election to defer commencement of benefit payments sufficient to satisfy the foregoing, although any such deemed election shall be subject to section 4.6.

(d) If the amount of the payment required to commence on the date determined under this section 4.5 cannot be determined by such date, or if it is not possible to make such payment on such date because the Board of Trustees has been unable to locate the Participant after making reasonable efforts to do so, a payment retroactive to such date may be made no later than 60 days after the earliest date on which the amount of such payment can be ascertained or on the date on which such person is located, as the case may be.

(e) Payment of benefits shall include retroactive payment for any months for which the benefit is due and payable in accordance with paragraph (d) of this section, or in other cases where the Board of Trustees determines that retroactive payment is justified by extenuating circumstances (such as a delay in reviewing or approving the Participant's application for benefits). However, any such retroactive payment shall satisfy the following requirements:

(i) The Participant shall receive a lump-sum make-up payment reflecting all months for which the Board of Trustees determine benefit payments were due but not made (with, for make-up payments to be made after December 31, 2001, an appropriate adjustment for interest from the date the missed payment would have been made, taking into account reasonable time for processing the payment, to the date the retroactive lump-sum payment is made).

(ii) The Board of Trustees has provided the Participant with the written explanation of the Joint and Survivor Annuity described in section 5.6 no more than 180 days (90 days for explanations given prior to January 1, 2007) prior to the date the retroactive payment is made to the Participant.

(iii) The retroactive payment is made either (a) at least 30 days after this written explanation is provided, or (b) at least seven days after the notice is provided if the Participant has affirmatively consented in writing to an immediate distribution.

(iv) The Participant's spouse (if any) on the date the retroactive payment is made has consented to the distribution to the extent required by section 5.6.

Section 4.6 - Distribution Requirements

Subject to the provisions of the Plan relating to the payment of the Joint and Survivor Annuity, the requirements of this section shall apply to any distribution of a Participant's or Former Participant's interest and will take precedence over any inconsistent provisions of the Plan.

Time and Manner of Distribution

(a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

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

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) 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.

(4) 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 4.6(b), other than section 4.6(b)(1), will apply as if the surviving spouse were the Participant. For purposes of this section 4.6(b) and section 4.6(i)(j) and (k), distributions are considered to begin on the Participant's required beginning date [(or, if section 4.6(b)(4) applies, the date distributions are required to begin to the surviving spouse under section 4.6(b)(1)]. If annuity payments 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 4.6(b)(1)], the date distributions are considered to begin is the date distributions actually commence.

(c) Form 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 4.6(d) through (k) of this article. 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. Any part of the Participant's interest that is in the form of an individual account described in section 414(k) of the Code will be distributed in a manner satisfying the requirements of section 401(a)(9) of the Code and the Treasury regulations that apply to individual accounts.

Determination of Amount to be Distributed Each Year

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

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

(2) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in sections 4.6(g) through (k);

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

(4) payments will either be nonincreasing or increase only as follows:

(i) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;

(ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in section 4.6(g), (h) dies or is no longer the Participant's beneficiary pursuant to a Qualified Domestic Relations Order within the meaning of section 414(p);

(iii) to provide cash refunds of employee contributions upon the Participant's death; or

(iv) to pay increased benefits that result from a plan amendment.

(e) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date [(or, if the Participant dies before distributions begin, the date distributions are required to begin under section 4.6(b)(1) or (2)] is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, *e.g.*, bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.

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

Requirements For Annuity Distributions That Commence During Participant's Lifetime

(g) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary, annuity payments to be made on or after the Participant's required beginning date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6T of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a nonspouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

(h) Period Certain Annuities. Unless the Participant's spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the annuity starting date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the annuity starting date. If the Participant's spouse is the Participant's sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this section 4.6(h), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under 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 calendar year that contains the annuity starting date.

Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin

(i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in section 4.6(b)(1) or (2), over the life of the designated Beneficiary or over a period certain not exceeding:

(1) unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

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

(j) 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.

(k) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, sections 4.6(i), (j) and (k) will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to section 4.6(b)(1).

Definitions

(l) Designated Beneficiary. The individual who is designated as the Beneficiary under section 1.5 of 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.

(m) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year that 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 pursuant to section 4.6(b).

(n) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)–9 of the Treasury regulations.

(o) Required Beginning Date.

(1) General Rule. Except as specified otherwise in subparagraphs (2), (3) or (4) below, the required beginning date of a Participant or Former Participant is the first day of April of the calendar year following the later of the calendar year in which the Participant or Former Participant attains age 70½ or the calendar year in which the Former Participant retires.

(2) Prior to January 1, 2000. The required beginning date of any Participant or Former Participant who attained age 70½ before January 1, 2000, shall be the first day of April of the calendar year following the calendar year in which the attainment of age 70½ occurred.

(3) Transitional Rule. Any Participant or Former Participant who attains age 70-1/2 between January 1, 2000 and December 31, 2000 may elect to have his or her required beginning date determined under either the General Rule in subparagraph (1) or the old rule in subparagraph (2).

(4) Treatment of 5 Percent Owner. The required beginning date of a Participant or Former Participant who is a 5 percent owner during any year beginning after December 31, 1979, is the first day of April following the later of:

(A) the calendar year in which the Participant or Former Participant attains age 70½, or

(B) the earlier of the calendar year with or within which ends the Plan Year in which the Participant or Former Participant becomes a 5 percent owner, or the calendar year in which the Participant or Former Participant retires.

(5) 5 Percent Owner. A Participant or Former Participant is treated as a 5 percent owner for purposes of this section if such Participant or Former Participant is a 5 percent owner as defined in section 416(i) of the Code (determined in accordance with section 416 but without regard to whether the Plan is top-heavy) at any time during the Plan Year ending with or within the calendar year in which such owner attains age 66½ or any subsequent Plan Year.

(6) Continuation of Payments. Once distributions have begun to a 5 percent owner under this section, they must continue to be distributed, even if the Participant ceases to be a 5 percent owner in a subsequent year.

Section 4.7 - Suspension of Benefits

(a) Definition of Suspension. "Suspension of Benefits" means nonentitlement to benefits for the month, regardless of whether payment of such benefits has commenced. If benefits were paid for a month for which they should have been suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to subparagraph (h).

For purposes of this section 4.7,

(i) The term "industry covered by the Plan" means the building and construction industry and any other industry in which employees covered by the Plan were employed when the individual's monthly benefits began or, but for suspension under this section, would have begun.

(ii) The geographic area covered by the Plan is that defined in the current Collective Bargaining Agreement as well as any other area covered by the Plan when the individual's monthly benefits began or, but for suspension under this section, would have begun.

(iii) If an individual reenters Covered Employment to an extent sufficient to cause a suspension of benefits and pension payments are subsequently resumed, the industry and area covered by the Plan "when the individual's monthly benefits began" shall be the industry and area covered by the Plan when the monthly benefit resumed.

(b) Suspension of Benefits After Normal Retirement Age. If an individual completes 480 Hours of Service in Disqualifying Employment during a Plan Year, his or her Normal Retirement Benefit shall be suspended for each remaining month in that Plan Year during which he or she completes at least 40 Hours of Service in Disqualifying Employment on or after his or her Normal Retirement Date.

(c) Suspension of Benefits (Other than Disability Retirement Benefits) Before Normal Retirement Age. Subject to the remaining provisions of this subparagraph (c), if an individual who is receiving a monthly benefit (other than a Disability Retirement Benefit) from the Plan completes 480 Hours of Service in Disqualifying Employment during a Plan Year, such benefit shall be suspended for each remaining month in that Plan Year during which he or she completes at least one Hour of Service in Disqualifying Employment prior to his or her Normal Retirement Date.

Notwithstanding the provisions of the prior paragraph of this subparagraph, effective for benefits accrued after June 30, 2005, if an individual who is receiving a monthly benefit (other than a Disability Retirement Benefit) from the Plan works in the industry covered by the Plan (regardless of where such work occurs or the number of hours worked in such industry), such benefits shall be suspended until such person's Normal Retirement Date.

Notwithstanding the previous paragraphs of this subparagraph, if an individual who is receiving a monthly benefit (other than a Disability Retirement Benefit) that commenced on or after April 30, 2010 from the Plan works in the industry covered by the Plan (regardless of where such work occurs or the number of hours worked in such industry), such benefits shall be suspended until such person's Normal Retirement Date.

(d) Suspension of Disability Retirement Benefit. If an individual who is receiving a monthly Total and Permanent Disability Retirement Benefit pursuant to section 3.4 completes more than 40 hours of work during a month in gainful employment or self-employment, such Benefit shall be suspended for that month and for each subsequent month until the individual proves to the satisfaction of the Board of Trustees that he or she did not complete more than 40 hours of work in gainful employment or self-employment during a particular month. In addition, if the individual receiving the monthly Total and Permanent Disability Retirement Benefit does not comply with the notice requirement of subparagraph (f)(ii) hereof, such Benefit shall be suspended for each month in which such individual completes more than 40 hours of work in gainful employment or self-employment and for 12 additional payments and shall be subject to recoupment pursuant to subparagraph (h) hereof.

If an individual who is receiving a monthly Trade Disability Benefit pursuant to section 3.4 completes at least one Hour of Service in Disqualifying Employment during a month, such Benefit shall be suspended for that month and for each subsequent month until the individual proves to the satisfaction of the Board of Trustees that he did not complete more than one Hour of Service in Disqualifying Employment during a particular month. In addition, if the individual receiving a monthly Trade Disability Benefit does not comply with the notice requirement of subparagraph (f)(ii) hereof, such Benefit shall be suspended for each month in which such individual completed at least one Hour of Service in Disqualifying Employment and for 12 additional payments and shall be subject to recoupment pursuant to subparagraph (h) hereof.

For purposes of this subparagraph (d), "Disqualifying Employment" shall have the same meaning as in subparagraph (e).

(e) Disqualifying Employment. For purposes of this section, "Disqualifying Employment" means employment or self-employment in an industry covered by the Plan when such monthly benefits began, in the geographic area covered individual by the Plan when such monthly benefits began, and in any occupation in which the individual worked under the Plan at any time or any occupation covered by the Plan at the time such monthly benefits began. However, if an individual worked in Covered Employment only in a skilled trade or craft, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly.

(i) The term "industry covered by the Plan" means the building and construction industry and any other industry in which employees covered by the Plan were employed when the individual's monthly benefits began or, but for suspension under this section, would have begun.

(ii) The geographic area covered by the Plan is that defined in the current Collective Bargaining Agreement as well as any other area covered by the Plan when the individual's monthly benefits began or, but for suspension under this section, would have begun.

(iii) If an individual reenters Covered Employment to an extent sufficient to cause a suspension of benefits and pension payments are subsequently resumed, the industry and area covered by the Plan "when the individual's monthly benefits began" shall be the industry and area covered by the Plan when the monthly benefit resumed.

(f) Notices.

(i) Upon commencement of monthly benefit payments, the Board of Trustees shall notify the individual of the Plan rules governing suspension of benefits. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given if there has been any material change in the suspension rules or the identity of the industries or area covered by the Plan.

(ii) An individual (other than an individual receiving the Total and Permanent Disability Retirement Benefit or the Trade Disability Benefit) must notify the Board of Trustees in writing within 15 days after the month in which he or she started any work of a type that is or may be disqualifying under the provisions of the Plan, regardless of the number of hours of such work during that month. If such individual has worked in Disqualifying Employment in any month and has failed to give timely notice to the Board of Trustees of such employment, the Board of Trustees shall presume that he or she completed the number of Hours of Service necessary to effect a suspension of benefits during such month and any subsequent month before such individual gives notice that he or she has ceased such Disqualifying Employment. Such individual shall have the right to rebut such presumption by establishing that the work was not in fact an appropriate basis for suspension of benefits. In addition, if such individual has worked in Disqualifying Employment for any number of hours at a building or construction site and has failed to give timely notice to the Board of Trustees of such employment or self-employment, the Board of Trustees shall presume that he or she has engaged in such work for as long as the contractor has been and remains actively engaged at that site. Such person shall have the right to rebut such presumption by establishing that the work was not in fact an appropriate basis for suspension of benefits.

(iii) An individual receiving the Total and Permanent Disability Retirement Benefit shall notify the Board of Trustees in writing within 15 days of engaging in any gainful employment or self-employment, and an individual receiving the Trade Disability Benefit must notify the Board of Trustees within 15 days of completing at least one Hour of Service in Disqualifying Employment.

(iv) An individual whose monthly benefit has been suspended must notify the Board of Trustees in writing when Disqualifying Employment has ended and, as a condition for receiving benefits, must file the appropriate application or resumption form. The Board of Trustees shall have the right to withhold benefit payments until such form has been filed.

(v) An individual may ask the Board of Trustees whether a particular type of employment is Disqualifying Employment. The Board of Trustees shall provide the Participant with its determination.

(vi) The Board of Trustees shall inform an individual of any suspension of benefits by notice given by personal delivery or first class mail during the first calendar month in which benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, a general description of the Plan's suspension provisions, a copy of such provisions, reference to the applicable regulations of the Department of Labor and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the individual to notify the Plan when Disqualifying Employment ends, a description of the procedure for filing a request for the commencement (or recommencement) of benefits and a copy of the appropriate form. Finally, the suspension notice shall explain the offset procedure and identify the amount expected to be recovered as well as the periods of employment to which they relate. Notwithstanding the foregoing provisions of this subparagraph, however, if the Plan's summary plan description contains information that is substantially the same as information described in this subparagraph, the suspension notification may refer to the relevant pages of the summary plan description as to a particular item, as long as the individual is informed how to obtain a copy of the summary plan description (or relevant pages thereof) and provided requests for referenced information are honored within a reasonable period of time, not to exceed 30 days.

The Board of Trustees shall inform all retirees at least once every 12 months of the reemployment notification requirements and the presumptions in this subparagraph.

(g) Review. An individual shall be entitled to a review of a determination suspending benefits in accordance with the claims and review procedure in the summary plan description. The same right shall apply to a determination that contemplated employment will be Disqualifying Employment.

(h) Resumption of Benefit Payments.

(i) Benefits suspended pursuant to subparagraph (b) shall resume for months after the most recent month for which benefits were suspended, with payments beginning no later than the first day of the third month after the last calendar month for which the benefit was suspended, provided the Participant has complied with the applicable notification and filing requirements of subparagraph (f).

(ii) Benefits suspended pursuant to the first paragraph of subparagraph (c) shall resume with the payment due for the month following the month in which the Participant last worked in Disqualifying Employment or with the payment due for the month following the Normal Retirement Age [unless benefits are suspended pursuant to subparagraph (b)], whichever is sooner. Benefits suspended pursuant to the second paragraph of subparagraph (c) shall resume with the payment due for the month following the Normal Retirement Age [unless benefits are suspended pursuant to subparagraph(b)].

(iii) Total and Permanent Disability Retirement Benefits suspended pursuant to subparagraph (d) shall resume with the month in which the individual did not complete more than forty hours of work in gainful employment or self-employment, provided such person has complied with the applicable notification and filing requirements of subparagraph (f). However, to the extent 12 additional payments are to be withheld pursuant to subparagraph (d) and/or to the extent payments were made for any month during which the individual completed more than forty hours of work in gainful employment or self-employment, the period of re-commencement shall be delayed until such payments have been recouped, provided, however, that after such person's

Normal Retirement Date, his or her Normal Retirement Benefit shall not be reduced by more than 25 percent after the first three payments following such Normal Retirement Date.

Trade Disability Benefits suspended pursuant to subparagraph (d) shall resume with the month in which the individual did not complete more than one Hour of Service in Disqualifying Employment, provided such person has complied with the applicable notification and filing requirements of subparagraph (f). To the extent 12 additional payments are to be withheld pursuant to subparagraph (d) and/or the extent payments were made for any month during which the individual completed at least one Hour of Service in Disqualifying Employment, the period of re-commencement shall be delayed until such payments have been recouped, provided, however, that after such person's Normal Retirement Date, his or her Normal Retirement Benefit shall not be reduced by more than 25 percent after the first three payments following such Normal Retirement Date.

If a Participant dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to the Beneficiary, subject to the 25 percent limitation on the rate of deduction.

(iv) Overpayments attributable to payments made for any month or months for which an individual engaged in Disqualifying Employment after the Normal Retirement Age shall be deducted from benefit payments otherwise paid or payable subsequent to the period of suspension. Such deduction shall not exceed 25 percent of the benefit amount (before deduction), except for the first benefit payment made upon resumption after a suspension. If such individual dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to the Beneficiary, subject to the 25 percent limitation on the rate of deduction.

(v) Overpayments attributable to payments made for any month or months for which an individual engaged in Disqualifying Employment before the Normal Retirement Age shall be deducted from benefit payments otherwise paid or payable subsequent to the period of suspension, provided, however, any such deduction after the Normal Retirement Age shall not exceed 25 percent of the benefit amount (before deduction), except for the first benefit payment made upon resumption after suspension, pursuant to subparagraph (i) of this subparagraph. If such individual dies before recoupment of overpayments has been completed, deductions shall be made from the benefits payable to the Beneficiary, subject to the 25 percent limitation on the rate of deduction.

(i) Trustee Action Regarding Suspension of Benefits. The Board of Trustees, by action duly taken and notice duly given, may suspend and reinstate the operation of all or any portion of this section.

Section 4.8 - Benefit Payments Following Suspension

(a) Determination of Amount of Benefit Payment. The monthly amount of benefits following a suspension shall be determined under subparagraph (b) of this section and shall be adjusted for any optional form of benefit as well as for any additional accruals earned during the period of suspension in accordance with subparagraph (c) and subparagraph (e) hereof. Nothing in this section shall be deemed to extend any benefit increase or adjustment effective after the initial retirement to any benefit upon resumption of payment, except to the extent that it may be expressly provided by other provisions of the Plan.

(b) Amount of Resumed Benefit. When a Participant whose monthly benefit has been suspended pursuant to section 4.7 has filed the appropriate application or resumption form pursuant to section 4.7(e)(iii), and if the Board of Trustees determines that such person's benefits are no longer suspendible, the amount of the monthly benefit upon its resumption shall be equal to the sum of the following:

(i) the Participant's Accrued Benefit at the time his or her benefit was suspended.

(ii) Any additional benefit accruals the Participant earned while benefits were suspended.

Such person shall be entitled to a new election as to the form of benefit, but only with respect to such benefit accruals earned during the period of suspension.

(c) Adjustments. The amount determined under subparagraph (b)(ii) shall be adjusted (using the factors in Appendix I) for the Joint and Survivor Annuity or for any other form of benefit that is payable.

(d) Effect Upon Form of Benefit. A Joint and Survivor Annuity in effect immediately prior to a suspension of benefits or any other form of benefit that provides payment to a survivor following the death of the Participant in effect immediately prior to a suspension of benefits shall remain effective if death occurs while benefits are suspended.

Section 4.9 - Direct Rollovers

(a) This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Board of Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Definitions.

(i) 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 of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any hardship withdrawal of elective deferrals [within the meaning of section 401(k)(2)(B)(i)(IV) of the Code].

(ii) Eligible Retirement Plan: An eligible retirement plan is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, an annuity contract described in section 403(b) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state or political subdivision of a state and which agrees to separately account for amounts transferred in such plan from this Plan, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

(iii) 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 spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) Direct Rollover: A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) If a distribution is one to which section 401(a)(11) and section 417 of the Code do not apply, such distribution may commence less than 30 days after the notice required under section 1.411(a)-11(c) of the regulations is given, provided that:

(i) the Board of Trustees informs the distributee that he or she has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and

(ii) the distributee, after receiving the notice, affirmatively elects a distribution.

(d) Effective January 1, 2010, if a Participant or Former Participant dies, and the Beneficiary (determined pursuant to section 1.6) is not the surviving spouse of the Participant or Former Participant and is entitled to receive an eligible rollover distribution, the Beneficiary may elect to receive the distribution of the full amount of the Participant or Former Participant's Accrued Benefit to which the Beneficiary is entitled in the form of a direct rollover pursuant to a direct trustee to trustee transfer to either (i) an individual retirement account as defined in section 408(a) of the Code, or (ii) an individual retirement annuity, as defined in section 408(b) of the Code, established for the purpose of receiving the distribution on behalf of the Beneficiary.

A direct rollover of a distribution by a non-spouse Beneficiary is a rollover of an eligible rollover distribution for purposes of section 402(c) of the Code only. Accordingly, the distribution is not subject to the direct rollover requirements of section 401(a)(31) of the Code, the notice requirements of section 402(f) of the Code, or the mandatory withholding requirements of section 3405(c) of the Code. If an amount is distributed from a Plan and is received by a non-spouse Beneficiary, the distribution is not eligible for rollover treatment.

If, with respect to any portion of a distribution from the Plan of a deceased Participant's vested Accrued Benefit, a direct trustee-to-trustee transfer is made to an individual retirement plan as described in section 401(c)(8)(B)(i) or (ii) of the Code, established for the purpose of receiving the distribution on behalf of an individual who is a Beneficiary of the deceased Participant and who is not his or her surviving Spouse or a Spouse or former Spouse who is an Alternate Payee under a Qualified Domestic Relations Order (1) the transfer shall be treated as an Eligible Rollover Distribution; (2) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity [within the meaning of section 408(d)(3)(C)] of the Code; and (3) section 401(a)(9)(B) of the Code [other than section 401(a)(9)(B)(iv) of the Code] shall apply to such individual retirement plan. For purposes of this paragraph, to the extent provided in rules prescribed by the Secretary, a trust maintained for the benefit of one or more designed beneficiaries shall be treated in the same manner as a Beneficiary.

(e) For distributions made after December 31, 2007, a Participant entitled to receive an eligible rollover distribution may also elect to have such eligible rollover distribution paid directly, as a direct rollover, to the custodian or trustee of a Roth Individual Retirement Account described in Section 408A of the Code; however, for taxable years beginning prior to January 1, 2010, the income restrictions that apply to a rollover from a traditional IRA with a Roth IRA shall continue to apply such payments.

ARTICLE 5

MISCELLANEOUS

Section 5.1 - Non-Reversion

In no event shall any of the corpus or assets of the Plan revert to any Employer or the Association or be subject to any claims of any kind or nature by the Association or any Employer, provided that any contribution made by an Employer because of a mistake of fact or law may be returned to the Employer within the period of six months after a determination is made that the contribution was made by reason of such a mistake, if such return is authorized by the Board of Trustees.

Section 5.2 - **Limitation of Liability**

The Plan has been established on the basis of an actuarial calculation that 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 as otherwise provided by law, nothing in the 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.

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

Section 5.3 - **No Specific Interest**

Nothing in this document shall be construed to give any Participant, Inactive Participant or Beneficiary any interest in the Plan, other than the right to receive payment in accordance with the provisions hereof.

Section 5.4 - **Participants' Rights**

Each Participant, Inactive Participant and Beneficiary shall have only the rights, privileges and benefits that are provided hereunder. The Plan does not create any contract of employment with any person nor grant any person the right to continue employment.

Section 5.5 - **Forfeitures**

If a Participant incurs a Forfeiture of Service, or dies under such circumstances that no death benefits are payable, his or her Accrued Benefit shall be forfeited. Such forfeiture shall not be applied to increase the benefits any other person would otherwise receive under the provisions of the Plan.

Section 5.6 - **Duties of Board of Trustees with Respect to Certain Payments**

If the Actuarial Value of a Participant's vested Accrued Benefit exceeds $5,000, and the Accrued Benefit is immediately distributable, the Participant and the Participant's spouse (or where either the Participant or the spouse has died, the survivor) must consent to any distribution of such Accrued Benefit. The consent of the Participant and the Participant's spouse shall be obtained in writing within the period of at least 30 days and no more than 180 days (or 90 days prior to January 1, 2007) ending on the Annuity Starting Date. The Board of Trustees shall notify the Participant and the Participant's spouse of the right to defer any distribution until the Participant's Accrued Benefit is no longer immediately distributable. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan in a manner that would satisfy the notice requirements of section 417(a)(3) of the Code and section 1.417(a)(3)-1 of the Treasury Regulations, and shall be provided no less than 30 days and no more than 180 days (or 90 days prior to January 1, 2007) prior to the Annuity Starting Date. Further, for notices given in Plan Years beginning after December 31, 2006, the written explanation provided to Participant shall include a description of how much larger benefits will be if the commencement of distributions is deferred.

Notwithstanding the foregoing, only the Participant need consent to the commencement of a distribution in the form of a Joint and Survivor Annuity while the Accrued Benefit is immediately distributable. Neither the consent of the Participant nor the Participant's spouse shall be required to the extent that a distribution is required to satisfy section 401(a)(9) or section 415 of the Code.

Such distribution may commence less than 30 days after the notice required under section 1.411(a)-11(c) of the regulations is given to the Participant, provided that:

(i) the Board of Trustees informs the Participant that he or she has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option),

(ii) the Participant, after receiving the notice, affirmatively elects a distribution, and

(iii) the distribution commences at least seven days after the Participant receives the notice.

For purposes hereof, an Accrued Benefit is immediately distributable if any part of the Accrued Benefit could be distributed to the Participant (or surviving spouse) before the Participant attains (or would have attained if not deceased) the later of the Normal Retirement Date or age 62.

The foregoing shall not apply if the Actuarial Value of such person's vested Accrued Benefit does not exceed $5,000.

Section 5.7 - Valuation of Plan Assets

The Board of Trustees shall cause the assets of the Plan to be revalued at least annually (as of the last day of the Plan Year) at their fair market values.

Section 5.8 - Merger, Consolidation or Transfer of Assets

In the case of any merger or consolidation with, or transfer of assets or liabilities to or from, any other plan, each Participant's or Beneficiary's accrued benefit immediately after the merger, consolidation or transfer shall be equal to or greater than the Participant's or Beneficiary's benefit immediately before the merger, consolidation or transfer.

Section 5.9 - Inalienability of Benefits

No benefit or interest available from the Plan will be subject to assignment or alienation, either voluntary or involuntary. However, this provision does not apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a Qualified Domestic Relations Order, as defined in section 414(p) of the Code.

Section 5.10 - Top-Heavy Provisions

If the Plan is or becomes top-heavy in any Plan Year beginning after December 31, 1983, the provisions of this section will supersede any conflicting provisions in the Plan.

(a) Definitions.

(1) Key Employee. Key employee means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the determination date is an officer of the Employer having an annual compensation greater than $130,000 [as adjusted under section 416(i)(1) of the Code for Plan Years beginning after December 31, 2002], a 5 percent owner of the Employer, or a 1 percent owner of the Employer having an annual compensation of more than $150,000. For purposes of this subparagraph, annual compensation means Compensation within the meaning of section 1.11. The determination date is the last day of the preceding Plan Year. The determination of who is a Key Employee will be made in accordance with section 416(i)(1) of the Code and the regulations thereunder.

(2) Top-Heavy Plan. The Plan is top-heavy for any Plan Year after December 31, 1983, if any of the following conditions exists:

(i) If the top-heavy ratio for the Plan exceeds 60 percent and the Plan is not part of any required aggregation group or permissive aggregation group of plans.

(ii) If the Plan is a part of a required aggregation group of plans but not part of a permissive aggregation group and the top-heavy ratio for the group of plans exceeds 60 percent.

(iii) If the Plan is a part of a required aggregation group and part of a permissive aggregation group of plans and the top-heavy ratio for the permissive aggregation group exceeds 60 percent.

(3) Top-Heavy Ratio.

(i) If the Employer maintains one or more defined benefit plans and the Employer has not maintained any defined contribution plan [including any simplified employee pension, as defined in section 408(k) of the Code] that during the five-year period ending on the determination date(s) has or has had account balances, the top-heavy ratio for the Plan alone or for the required or permissive aggregation group (as appropriate) is a fraction, the numerator of which is the sum of the present values of accrued benefits of all Key Employees as of the determination date(s) [including any part of any accrued benefit distributed in the five-year period ending on the determination date(s)], and the denominator of which is the sum of the present value of all accrued benefits [including any part of any accrued benefit distributed in the five-year period ending on the determination date(s)], determined in accordance with section 416 of the Code and the regulations thereunder.

(ii) If the Employer maintains one or more defined benefit plans and the Employer maintains or has maintained one or more defined contribution plans (including any simplified employee pension) that during the five-year period ending on the determination date(s) has or has had any account balances, the top-heavy ratio for any required or permissive aggregation group (as appropriate) is a fraction, the numerator of which is the sum of the present value of the accrued benefits under the aggregated defined benefit plan or plans for all Key Employees, determined in accordance with (1) above, and the sum of the account balances under the aggregated defined contribution plan or plans for all Key Employees as of the determination date(s), and the denominator of which is the sum of the present value of the accrued benefits under the aggregated defined benefit plan or plans for all participants, determined in accordance with (1) above, and the sum of the account balances under the aggregated defined contribution plan or plans for all participants as of the determination date(s), all determined in accordance with section 416 of the Code and the regulations thereunder. The account balances under a defined contribution plan in both the numerator and denominator of the top-heavy ratio are increased for any distribution of an account balance made in the five-year period ending on the determination date.

(iii) For purposes of subparagraph (i) and subparagraph (ii), the value of account balances and the present value of accrued benefits will be determined as of the most recent valuation date that falls within or ends with the 12-month period ending on the determination date, except as provided in section 416 of the Code and the regulations thereunder for the first and second plan years of a defined benefit plan. The account balances and accrued benefits of a Participant (i) who is not a Key Employee but who was a Key Employee in a prior year, or (ii) who has not been credited with at least one Hour of Service with any Employer maintaining the Plan at any time during the five-year period ending on the determination date will be disregarded. The calculation of the top-heavy ratio, and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with section 416 of the Code and the regulations thereunder. Deductible employee contributions will not be taken into account for purposes of computing the top-heavy ratio. When aggregating plans the value of account balances and accrued benefits will be calculated with reference to the determination dates that fall within the same calendar year.

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

(iv) For purposes of determining the present values of accrued benefits and the amounts of account balances of employees as of the determination date:

(A) Distributions During Year Ending on the Determination Date. The present values 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 1-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 "5-year period" for "1-year period."

(B) Employees Not Performing Services During Year Ending on the Determination Date. The accrued benefits and accounts of any individual who has not performed services for the employer during the 1-year period ending on the determination date shall not be taken into account.

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

(5) Required Aggregation Group. (1) The qualified plan of the Employer in which at least one Key Employee participates or participated at any time during the determination period (regardless of whether the plan has terminated), and (2) any other qualified plan of the Employer that enables a plan described in (1) to meet the requirements of sections 401(a)(4) or 410 of the Code.

(6) Determination Date. For any Plan Year subsequent to the first Plan Year, the last day of the preceding Plan Year. For the first Plan Year of the Plan, the last day of that year.

(7) Valuation Date. The last day of the Plan Year, the date as of which account balances or accrued benefits are valued for purposes of calculating the top-heavy ratio.

(8) Present Value. Present value shall be based only on the interest and mortality rates specified in Appendix I.

(b) Minimum Accrued Benefit.

(1) Notwithstanding any other provision in this Plan except subparagraphs (b)(3)-(b)(5) of this section, for any Plan Year in which the Plan is top-heavy, each Participant who is not a Key Employee and who has completed at least 1,000 Hours of Service with the Employer will accrue a benefit (to be provided solely by Employer contributions and expressed as a Straight Life Annuity commencing at the Normal Retirement Date) of not less than 2 percent of his or her highest average compensation for the five consecutive years for which the Participant had the highest compensation. The aggregate compensation for the years during such five-year period in which the Participant was credited with a year of service will be divided by the number of such years in order to determine average annual compensation. The minimum accrual is determined without regard to any Social Security contribution. The minimum accrual applies even

though under other provisions of the Plan the Participant would not otherwise be entitled to receive an accrual, or would have received a lesser accrual for the year because the non-Key Employee fails to make mandatory contributions to the plan, the non-Key Employee's compensation is less than a stated amount, the non-Key Employee is not employed on the last day of the accrual computation period, or the Plan is integrated with Social Security.

(2) For purposes of computing the minimum accrued benefit, compensation shall mean compensation as defined in section 415(c)(3) of the Code, as limited by section 401(a)(17) of the Code.

(3) No additional benefit accruals shall be provided pursuant to subparagraph (b)(1) to the extent that the total accruals on behalf of the Participant attributable to Employer contributions will provide a benefit expressed as a Straight Life Annuity commencing at the Normal Retirement Date that equals or exceeds 20 percent of the Participant's highest average compensation for the five consecutive years for which the Participant had the highest compensation.

(4) Notwithstanding subparagraph(b)(1), if a Participant is covered under any defined contribution plan of the Employer that is also top-heavy, the minimum accrual requirements of section 416 of the Code shall be satisfied during the Plan Year the plans are top-heavy if the Participant is provided with the minimum accrual described in section 5.10(b)(1), offset by benefits provided under the defined contribution plan.

(5) All accruals of Employer-derived benefits, whether or not attributable to years for which the plan is top-heavy, may be used in computing whether the minimum accrual requirements of subparagraph (b)(3) have been satisfied.

If the form of benefit is other than a Straight Life Annuity, the Participant must receive an amount that is the actuarial equivalent of the minimum Straight Life Annuity benefit. If the benefit commences at a date other than at Normal Retirement Date, the Participant must receive at least an amount that is the actuarial equivalent of the minimum Straight Life Annuity benefit commencing at the Normal Retirement Date.

(c) Vesting Provisions. The minimum accrued benefit required [to the extent required to be nonforfeitable under section 416(b) of the Code] may not be forfeited under section 411(a)(3)(B) or 411(a)(3)(D) of the Code.

For any Plan Year in which the Plan is top-heavy, the following vesting schedule will apply:

Years of Vesting Service	Vested Percentage
Less than 3	0
3 or more	100 percent

The minimum vesting schedule applies to all benefits within the meaning of section 411(a)(7) of the Code except those attributable to Employee contributions, including benefits accrued before the effective date of section 416 of the Code and benefits accrued before the Plan became top-heavy. Further, no decrease in a Participant's nonforfeitable percentage may occur in the event the Plan's status as top-heavy changes for any Plan Year. However, this subparagraph does not apply to the Accrued Benefit of any Employee who does not have an Hour of Service after the Plan has initially become top-heavy and such person's account balance attributable to Employer contributions and forfeitures will be determined without regard to this subparagraph.

Section 5.11 - Governing Law

This document shall be administered, construed and enforced in accordance with ERISA and, to the extent that ERISA has not preempted the laws of the State of Ohio, in accordance with the laws of the State of Ohio.

Section 5.12 - Marriage Equality Requirement

Notwithstanding any provision in the Plan to the contrary, for purposes thereof,

1. The terms "spouse," "husband and wife," "husband," and "wife" include an individual married to a person of the opposite or same sex if the individuals are lawfully married under state law, and the term "marriage" includes such a marriage between individuals of the opposite or same sex.

2. Any marriage that was validly entered into in any state is recognized by the Plan as a marriage, and the individuals in that marriage as spouses.

Section 5.13 - Recovery and Offset for Overpayment or Erroneous Payment

Notwithstanding any provision of this Plan to the contrary and to supplement any other right to recovery or reimbursement contained in the Plan, the Plan Administrator shall have the right to recover any erroneous or overpayment of any benefits or funds to any participant, retired participant, beneficiary, alternate payee, or other individual, regardless of whether any such payment remains separately identifiable. The Plan Administrator shall have all rights in law and equity to recover such erroneous payments or overpayments, including, but not limited to, offset or reduction of any benefits owed to or due to be paid to such participant, retired participant, beneficiary, alternate payee, or other individual.

Section 5.14 - Dispute Resolution Forum for Withdrawal Liability

Effective September 8, 2011, the sole forum for arbitration of disputes with the Plan related to withdrawal liability shall be the American Arbitration Association subject to its Multiemployer Pension Plan Arbitration (MEPPA) Rules for Withdrawal Liability Disputes, as amended.

ARTICLE 6

Amendment and Termination

Section 6.1 - Amendment

No part of the corpus or income of the Plan shall be used for purposes other than for the exclusive benefit of Participants and Beneficiaries, and for defraying reasonable expenses of administering the Plan. Otherwise, the Plan may be amended at any time by the Board of Trustees. Any amendment may be given retroactive effect. However, no amendment (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent it has the effect of decreasing an Accrued Benefit. However, the preceding provision shall not apply to the extent the reduction in the Accrued Benefit is permitted by section 412(c)(8) of the Code. For purposes of this section, an amendment that has the effect of (1) eliminating or reducing a retirement-type subsidy or (2) eliminating an optional form of benefit (with respect to benefits attributable to service before the amendment) shall be treated as reducing an Accrued Benefit, except as otherwise permitted by law or regulation. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the amendment) the pre-amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that continues after retirement, but does not include a qualified disability benefit, a medical benefit, a Social Security supplement or a death benefit (including life insurance). In addition, no amendment shall have the effect of decreasing a Participant's vested interest determined without regard to such amendment as of the later of the date of such amendment is adopted or becomes effective. Notwithstanding this section 6.1, a Participant's Accrued Benefit, early retirement benefit, retirement-type subsidy, or optional form of benefit may be reduced by an amendment to the Plan adopted by the Board of Trustee to the extent permitted under section 412(c)(8) of the Code (for Plan Years beginning on or before December 31, 2007), or Section 412(d)(2) (for

Plan Years beginning after December 31, 2007), or to the extent permitted under sections 1.411(d)-3 and 1.411(d)-4 of the Treasury Regulations.

If the Plan's vesting schedule is amended, or if the Plan is amended in any way that directly or indirectly affects the computation of the nonforfeitable percentage, each affected person with at least three Years of Vesting Service may elect, within a reasonable period after the adoption of the amendment or change, to have the nonforfeitable percentage computed under the Plan without regard to such amendment or change if his or her nonforfeitable percentage under the Plan, as amended, is at any time less than the percentage determined without regard to such amendment.

The period during which the election may be made shall commence with the date the amendment is adopted or deemed to be made, and shall end on the latest of the following:

(1) 60 days after the amendment is adopted;

(2) 60 days after the amendment becomes effective; or

(3) 60 days after written notice of the amendment is issued by the Board of Trustees.

An amendment to the Plan shall be evidenced by an instrument in writing signed by a majority of the number of the Board of Trustees or by the duly-authorized officers thereof.

Section 6.2 - Termination

The Plan may be terminated at any time upon the written agreement of the Council and the Association. The Board of Trustees shall continue to act until the fund has been distributed according to the provisions of this document.

When a termination or partial termination of the Plan occurs, each Participant's Accrued Benefit shall be, to the extent funded as of the date of termination or partial termination, totally nonforfeitable.

In the event of termination (including partial termination) of the Plan, the Board of Trustees shall allocate the assets of the Plan (available to provide benefits) among Participants, Inactive Participants and Beneficiaries in the manner provided by ERISA.

Section 6.3 - Restrictions in Event of Plan Termination

In the event of the termination of the Plan, the benefit of any highly compensated active or highly compensated former Employee shall be limited to a benefit that is nondiscriminatory under section 401(a)(4) of the Code.

Benefits distributed to any of the 25 most highly compensated active and highly compensated former Employees with the greatest compensation in the current or any prior year shall be restricted such that the annual payments are no greater than an amount equal to the payment that would be made on behalf of the Employee under a Straight Life Annuity that has the same Actuarial Value of the sum of the Employee's Accrued Benefit, the Employee's other benefits under the Plan [other than a Social Security supplement, within the meaning of section 1.411(a)-7(c)(4)(ii) of the regulations], and any amount the Employee is entitled to receive under a Social Security supplement.

The preceding paragraph shall not apply if: (1) after payment of the benefit to an Employee described in the preceding paragraph, the value of Plan assets equals or exceeds 110 percent of the value of current liabilities, as defined in section 412(l)(7) of the Code, (2) the value of the benefits for an Employee described above is less than 1 percent of the value of current liabilities before distribution, or (3) the value of the benefits payable under the Plan to an Employee described above does not exceed $5,000.

This section is solely for the purpose of complying with the requirements of the Internal Revenue Service and shall not be applied except to the extent necessary to comply with such requirements.

IN WITNESS WHEREOF, the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan has caused this document to be executed by duly authorized officers on this 4th day of December, 2014, but effective as of January 1, 2014, except as otherwise noted.

SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN

[redacted]

APPENDIX I

(1) Interest at 7 percent per annum, except as otherwise provided below hereof.

(2) Mortality based on UP-1984 Mortality Table, except as otherwise provided below.

(3) Lump sum payment for purposes of calculating the present value of the benefit payable on or after January 1, 1999 and prior to January 1, 2008:

(a) Interest at the average annual interest rate on 30-year U.S. Treasury bonds for the second month preceding the beginning of the Plan Year in which the distribution occurs.

(b) Mortality based on the 1983 Group Annuity Mortality Table in the form prescribed by Rev. Rul. 95-6, or such other mortality table prescribed by the Commissioner of the Internal Revenue Service for purposes of section 417(e)(3) and section 415(b)(2)(E) of the Code. Effective for distributions with Annuity Starting Dates on or after January 1, 2003, and notwithstanding any other Plan provision to the contrary, any reference in the Plan to the applicable mortality table or the mortality table prescribed in Rev. Rul. 95-6 shall be construed as a reference to the mortality table prescribed in Rev. Rul. 2001-62 for all purposes under the Plan.

(4) Lump sum payment for purposes of calculating the actuarial value of the benefit payable on or after January 1, 2008 shall be based on the Applicable Mortality Table and the Applicable Interest Rate as defined below:

(a) Applicable Interest Rate: the adjusted first, second and third segment rates applied under rules similar to the rules under section 430(h)(2)(C) of the Code for the second month preceding the Plan Year containing the date of distribution, or such other time as the Secretary of the Treasury may by regulations prescribe. For this purpose, the adjusted first, second, and third segment rates are the first, second, and third segment rates which would be determined under section 430(h)(2)(C) of the Code if:

1. Section 430(h)(2)(D) of the Code were applied by substituting the average yields for the month described in section 430(h)(2)(D)(ii) of the Code for the average yields for the 24-month period described in such section; and

2. Section 430(h)(2)(G)(i)(II) of the Code were applied by substituting "section 417(e)(3)(A)(ii)(II)" for "section 412(b)(5)(B)(ii)(II)"; and

3. the applicable percentage under section 430(h)(2)(G) of the Code is treated as being 20% in 2008, 40% in 2009, 60% in 2010, and 80% in 2011.

(b) Applicable Mortality Table: the mortality table modified as appropriate by the Secretary of the Treasury, based on the mortality table for the Plan Year as specified under subparagraph (A) of section 430(h)(3) of the Code, without regard to subparagraph (C) or (D) of section 430(h)(3) of the Code.

APPENDIX II

APPENDIX II
(DAYTON)

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

INTERNATIONAL RECIPROCAL AGREEMENT FOR

CARPENTERS PENSION FUNDS

This International Reciprocal Agreement for Carpenters Pension Funds (Reciprocal Agreement) is entered to by Boards of Trustees of Pension Funds (signatory Fund or Funds) which provide retirement and pension enefits for employees (Employees) represented for the purpose of collective bargaining by one or more Local nions or Councils affiliated with the United Brotherhood of Carpenters and Joiners of America (United rotherhood).

The Effective Date of this Reciprocal Agreement shall be, for each signatory Pension Fund, the date set orth as the "Effective Date" on the signature page used by the Fund to become a party to this Reciprocal greement and such Effective Date shall have the significance set forth herinafter.

This Reciprocal Agreement shall be signed on behalf of a Fund becoming signatory to this Agreement by at least one Employer and at least one Union Trustee of such Fund who are duly authorized to execute this Agreement for that Pension Fund.

The persons who are from time to time acting as Trustees of signatory Pension Funds are sometimes referred to in this Agreement as "Trustees".

WITNESSETH:

WHEREAS, the Trustees of each signatory Fund acting under separate Trust Agreements are authorized and empowered to enter into this Reciprocal Agreement and to provide retirement and pension benefits to employees who are or have been represented in collective bargaining by Local Unions or District Councils affiliated with the United Brotherhood; and

WHEREAS, many Employees have contributions made to more than one signatory Pension Fund and as a consequence may not be eligible for any pension benefits from any signatory Pension Fund or may qualify for reduced pension benefits because years of service credit were divided among signatory Funds; and

WHEREAS, the Trustees of signatory Funds desire to make provision for continuity of pension coverage for such Employees; and

WHEREAS, it is recognized that some signatory Funds have reciprocal agreements based on partial pensions or the transfer of contributions (money-follows-the-man) and it is further recognized that it is not the intent of this Agreement to modify, cancel or affect such Agreements; and

WHEREAS, the Trustees of each signatory Fund acknowledge that they have amended their Plan in substantially the form of Exhibit A or Exhibit A and Exhibit B attached hereto. (All signatory Pension Funds must adopt Exhibit A providing for partial pensions and, if they elect to do so, Exhibit B which provides that the Fund will transfer money to other signatory Funds which have also adopted Exhibit B;

WHEREAS, each signatory Pension Fund is qualified as a tax exempt trust under the appropriate provisions of the Internal Revenue Service and is currently operating in such a manner as to continue to be entitled to such exemption; and

WHEREAS, the Trustees of each signatory Pension Fund desire to implement the amendments adopted pursuant to this Reciprocal Agreement and establish uniform procedures to carry out the terms of this Reciprocal Agreement; and

WHEREAS, the Trustees of each signatory Pension Fund executing this Agreement on behalf of their respective Pension Funds represent and warrant that they have been duly authorized to make, execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, it is mutually understood and agreed as follows:

Section 1. Form of Agreements. The Trustees of each signatory Pension Fund must amend their Pension Plan to incorporate the article attached hereto as Exhibit A. Exhibit A provides for partial pensions based on service credit with two or more signatory Pension Funds.

The Trustees of any signatory Pension Fund may, in addition to adopting Exhibit A, elect to amend their Pension Plan to incorporate the article attached hereto as Exhibit B; such election to be indicated on the signature page of this Reciprocal Agreement. As between two signatory Pension Funds which have both adopted Exhibit B as well as Exhibit A, Exhibit B shall govern. As between two signatory Pension Funds only one of which has adopted Exhibit B as well as Exhibit A, Exhibit A shall govern.

Section 2. Recognition. Each signatory Pension Fund, for the period it is bound by this Reciprocal Agreement, recognizes each other signatory Pension Fund as a "Related" and/or "Cooperating" Fund to the extent that such Fund has adopted one or both of the Articles attached hereto as Exhibit A and Exhibit B.

Section 3. Effect on Other Reciprocal Agreements. This Reciprocal Agreement shall in no way be construed as interfering with or affecting any Reciprocal Agreement between a signatory Pension Fund and a non-signatory Pension Fund or any Reciprocal Agreement between signatory Pension Funds, unless the Related or Cooperating Plans covered under their own Reciprocal Agreement mutually agree to discontinue their Reciprocal Agreement and agree to be covered under this Reciprocal Agreement.

Section 4. Cooperation. The effective administration of this Reciprocal Agreement by the Trustees of the signatory Pension Funds requires that each Fund exchange information with respect to the credited service of persons covered by such Fund, the status of pensions paid from time to time by such Fund and the details of the plan of benefits provided by such Fund. The Trustees of each signatory Pension Fund agree to cooperate in the exchange of relevant information and documents to permit implementation of the pension provisions in the attached Exhibit A or Exhibits A and B. Each signatory Pension Fund shall comply within thirty (30) days with any reasonable written request by another signatory Pension Fund for information or data necessary to carry out the purposes of this Reciprocal Agreement.

Section 5. No Change in Exhibit A or Exhibit B. The Trustees of each signatory Pension Fund agree that, except as hereinafter provided in Section 12 hereof, no substantive change shall be made in the provisions of the Articles attached hereto as Exhibit A or Exhibit B, either by change of language or by any modification of the Pension Plan which would have the effect of changing the provisions of Exhibit A or Exhibit B. It is further agreed that the only way a signatory Pension Fund can terminate the operation of the provisions of Exhibit A or Exhibit B is to follow the termination provisions of this Reciprocal Agreement set forth in Section 9 hereof.

Section 6. Effective Date. The date this Reciprocal Agreement becomes operative as to any signatory Pension Fund shall be the date shown as the "Effective Date", on the signature page. The date this Agreement becomes operative as between two signatory Pension Funds shall be the Effective Date of each such Fund if they are the same Effective Date or the later of the two Effective Dates if they are not the same.

This Reciprocal Agreement shall be enforced for pension applications made on and after the Effective Date. Applications previously denied by any of the signatory Plans may be reconsidered upon the approval of all affected Plans.

Section 7. Duration of Reciprocal Agreement. This Reciprocal Agreement shall first be operative when at least two Pension Funds become signatories and shall continue so long as two or more Pension Funds continue as signatories.

Section 8. Central Filing of Reciprocal Agreements and Related Documents. Within ten (10) days from the date of execution of this Reciprocal Agreement, each Pension Fund which becomes a signatory fund shall file a signed copy with the following:

General President
United Brotherhood of Carpenters and Joiners of America
101 Constitution Avenue, N.W.
Washington, D. C. 20001

It is understood that the General President of the United Brotherhood will cause to be published periodically, but at least annually, in the official publication of the United Brotherhood a list of all Pension Funds and their addresses which have become and remain parties to this Reciprocal Agreement. The listing will be based on the filing of a copy of such Agreements as provided in this section and based on the filing of notices of termination of participation in this Reciprocal Agreement as heretofore provided.

Section 9. Termination. Any of the signatory Pension Funds may terminate this Reciprocal Agreement by giving written notice by certified mail to the General President of the United Brotherhood at least ninety (90) days in advance of the date such termination is desired.

Section 10. Arbitration. Any dispute, controversy or claim arising out of or relating to the application of this Agreement between signatory Plans shall be settled by arbitration. Any signatory Plan which disagrees with the action taken by another Plan under this Agreement may request arbitration by filing a written notice with such Plan by certified mail with a copy to the United Brotherhood. If the Trustees of the Plans involved cannot agree upon an arbitrator within thirty days, application shall be made to the American Arbitration Association for the selection of an arbitrator. The general expenses of the arbitration, if any, shall be borne equally by the parties to the arbitration.

Judgment on any award rendered shall be binding on the parties and may be entered in any court having jurisdiction.

Section 11. Separate Liability.

(a) It is expressly understood and agreed that none of the signatory Funds assumes any of the liabilities or obligations of the other signatory Funds. Each signatory Fund shall be liable solely and exclusively for pension benefits due under its own pension fund, and no Fund shall be liable for the acts or omissions of another Fund.

(b) The Trustees of each signatory Fund shall be fully protected in acting upon any instrument, certificate, report or paper believed by them to be genuine, and the Trustees of each signatory Fund shall be under no duty to make any investigation or inquiry as to any statement in any such writing, or as to the authority of the person making such statement, but may accept the same as conclusive evidence of the accuracy of the statement contained therein and the authority to make it.

Section 12. Amendment. Proposals for amendment of this Agreement may be submitted to the General President of the United Brotherhood. Proposed amendments may be submitted by the United Brotherhood to the affiliated Funds for a vote. A proposed amendment will be deemed adopted if approved by a two-thirds (⅔) vote of all signatory Funds voting within the time prescribed by the General President of the United Brotherhood.

Section 13. Jurisdiction. This Agreement shall be construed and enforced according to the laws of the District of Columbia and the Trustees of the signatory funds shall be liable to account with respect to this Agreement, and any rights and duties thereunder, only in the courts of the District of Columbia. However, a dispute between a Participant and a specific signatory Fund shall be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

Section 14. Amendment of Plan Documents. Each signatory Fund agrees to make the necessary amendments to its Pension Plan documents, and other legal documents which may be required, in order to implement the provisions of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF the Pension Fund named below by the signatures of its duly authorized Trustees hereby becomes a party to this Reciprocal Agreement and agrees to be bound by its terms and provisions. It is understood that each Fund which becomes or is signatory to this Reciprocal Agreement is entering this Agreement with each other signatory Fund.

The Effective Date for the following Pension Fund shall be the 1 day of May, 19 85.

Please check one:

This Fund has adopted Exhibit A only ( )

This Fund has adopted both Exhibit A and Exhibit B (✓)

(Note: Exhibit A must be adopted by all Funds and provides for partial pensions. Exhibit B should only be adopted by Funds that want to transfer contributions to other Funds that have adopted Exhibit B.)

Pension Fund Name: Miami Valley Carpenters D.C. Pension Fund

Pension Fund Address: 201 Riverside Dr. Dayton OH 45405

[redacted]

SWORCCPP2018-000302

SIGNATURE PAGE (continued)

COMPLETE BELOW IF APPLICABLE

It is understood and agreed that this Reciprocal Agreement shall not make void, change or replace a Reciprocal Agreement entered into by this signatory Pension Fund with the following Pension Fund(s) whose names and addresses are listed below:

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It is further understood that the signatory Pension Fund named below shall notify the United Brotherhood in writing of any additional Reciprocal Agreements to which such signatory Fund becomes party and which shall take precedence over this Reciprocal Agreement. It is also further understood that such signatory Pension Fund shall notify the United Brotherhood of the cancellation of any Reciprocal Agreements to which such signatory Fund was a party.

____
Name of Signatory Pension Fund

____
Signature of Authorized Union Trustee

____
Signature of Authorized Employer Trustee

EXHIBIT A

ARTICLE – PARTIAL PENSIONS

Section 1. Purpose. Partial Pensions shall be provided under this Agreement for Employees who otherwise lack sufficient pension credit to be eligible for any pension because their years of employment were divided between different participating pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 2. Related Pension Credits. For purposes of this Agreement the term 'Pension Credits' shall mean those periods of service during which credit is granted for benefit accrual purposes. Pension Credit shall not necessarily cover periods for which a Plan grants credit for vesting purposes under ERISA. Pension Credits accumulated and maintained by an Employee under one of the Plans signatory to this Agreement shall be recognized under this Agreement by the other signatory Plans as Related Pension Credits. Pension Credits under each Plan shall be based on the rules in effect in that Plan at the time the employment occurred.

Section 3. Combined Pension Credit. The Pension Credit granted under each of the Plans signatory to this Agreement together comprise the Employee's Combined Pension Credit. In no case will more than one year of Pension Credit be counted for any twelve consecutive calendar months.

If the Employee has, in a calendar year, worked under two or more Plans and accumulated fractional years of Pension Credit which together add up to more than one year of credit for that calendar year; then the Pension Credit recognized under this Agreement shall be limited to one year. Pension Credit will first be counted under the Plan which provides the highest benefit accrual rate. The other Plan(s) shall count as Pension Credit the necessary fractional year(s), in a declining benefit accrual rate order, which will bring the total to exactly one year of Pension Credit for the Employee.

Section 4. Transfer of Contributions. Notwithstanding any other provisions of this article to the contrary an Employee whose Home Pension Fund is a signatory to Exhibit B of this Reciprocal Agreement and who works under the jurisdiction of and has contributions made to a Pension Fund signatory only to Exhibit A of this Reciprocal Agreement shall have such contributions forwarded to his Home Pension Fund:

(a) if during any calendar year such Employee does not earn some Pension Credit under the Pension Fund signatory only to Exhibit A of this Reciprocal Agreement, and

(b) if at the end of any three calendar year period such Employee has not earned a total of at least one year of Pension Credit in a Pension Fund signatory only to Exhibit A of this Reciprocal Agreement such contributions will be sent to his Home Fund.

Section 5. Eligibility for Benefits. An Employee shall be eligible for a Partial Pension if he satisfies all of the following requirements:

(a) He would be eligible for any type of pension under the Plan if his Combined Pension Credit were treated as credit under that Plan; and

(b) He has, under several of the signatory plans, at least one year of Pension Credit since January 1, 1955; and

(c) In the case of an Employee applying for a pension based on disability, he is able to meet the definition of disability in each of the signatory Plans, or in the case of an Employee applying for a pension based on age, he meets the minimum age requirement in each of the signatory Plans which will be paying Partial Pensions; and

(d) At least two Plans will actually be paying a Partial Pension under the terms of this Reciprocal Agreement.

Section 6. Election of Pension. If an Employee is eligible for more than one type of pension or optional form of benefit under the signatory Plans, he shall be entitled to elect the type and form of pension he is to receive from each Plan.

Section 7. Partial Pension Amount. The amount of the Partial Pension payable by each signatory Plan under which an Employee qualifies for a pension shall be the benefit amount he accrued under that Plan during the period he earned Pension Credit under that Plan.

Section 8. Payment of Partial Pensions. The payment of a Partial Pension shall be subject to all of the conditions contained in the signatory Plans applicable to other types of pensions. If a Partial Pension is suspended by one Plan, it may be suspended by other Plan(s). Any Plan suspending a pensioner's benefit shall notify all other affected Plans.

Section 9 Other Benefits. The obligation of each of the Plans signatory to this Agreement is limited to pension benefits, including survivor's pensions after retirement payable as a result of election of a Husband and Wife Pension or guaranteed period payments. This Agreement shall not apply to any pre-retirement death or survivors' benefits. Other benefits provided by any of the Plans after retirement such as lump sum death benefits, level income or lump sum options, health benefits, etc., are not covered by this Agreement. However, nothing in this Agreement shall prohibit any Plan from providing such benefits in accordance with its own rules and regulations.

Section 10. Benefit Increases. After an Employee leaves the jurisdiction of one of the signatory Plans the benefit level in that Plan may be later increased. Benefits from that Plan may be computed at the benefit level in effect at the time the Participant last earned Pension Credit under that Plan, or the level at the time the pension is effective, at the option of each Plan.

Section 11. Application Procedure. The Plan under which an Employee first makes application for benefits shall initiate the processing of a Partial Pension with the other signatory Plans based upon the information supplied by the Employee as to where he worked. Each Plan agrees to provide the other Plans with complete data, certified by an authorized Administrator or Plan employee, in order to process Partial Pensions promptly under this Agreement.

Section 12. Breaks in Service. In applying the rules of each Plan with respect to cancellation of Pension Credit, any Pension Credit earned during a period in which the Employee worked in the jurisdiction of another signatory Plan shall be considered when determining whether there has been a permanent break in service.

EXHIBIT B

ARTICLE – TRANSFER OF CONTRIBUTIONS

Section 1. Purpose. A Pension is provided under this Plan for Employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pension would be less than the full amount because of such division of employment. The provisions of this Article are operative only if both the Pro-Rata and Transfer of Contributions Exhibits of the International Reciprocal Pension Agreement for Carpenters Pension Funds have been adopted by the signatory Funds in whose jurisdiction the Employee works.

Section 2. Cooperating Pension Fund. By resolution duly adopted, the Board of Trustees recognizes all other Pension Funds which have executed the United Brotherhood's Reciprocal Pension Agreement and which have adopted Exhibits A and B thereto, as Cooperating Pension Funds.

Section 3. Home Pension Fund. Each Employee who has employer contributions made on his behalf to one or more of the Cooperating Pension Funds shall have a "Home Pension Fund". The following rules shall be used in determining an Employee's "Home Pension Fund".

(a) If the Employee is a member of a local union, his Home Pension Fund shall be that Cooperating Pension Fund in which such local union participates by virtue of a collective bargaining agreement requiring contributions thereto.

(b) If the Employee is not a member of a local union, his Home Pension Fund shall be that Cooperating Pension Fund to which the bulk of contributions have been made on his behalf in the last three (3) years.

(c) A Cooperating Pension Fund other than one determined under subsection (a) or (b) shall be an Employee's Home Pension Fund if the Employee can establish such Home Fund status to the satisfaction of the Trustees of the two Cooperating Pension Funds.

Section 4. Employee Authorization. If contributions are or will be made on an Employee's behalf to a Cooperating Fund signatory to Exhibit A and B of the United Brotherhood's Reciprocal Pension Agreement he may, provided his Home Fund is also signatory to Exhibits A and B of said Agreement, file a request with the Cooperating Fund that such contributions be transferred to his Home Fund on his behalf. Such request shall be made in writing on a form approved by the respective Funds which is signed and dated by the Employee. Said request form shall release the Boards of Trustees of the respective Funds from any liability or claim by an Employee, or anyone claiming through him, that the transfer of contributions may not work to his best interest. Said completed request form shall be filed by the Employee with the Cooperating Fund within sixty (60) days following the beginning of his employment within the Cooperating Fund's jurisdiction provided however that the Board of Trustees of the Cooperating Fund may, at its discretion, grant an extension of that sixty (60) day period for special circumstances.

If the Employee does not file a timely request form with the Cooperating Fund, he will be treated as electing not to authorize a transfer of contributions and the Pro-Rata Pension provisions of the Cooperating Fund's Plan shall apply to the Employee. By filing a request for transfer of contributions, the Employee agrees that his eligibility for benefits and all other participant rights are governed by the terms of the Home Fund's Pension Plan and not by the terms of the Cooperating Fund's Pension Plan.

Section 5. Transfer of Contributions. Upon receipt of a timely and properly completed request for a transfer of contributions to the Employee's Home Fund, the Cooperating Fund shall collect and transfer to the Employee's Home Fund the contributions required to be made to the Cooperating Fund on the Employee's behalf. Said contributions shall be forwarded to the Employee's Home Fund within ninety (90) calendar days following the calendar month in which the contributions were received. Any undue delay in transferring contributions shall be considered a violation of the United Brotherhood's Reciprocal Pension Agreement and subject to its provisions for arbitration. The contributions so transferred shall be accompanied by such records or reports which are necessary or appropriate. The Cooperating Fund shall transfer the actual dollar amount of contributions received regardless of any difference in the contribution rates between the Funds.

For purposes of this Section, in the event the local union in which an Employee holds or has applied for membership or which first represented such Employee participates in both a Local or District Council Pension Plan and the Carpenters Labor-Management Pension Plan, both Plans shall be considered to be Home Pension

Plans if they have adopted Exhibit A and Exhibit B of this Agreement and contributions shall be transferred to such Plans under a proportionate allocation determined according to the contribution rates then in effect under such Plans. However, in a situation in which only one of such Home Plans has signed both Exhibit A and Exhibit B of this Agreement, the amount forwarded to the local Home Plan which has signed Exhibit B shall be the proportionate share allocated to such Fund taking into consideration the total of the contributions to that Fund and the Fund which is participating only in Exhibit A. The balance of the contributions not forwarded will be covered by the provisions of Exhibit A of this Agreement.

Section 6. Breaks in Service. For the purpose of any break in service rule, any hours worked in the jurisdiction of a Cooperating Pension Fund shall be counted as if they were worked in the jurisdiction of the Home Pension Fund.

Section 7. Payment of Pension. The payment of the pension shall be subject to the provisions of the Home Pension Fund's Plan.

Section 8. Collection of Contributions. The Home Fund shall have no responsibility to take any action to enforce the terms of any collective bargaining agreement, or of any other agreement, requiring contributions to any Cooperating Fund other than the Home Fund. Each Cooperating Fund shall be solely responsible for enforcing the terms of collective bargaining agreements and of other agreements requiring contributions thereto.

Section 9. Change in Home Pension Fund. It is recognized that situations will arise where an Employee will change his Home Pension Fund because of a change in residence, availability of work, or for other reasons. In order to protect such an Employee to the fullest extent possible, while still providing safeguards against possible abuse, the following rules shall apply when an Employee wishes to change his Home Pension Fund:

(a) An Employee must submit a request for a permanent change of Home Pension Fund to both his former Home Pension Fund and to the Pension Fund which he claims to be his new Home Pension Fund.

(b) Such request must be on a form approved by the Trustees of the respective Pension Funds and signed by the Employee.

(c) Such request must state the facts which the Employee claims support his request to change his Home Pension Fund.

(d) No change in Home Pension Fund shall occur unless both Funds agree to the change.

If the Employee's request for a change in Home Fund is granted by both Funds, the change shall be effected on the first day of the month following the agreement by both Pension Funds. No assets shall be transferred from the old Home Fund to the new Home Fund. Rather, the Pro-Rata Pension provisions of this Plan shall govern the Employee's rights under the old Home Fund.

Section 10. Effective Date. This Article, and the payment of pensions hereunder, shall be effective on

____

APPENDIX II
(CINCINNATI)

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

INTERNATIONAL RECIPROCAL AGREEMENT FOR

CARPENTERS PENSION FUNDS

This International Reciprocal Agreement for Carpenters Pension Funds (Reciprocal Agreement) is entered to by Boards of Trustees of Pension Funds (signatory Fund or Funds) which provide retirement and pension benefits for employees (Employees) represented for the purpose of collective bargaining by one or more Local Unions or Councils affiliated with the United Brotherhood of Carpenters and Joiners of America (United Brotherhood).

The Effective Date of this Reciprocal Agreement shall be, for each signatory Pension Fund, the date set forth as the "Effective Date" on the signature page used by the Fund to become a party to this Reciprocal Agreement and such Effective Date shall have the significance set forth herinafter.

This Reciprocal Agreement shall be signed on behalf of a Fund becoming signatory to this Agreement by at least one Employer and at least one Union Trustee of such Fund who are duly authorized to execute this Agreement for that Pension Fund.

The persons who are from time to time acting as Trustees of signatory Pension Funds are sometimes referred to in this Agreement as "Trustees".

WITNESSETH:

WHEREAS, the Trustees of each signatory Fund acting under separate Trust Agreements are authorized and empowered to enter into this Reciprocal Agreement and to provide retirement and pension benefits to employees who are or have been represented in collective bargaining by Local Unions or District Councils affiliated with the United Brotherhood; and

WHEREAS, many Employees have contributions made to more than one signatory Pension Fund and as a consequence may not be eligible for any pension benefits from any signatory Pension Fund or may qualify for reduced pension benefits because years of service credit were divided among signatory Funds; and

WHEREAS, the Trustees of signatory Funds desire to make provision for continuity of pension coverage for such Employees; and

WHEREAS, it is recognized that some signatory Funds have reciprocal agreements based on partial pensions or the transfer of contributions (money-follows-the-man) and it is further recognized that it is not the intent of this Agreement to modify, cancel or affect such Agreements; and

WHEREAS, the Trustees of each signatory Fund acknowledge that they have amended their Plan in substantially the form of Exhibit A or Exhibit A and Exhibit B attached hereto. (All signatory Pension Funds must adopt Exhibit A providing for partial pensions and, if they elect to do so, Exhibit B which provides that the Fund will transfer money to other signatory Funds which have also adopted Exhibit B;

WHEREAS, each signatory Pension Fund is qualified as a tax exempt trust under the appropriate provisions of the Internal Revenue Service and is currently operating in such a manner as to continue to be entitled to such exemption; and

WHEREAS, the Trustees of each signatory Pension Fund desire to implement the amendments adopted pursuant to this Reciprocal Agreement and establish uniform procedures to carry out the terms of this Reciprocal Agreement; and

WHEREAS, the Trustees of each signatory Pension Fund executing this Agreement on behalf of their respective Pension Funds represent and warrant that they have been duly authorized to make, execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, it is mutually understood and agreed as follows:

Section 1. Form of Agreements. The Trustees of each signatory Pension Fund must amend their Pension Plan to incorporate the article attached hereto as Exhibit A. Exhibit A provides for partial pensions based on service credit with two or more signatory Pension Funds.

The Trustees of any signatory Pension Fund may, in addition to adopting Exhibit A, elect to amend their Pension Plan to incorporate the article attached hereto as Exhibit B; such election to be indicated on the signature page of this Reciprocal Agreement. As between two signatory Pension Funds which have both adopted Exhibit B as well as Exhibit A, Exhibit B shall govern. As between two signatory Pension Funds only one of which has adopted Exhibit B as well as Exhibit A, Exhibit A shall govern.

Section 2. Recognition. Each signatory Pension Fund, for the period it is bound by this Reciprocal Agreement, recognizes each other signatory Pension Fund as a "Related" and/or "Cooperating" Fund to the extent that such Fund has adopted one or both of the Articles attached hereto as Exhibit A and Exhibit B.

Section 3. Effect on Other Reciprocal Agreements. This Reciprocal Agreement shall in no way be construed as interfering with or affecting any Reciprocal Agreement between a signatory Pension Fund and a non-signatory Pension Fund or any Reciprocal Agreement between signatory Pension Funds, unless the Related or Cooperating Plans covered under their own Reciprocal Agreement mutually agree to discontinue their Reciprocal Agreement and agree to be covered under this Reciprocal Agreement.

Section 4. Cooperation. The effective administration of this Reciprocal Agreement by the Trustees of the signatory Pension Funds requires that each Fund exchange information with respect to the credited service of persons covered by such Fund, the status of pensions paid from time to time by such Fund and the details of the plan of benefits provided by such Fund. The Trustees of each signatory Pension Fund agree to cooperate in the exchange of relevant information and documents to permit implementation of the pension provisions in the attached Exhibit A or Exhibits A and B. Each signatory Pension Fund shall comply within thirty (30) days with any reasonable written request by another signatory Pension Fund for information or data necessary to carry out the purposes of this Reciprocal Agreement.

Section 5. No Change in Exhibit A or Exhibit B. The Trustees of each signatory Pension Fund agree that, except as hereinafter provided in Section 12 hereof, no substantive change shall be made in the provisions of the Articles attached hereto as Exhibit A or Exhibit B, either by change of language or by any modification of the Pension Plan which would have the effect of changing the provisions of Exhibit A or Exhibit B. It is further agreed that the only way a signatory Pension Fund can terminate the operation of the provisions of Exhibit A or Exhibit B is to follow the termination provisions of this Reciprocal Agreement set forth in Section 9 hereof.

Section 6. Effective Date. The date this Reciprocal Agreement becomes operative as to any signatory Pension Fund shall be the date shown as the "Effective Date", on the signature page. The date this Agreement becomes operative as between two signatory Pension Funds shall be the Effective Date of each such Fund if they are the same Effective Date or the later of the two Effective Dates if they are not the same.

This Reciprocal Agreement shall be enforced for pension applications made on and after the Effective Date. Applications previously denied by any of the signatory Plans may be reconsidered upon the approval of all affected Plans.

Section 7. Duration of Reciprocal Agreement. This Reciprocal Agreement shall first be operative when at least two Pension Funds become signatories and shall continue so long as two or more Pension Funds continue as signatories.

Section 8. Central Filing of Reciprocal Agreements and Related Documents. Within ten (10) days from the date of execution of this Reciprocal Agreement, each Pension Fund which becomes a signatory fund shall file a signed copy with the following:

General President
United Brotherhood of Carpenters and Joiners of America
101 Constitution Avenue, N.W.
Washington, D. C. 20001

It is understood that the General President of the United Brotherhood will cause to be published periodically, but at least annually, in the official publication of the United Brotherhood a list of all Pension Funds and their addresses which have become and remain parties to this Reciprocal Agreement. The listing will be based on the filing of a copy of such Agreements as provided in this section and based on the filing of notices of termination of participation in this Reciprocal Agreement as heretofore provided.

Section 9. Termination. Any of the signatory Pension Funds may terminate this Reciprocal Agreement by giving written notice by certified mail to the General President of the United Brotherhood at least ninety (90) days in advance of the date such termination is desired.

Section 10. Arbitration. Any dispute, controversy or claim arising out of or relating to the application of this Agreement between signatory Plans shall be settled by arbitration. Any signatory Plan which disagrees with the action taken by another Plan under this Agreement may request arbitration by filing a written notice with such Plan by certified mail with a copy to the United Brotherhood. If the Trustees of the Plans involved cannot agree upon an arbitrator within thirty days, application shall be made to the American Arbitration Association for the selection of an arbitrator. The general expenses of the arbitration, if any, shall be borne equally by the parties to the arbitration.

Judgment on any award rendered shall be binding on the parties and may be entered in any court having jurisdiction.

Section 11. Separate Liability.

(a) It is expressly understood and agreed that none of the signatory Funds assumes any of the liabilities or obligations of the other signatory Funds. Each signatory Fund shall be liable solely and exclusively for pension benefits due under its own pension fund, and no Fund shall be liable for the acts or omissions of another Fund.

(b) The Trustees of each signatory Fund shall be fully protected in acting upon any instrument, certificate, report or paper believed by them to be genuine, and the Trustees of each signatory Fund shall be under no duty to make any investigation or inquiry as to any statement in any such writing, or as to the authority of the person making such statement, but may accept the same as conclusive evidence of the accuracy of the statement contained therein and the authority to make it.

Section 12. Amendment. Proposals for amendment of this Agreement may be submitted to the General President of the United Brotherhood. Proposed amendments may be submitted by the United Brotherhood to the affiliated Funds for a vote. A proposed amendment will be deemed adopted if approved by a two-thirds (⅔) vote of all signatory Funds voting within the time prescribed by the General President of the United Brotherhood.

Section 13. Jurisdiction. This Agreement shall be construed and enforced according to the laws of the District of Columbia and the Trustees of the signatory funds shall be liable to account with respect to this Agreement, and any rights and duties thereunder, only in the courts of the District of Columbia. However, a dispute between a Participant and a specific signatory Fund shall be subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

Section 14. Amendment of Plan Documents. Each signatory Fund agrees to make the necessary amendments to its Pension Plan documents, and other legal documents which may be required, in order to implement the provisions of this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF the Pension Fund named below by the signatures of its duly authorized Trustees hereby becomes a party to this Reciprocal Agreement and agrees to be bound by its terms and provisions. It is understood that each Fund which becomes or is signatory to this Reciprocal Agreement is entering this Agreement with each other signatory Fund.

The Effective Date for the following Pension Fund shall be the ____ day of ______________, 19____

Please check one:

This Fund has adopted Exhibit A only -- ( )

This Fund has adopted both Exhibit A and Exhibit B ---------------------------- (✓)

(Note: Exhibit A must be adopted by all Funds and provides for partial pensions. Exhibit B should only be adopted by Funds that want to transfer contributions to other Funds that have adopted Exhibit B.)

Pension Fund Name: ______________________________

Pension Fund Address: ______________________________

Pension Fund Telephone Number: ______________________________

Name of Person to Contact: ______________________________

By: By:

[redacted]

Signed this 11th day of February, 1987

SIGNATURE PAGE (continued)

COMPLETE BELOW IF APPLICABLE

It is understood and agreed that this Reciprocal Agreement shall not make void, change or replace a Reciprocal Agreement entered into by this signatory Pension Fund with the following Pension Fund(s) whose names and addresses are listed below:

It is further understood that the signatory Pension Fund named below shall notify the United Brotherhood in writing of any additional Reciprocal Agreements to which such signatory Fund becomes party and which shall take precedence over this Reciprocal Agreement. It is also further understood that such signatory Pension Fund shall notify the United Brotherhood of the cancellation of any Reciprocal Agreements to which such signatory Fund was a party.

Name of Signatory Pension Fund

Signature of Authorized Union Trustee

Signature of Authorized Employer Trustee

EXHIBIT A

ARTICLE — PARTIAL PENSIONS

Section 1. Purpose. Partial Pensions shall be provided under this Agreement for Employees who otherwise lack sufficient pension credit to be eligible for any pension because their years of employment were divided between different participating pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

Section 2. Related Pension Credits. For purposes of this Agreement the term "Pension Credits' shall mean those periods of service during which credit is granted for benefit accrual purposes. Pension Credit shall not necessarily cover periods for which a Plan grants credit for vesting purposes under ERISA. Pension Credits accumulated and maintained by an Employee under one of the Plans signatory to this Agreement shall be recognized under this Agreement by the other signatory Plans as Related Pension Credits. Pension Credits under each Plan shall be based on the rules in effect in that Plan at the time the employment occurred.

Section 3. Combined Pension Credit. The Pension Credit granted under each of the Plans signatory to this Agreement together comprise the Employee's Combined Pension Credit. In no case will more than one year of Pension Credit be counted for any twelve consecutive calendar months.

If the Employee has, in a calendar year, worked under two or more Plans and accumulated fractional years of Pension Credit which together add up to more than one year of credit for that calendar year; then the Pension Credit recognized under this Agreement shall be limited to one year. Pension Credit will first be counted under the Plan which provides the highest benefit accrual rate. The other Plan(s) shall count as Pension Credit the necessary fractional year(s), in a declining benefit accrual rate order, which will bring the total to exactly one year of Pension Credit for the Employee.

Section 4. Transfer of Contributions. Notwithstanding any other provisions of this article to the contrary an Employee whose Home Pension Fund is a signatory to Exhibit B of this Reciprocal Agreement and who works under the jurisdiction of and has contributions made to a Pension Fund signatory only to Exhibit A of this Reciprocal Agreement shall have such contributions forwarded to his Home Pension Fund:

(a) if during any calendar year such Employee does not earn some Pension Credit under the Pension Fund signatory only to Exhibit A of this Reciprocal Agreement, and

(b) if at the end of any three calendar year period such Employee has not earned a total of at least one year of Pension Credit in a Pension Fund signatory only to Exhibit A of this Reciprocal Agreement such contributions will be sent to his Home Fund.

Section 5. Eligibility for Benefits. An Employee shall be eligible for a Partial Pension if he satisfies all of the following requirements:

(a) He would be eligible for any type of pension under the Plan if his Combined Pension Credit were treated as credit under that Plan; and

(b) He has, under several of the signatory plans, at least one year of Pension Credit since January 1, 1955; and

(c) In the case of an Employee applying for a pension based on disability, he is able to meet the definition of disability in each of the signatory Plans, or in the case of an Employee applying for a pension based on age, he meets the minimum age requirement in each of the signatory Plans which will be paying Partial Pensions; and

(d) At least two Plans will actually be paying a Partial Pension under the terms of this Reciprocal Agreement.

Section 6. Election of Pension. If an Employee is eligible for more than one type of pension or optional form of benefit under the signatory Plans, he shall be entitled to elect the type and form of pension he is to receive from each Plan.

Section 7. Partial Pension Amount. The amount of the Partial Pension payable by each signatory Plan under which an Employee qualifies for a pension shall be the benefit amount he accrued under that Plan during the period he earned Pension Credit under that Plan.

Section 8. Payment of Partial Pensions. The payment of a Partial Pension shall be subject to all of the conditions contained in the signatory Plans applicable to other types of pensions. If a Partial Pension is suspended by one Plan, it may be suspended by other Plan(s). Any Plan suspending a pensioner's benefit shall notify all other affected Plans.

Section 9 Other Benefits. The obligation of each of the Plans signatory to this Agreement is limited to pension benefits, including survivor's pensions after retirement payable as a result of election of a Husband and Wife Pension or guaranteed period payments. This Agreement shall not apply to any pre-retirement death or survivors' benefits. Other benefits provided by any of the Plans after retirement such as lump sum death benefits, level income or lump sum options, health benefits, etc., are not covered by this Agreement. However, nothing in this Agreement shall prohibit any Plan from providing such benefits in accordance with its own rules and regulations.

Section 10. Benefit Increases. After an Employee leaves the jurisdiction of one of the signatory Plans the benefit level in that Plan may be later increased. Benefits from that Plan may be computed at the benefit level in effect at the time the Participant last earned Pension Credit under that Plan, or the level at the time the pension is effective, at the option of each Plan.

Section 11. Application Procedure. The Plan under which an Employee first makes application for benefits shall initiate the processing of a Partial Pension with the other signatory Plans based upon the information supplied by the Employee as to where he worked. Each Plan agrees to provide the other Plans with complete data, certified by an authorized Administrator or Plan employee, in order to process Partial Pensions promptly under this Agreement.

Section 12. Breaks in Service. In applying the rules of each Plan with respect to cancellation of Pension Credit, any Pension Credit earned during a period in which the Employee worked in the jurisdiction of another signatory Plan shall be considered when determining whether there has been a permanent break in service.

EXHIBIT B

ARTICLE – TRANSFER OF CONTRIBUTIONS

Section 1. Purpose. A Pension is provided under this Plan for Employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pension would be less than the full amount because of such division of employment. The provisions of this Article are operative only if both the Pro-Rata and Transfer of Contributions Exhibits of the International Reciprocal Pension Agreement for Carpenters Pension Funds have been adopted by the signatory Funds in whose jurisdiction the Employee works.

Section 2. Cooperating Pension Fund. By resolution duly adopted, the Board of Trustees recognizes all other Pension Funds which have executed the United Brotherhood's Reciprocal Pension Agreement and which have adopted Exhibits A and B thereto, as Cooperating Pension Funds.

Section 3. Home Pension Fund. Each Employee who has employer contributions made on his behalf to one or more of the Cooperating Pension Funds shall have a "Home Pension Fund". The following rules shall be used in determining an Employee's "Home Pension Fund".

(a) If the Employee is a member of a local union, his Home Pension Fund shall be that Cooperating Pension Fund in which such local union participates by virtue of a collective bargaining agreement requiring contributions thereto.

(b) If the Employee is not a member of a local union, his Home Pension Fund shall be that Cooperating Pension Fund to which the bulk of contributions have been made on his behalf in the last three (3) years.

(c) A Cooperating Pension Fund other than one determined under subsection (a) or (b) shall be an Employee's Home Pension Fund if the Employee can establish such Home Fund status to the satisfaction of the Trustees of the two Cooperating Pension Funds.

Section 4. Employee Authorization. If contributions are or will be made on an Employee's behalf to a Cooperating Fund signatory to Exhibit A and B of the United Brotherhood's Reciprocal Pension Agreement he may, provided his Home Fund is also signatory to Exhibits A and B of said Agreement, file a request with the Cooperating Fund that such contributions be transferred to his Home Fund on his behalf. Such request shall be made in writing on a form approved by the respective Funds which is signed and dated by the Employee. Said request form shall release the Boards of Trustees of the respective Funds from any liability or claim by an Employee, or anyone claiming through him, that the transfer of contributions may not work to his best interest. Said completed request form shall be filed by the Employee with the Cooperating Fund within sixty (60) days following the beginning of his employment within the Cooperating Fund's jurisdiction provided however that the Board of Trustees of the Cooperating Fund may, at its discretion, grant an extension of that sixty (60) day period for special circumstances.

If the Employee does not file a timely request form with the Cooperating Fund, he will be treated as electing not to authorize a transfer of contributions and the Pro-Rata Pension provisions of the Cooperating Fund's Plan shall apply to the Employee. By filing a request for transfer of contributions, the Employee agrees that his eligibility for benefits and all other participant rights are governed by the terms of the Home Fund's Pension Plan and not by the terms of the Cooperating Fund's Pension Plan.

Section 5. Transfer of Contributions. Upon receipt of a timely and properly completed request for a transfer of contributions to the Employee's Home Fund, the Cooperating Fund shall collect and transfer to the Employee's Home Fund the contributions required to be made to the Cooperating Fund on the Employee's behalf. Said contributions shall be forwarded to the Employee's Home Fund within ninety (90) calendar days following the calendar month in which the contributions were received. Any undue delay in transferring contributions shall be considered a violation of the United Brotherhood's Reciprocal Pension Agreement and subject to its provisions for arbitration. The contributions so transferred shall be accompanied by such records or reports which are necessary or appropriate. The Cooperating Fund shall transfer the actual dollar amount of contributions received regardless of any difference in the contribution rates between the Funds.

For purposes of this Section, in the event the local union in which an Employee holds or has applied for membership or which first represented such Employee participates in both a Local or District Council Pension Plan and the Carpenters Labor-Management Pension Plan, both Plans shall be considered to be Home Pension

Plans if they have adopted Exhibit A and Exhibit B of this Agreement and contributions shall be transferred to such Plans under a proportionate allocation determined according to the contribution rates then in effect under such Plans. However, in a situation in which only one of such Home Plans has signed both Exhibit A and Exhibit B of this Agreement, the amount forwarded to the local Home Plan which has signed Exhibit B shall be the proportionate share allocated to such Fund taking into consideration the total of the contributions to that Fund and the Fund which is participating only in Exhibit A. The balance of the contributions not forwarded will be covered by the provisions of Exhibit A of this Agreement.

Section 6. Breaks in Service. For the purpose of any break in service rule, any hours worked in the jurisdiction of a Cooperating Pension Fund shall be counted as if they were worked in the jurisdiction of the Home Pension Fund.

Section 7. Payment of Pension. The payment of the pension shall be subject to the provisions of the Home Pension Fund's Plan.

Section 8. Collection of Contributions. The Home Fund shall have no responsibility to take any action to enforce the terms of any collective bargaining agreement, or of any other agreement, requiring contributions to any Cooperating Fund other than the Home Fund. Each Cooperating Fund shall be solely responsible for enforcing the terms of collective bargaining agreements and of other agreements requiring contributions thereto.

Section 9. Change in Home Pension Fund. It is recognized that situations will arise where an Employee will change his Home Pension Fund because of a change in residence, availability of work, or for other reasons. In order to protect such an Employee to the fullest extent possible, while still providing safeguards against possible abuse, the following rules shall apply when an Employee wishes to change his Home Pension Fund:

(a) An Employee must submit a request for a permanent change of Home Pension Fund to both his former Home Pension Fund and to the Pension Fund which he claims to be his new Home Pension Fund.

(b) Such request must be on a form approved by the Trustees of the respective Pension Funds and signed by the Employee.

(c) Such request must state the facts which the Employee claims support his request to change his Home Pension Fund.

(d) No change in Home Pension Fund shall occur unless both Funds agree to the change.

If the Employee's request for a change in Home Fund is granted by both Funds, the change shall be effected on the first day of the month following the agreement by both Pension Funds. No assets shall be transferred from the old Home Fund to the new Home Fund. Rather, the Pro-Rata Pension provisions of this Plan shall govern the Employee's rights under the old Home Fund.

Section 10. Effective Date. This Article, and the payment of pensions hereunder, shall be effective on

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SECOND AMENDMENT TO THE
SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS
PENSION PLAN

Re: Clarification of Earliest Retirement Age and Elimination of Trade Disability

THIS AMENDMENT TO THE SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN ("Amendment") is adopted on this 7th day of June, 2018 by the Board of Trustees of the Southwest Ohio Regional Council of Carpenters Pension Plan ("Board of Trustees").

WHEREAS, the Board of Trustees sponsor and maintain the Southwest Ohio Regional Council of Carpenters Pension Plan, as amended to date (the "Plan"), for the benefit of those employees who are eligible thereunder; and

WHEREAS, the Plan provides that, subject to the provisions thereof, the Board of Trustees may amend the terms of the Plan in any manner;

NOW THEREFORE, effective as of the date set forth above, the Board of Trustees hereby amends the Plan as follows:

1. Effective August 1, 2018, Section 1.15 is hereby restated in its entirety as follows:

Section 1.15 – Early Retirement Date

"Early Retirement Date" means the first day of any month prior to the Normal Retirement date as of which the Participant attains the age of at least 55 years and has completed at least five Years of Vesting Service.

2. Effective August 1, 2018, Section 1.37 is hereby restated in its entirety as follows:

Section 1.37 - Total and Permanent Disability

"Total and Permanent Disability" means that the person has been determined by the Social Security Administration to be totally and permanently disabled and entitled to a disability benefit under the Old Age and Survivors Disability Insurance (OASDI) program.

3. Effective August 1, 2018, Section 1.38 is hereby restated in its entirety as follows:

Section 1.38 - Trade Disability

"Trade Disability" means that based on medical evidence satisfactory to the Board of Trustees a person is unable, as a result of bodily injury or disease, to perform any of the work described in the Collective Bargaining Agreement for the remainder of his or her life. Effective August 1, 2018, the Plan no longer provides for a benefit for Trade Disability.

4. Effective August 1, 2018, Section 3.4 is hereby restated in its entirety as follows:

Section 3.4 - Disability Retirement Benefit

A Participant who has at least five Years of Vesting Service, who is not eligible for a Normal Retirement Benefit, who incurs a Total and Permanent Disability prior to July 1, 2010 and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the sum of the following:

(a) the benefit such person had accrued in the Southwest Ohio District Council of Carpenters Pension Plan-Cincinnati, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998, and

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

A Participant who has at least five Years of Vesting Service, who is not eligible for an Early Retirement Benefit, who incurs a Total and Permanent Disability on or after July 1, 2010 and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the sum of the following:

(a) the benefit such person had accrued in the Southwest Ohio District Council of Carpenters Pension Plan-Cincinnati, in the Southwest Ohio District Council of Carpenters – Dayton Pension Plan, or both, at December 31, 1998, and

(b) $99 per Year of Credited Service through December 31, 2001, $80 per Year of Credited Service through May 31, 2003, and $50 per Year of Credited Service thereafter.

Such sum shall be reduced based on actuarial equivalent reductions from the Participant's Normal Retirement Date.

A Participant who has at least five Years of Vesting Service, who is not eligible for an Early Retirement Benefit, who incurs a Total and Permanent Disability on or after July 1, 2010 and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Total and Permanent Disability is entitled to a Total and Permanent Disability Retirement Benefit equal to the Participant's Early Retirement Benefit determined under Section 3.2.

The Total and Permanent Disability Retirement Benefit shall commence as of the first day of the month coincident with or next following the date the disability occurred, as determined by the Social Security Administration.

However, if a Participant applying for the Total and Permanent Disability Retirement Benefit is also eligible for an Early Retirement Benefit, such person may elect to have the Early Retirement Benefit commence as provided in section 3.3. In such event, if the Participant is subsequently determined to be eligible for the Total and Permanent Disability Retirement Benefit, his or her future monthly retirement benefit shall be adjusted to reflect the amount of the Total and Permanent Disability Retirement Benefit, and a lump sum payment equal to the product of (a) the difference between the monthly amount of the Total and Permanent Disability Retirement Benefit and the Early Retirement Benefit and (b) the number of months for which the Early Retirement Benefit was paid, shall be paid to such person.

5. Effective August 1, 2018, Section 3.5 is hereby restated in its entirety as follows:

Section 3.5 - Determination of Eligibility for Disability Retirement Benefit

A determination by the Social Security Administration that the applicant is totally and permanently disabled and entitled to a disability benefit under the Old Age and Survivors Disability Insurance (OASDI) program shall constitute Total and Permanent Disability under the Plan. The Board of Trustees may periodically require that the applicant submit to a certification that the applicant's award under the OASDI program continues as the Board of Trustees may direct. Failure to so submit or provide shall be a basis for suspension or termination of such benefit.

Upon the attainment of age 62, a Participant receiving the Disability Retirement Benefit shall not be required to submit continuing proof of disability.

6. Effective August 1, 2018, Section 3.6 is hereby restated in its entirety as follows:

Section 3.6 - Cessation of Disability Retirement Benefit

Any Participant receiving the Disability Retirement Benefit who subsequently ceases to be totally and permanently disabled may apply for an Early Retirement Benefit (provided such person is eligible therefore), in which case the Early Retirement Benefit shall become payable for the month immediately following the month in which the Disability Retirement Benefit terminates.

Furthermore, the Disability Retirement Benefit shall cease with the payment due for the month immediately preceding the Participant's Normal Retirement Date, as of which he or she shall be deemed eligible for the Normal Retirement Benefit.

In all other respects, the provisions of the Plan shall remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment has been executed by the undersigned authorized representative as of this 7th day of June, 2018.

BOARD OF TRUSTEES OF THE SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN

[redacted]

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 37.3

The most recent Summary Plan Description, dated January 1, 2017, and a copy of the Notice of Adjustable Benefits Reduction/Summary of Material Modifications dated June 29, 2018.

SUMMARY PLAN DESCRIPTION
SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS
PENSION PLAN

As of January 1, 2017

TABLE OF CONTENTS

SUMMARY PLAN DESCRIPTION
FOR THE
SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS
PENSION PLAN

January, 2017

To Participants and Beneficiaries of the Southwest Ohio Regional Council of Carpenters Pension Plan:

We are pleased to present this summary of the main provisions of the Southwest Ohio Regional Council of Carpenters Pension Plan. This Plan is the successor to the Southwest Ohio District Council of Carpenters - Cincinnati Pension Plan and the Southwest Ohio District Council of Carpenters - Dayton Pension Plan, which were merged effective January 1, 1999.

The booklet summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible, and the procedures that must be followed when applying for a benefit. Also included is important information concerning your rights as a participant or beneficiary.

The Board of Trustees has discretionary authority to determine eligibility for benefits and to interpret the provisions of the Plan. Benefits under the Plan will be paid only if the Board of Trustees decides, in its discretion, that the applicant is entitled to them. Any interpretation or determination made by the Board of Trustees pursuant to this discretionary authority will be final and binding on all parties unless it is determined by a court that the interpretation or determination was arbitrary and capricious.

The Board of Trustees also has the authority to amend the Plan. You will be notified of any important changes.

This is your booklet describing your Plan. Make sure you read it from cover to cover. Then put it in a safe place for future reference. If at any time you have questions about your Plan, you should call or write the Plan Administrator for assistance.

Note - This booklet is a summary of the Plan. If there is any discrepancy between the provisions of the summary and the Plan itself, the Plan will control.

BOARD OF TRUSTEES
SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS
PENSION PLAN

PLAN INFORMATION

Name of Plan:

Southwest Ohio Regional Council of Carpenters Pension Plan

Type of Plan:

Defined Benefit Plan

Identification Number of Plan Sponsor:

31-6127287

Plan Number:

001

Plan Year:

January 1 - December 31

Plan Sponsor and Administrator:

Board of Trustees
Southwest Ohio Regional Council of Carpenters Pension Plan
c/o BeneSys, Inc.
P.O. Box 31580
Independence, OH 44131

Phone: (330) 779-8862
(800) 435-2388

Type of Administration:

The Plan is administered pursuant to a contract between the Board of Trustees and BeneSys, Inc.

BeneSys, Inc.
700 Tower Drive, Suite 300
Troy, MI 48090

Phone: (330) 779-8862
(800) 435-2388

Trustees:

Management Trustees:	Union Trustees:
Randall Fox Associated General Contractors 115 Linwood Street Dayton, OH 45405	Mark McGriff Indiana/Kentucky/Ohio Regional Council of Carpenters 771 Greenwood Springs Drive Greenwood, IN 46143

Agent for Service of Legal Process:

Service of legal process may be made upon any Plan Trustee or upon the Plan Administrator, at the addresses shown above.

Collective Bargaining Agreement:

The Plan is maintained as a result of collective bargaining between local unions affiliated with the Indiana/Kentucky/Ohio Regional Council of Carpenters and various contributing employers. You may obtain a copy of the collective bargaining agreement by writing the Plan Administrator. (A reasonable charge may be made for copying.) You may also examine a copy of the collective bargaining agreement at the Plan Administrator and at your Union Hall. A copy of the collective bargaining agreement will also be made available at any work site where 50 participants are working, if you give the Plan Administrator at least 10 days' advance written notice.

Contributing Employers:

Upon written request to the Plan Administrator, you will receive information about whether a particular employer or union is contributing to the Plan and, if so, its address.

QUESTIONS AND ANSWERS ABOUT THE SOUTHWEST OHIO

REGIONAL COUNCIL OF CARPENTERS PENSION PLAN

ELIGIBILITY FOR PARTICIPATION:

1. **Who is eligible to participate in the Plan?**

Any person for whom contributions to the Plan are required by the collective bargaining agreement or participation agreement is eligible to participate. Self-employed persons, such as sole proprietors or partners in unincorporated businesses, cannot have contributions made for them. This is prohibited by the Taft-Hartley Act, one of several federal laws that govern the Plan.

2. **When will I become a participant in the Plan?**

You will become a Participant on the first day of the month following the completion of 500 Hours of Service during your Eligibility Computation Period.

The Eligibility Computation Period is the 12-month period that begins on the date you first earn an Hour of Service (An Hour of Service is generally an hour for which you are paid or entitled to payment by your Employer). If you do not become a Participant as a result of your first 12 months after earning a Hour of Service, then your Eligibility Computation Period shall thereafter be the Plan Year (January 1 through December 31) and you will be measured each year on December 31 to see if you satisfied the 500 Hours of Service to become a Participant.

However, no person will become a Participant if, before the time a contribution to the Plan for such person is required, contributions are to be reciprocated.

3. **Do I have to sign anything to join the Plan?**

No.

However, since there are death benefits under the Plan, a beneficiary designation form should be completed. You should receive such a form from the Plan Administrator after you become a Participant. However, if you do not receive this form within six weeks of becoming a Participant, please contact the Plan's Fund Office.

4. **What is Covered Employment?**

Covered Employment is employment for which your Employer is required to contribute to the Plan. Covered Employment is determined by the collective bargaining agreement or participation agreement.

5. **What is an Hour of Service?**

An Hour of Service is generally an hour for which you are paid or entitled to payment by your Employer.

CREDITED SERVICE:

1. **What is Credited Service?**

Credited Service is used to determine the amount of the benefit you will receive under the Plan.

Years of Credited Service are determined as follows:

1. The number of years earned as of December 31, 1998, under the Southwest Ohio District Council of Carpenters - Cincinnati Pension Plan or the Southwest Ohio District Council of Carpenters-Dayton Pension Plan (as the case may be) for benefit accrual purposes, and

2. After December 31, 1998, you will be credited with one (1) Year of Credited Service for each Plan Year during which Employer contributions are required for 1,500 hours of work in Covered Employment at the base journeyman's contribution rate, with partial credit being granted as follows:

   If Employer contributions are required for more or less than 1,500 hours of work during a Plan Year at the base journeyman's rate, the Credited Service for that Plan Year is a fraction. The numerator is the number of hours for which Employer contributions at the base journeyman's rate are required and the denominator is 1,500. Note that if more than 1500 hours are credited, Credited Service for the year will be more than one (1).

   Also, if Employer contributions are required during a Plan Year at a contribution rate other than the base journeyman's rate, the Credited Service for that Plan Year will be earned on a pro-rata basis, based on the ratio of the required hourly contribution rate to the base journeyman's rate.

   In all cases, however, no periods of self-employment will be taken into account when determining Years of Credited Service, and Years of Credited Service before a Forfeiture of Service (as described on Page 7) are disregarded.

   Finally, no Years of Credited Service will be granted for periods of work that are not considered Covered Employment.

VESTING:

1. **What does it mean to be vested in my pension benefit?**

To be vested means that you have a non-forfeitable right to a future benefit. That is, even if you leave Covered Employment, you would still be eligible for a pension benefit when you reach retirement age.

2. **How do I become vested?**

You will be vested when you have earned five (5) Years of Vesting Service, or when you have reached Normal Retirement Age while an active participant in the Plan. Generally speaking, to be an active participant, you must have earned an Hour of Service and had contributions made on your behalf during the preceding 12 months. However, service before a Forfeiture of Service (as described on Page 7) is disregarded.

3. **What is a Year of Vesting Service?**

A **Year of Vesting Service** means:

1. Before January 1, 1999, a Year of Vesting Service as defined under the Southwest Ohio District Council of Carpenters – Cincinnati Pension Plan or the Southwest Ohio District Council of Carpenters – Dayton Pension Plan (as the case may be).

2. After December 31, 1998, each Plan Year during which you complete at least 1,000 Hours of Service in Covered Employment or in Contiguous Non-Covered Employment (as described on Page 8), with partial credit granted at the rate of one-tenth of a Year of Vesting Service for each 100 Hours of Service as set forth below:

Hours of Service in Covered Employment and/or in Contiguous Non-Covered Employment During a Plan Year	Years of Vesting Service
900-999	.9
800-899	.8
700-799	.7
600-699	.6
500-599	.5
400-499	.4
300-399	.3
200-299	.2
100-199	.1
Less than 100	-0-

No Vesting Service will be earned if fewer than 100 Hours of Service are earned in a Plan Year. Also, no more than one (1) Year of Vesting Service can be earned during a Plan Year.

RECIPROCITY:

1. **What if I work for a contributing employer outside the jurisdiction of this Plan?**

If you work outside the jurisdiction of your Local Union, it may be possible to have that service count toward your pension. This will be possible if a reciprocity agreement exists between this Plan and the plan of the other Local Union where you work. However, even if there is a reciprocity agreement, you must make a proper application to initiate the transfer. You should make this request as soon as possible because often contributions are transferred prospectively only from the date the application form is received. Contributions made to the other plan for you before your application is received may not be transferred back to this Plan.

2. **How do I know if a reciprocity agreement is in effect between the Southwest Ohio Regional Council of Carpenters Pension Plan and the plan of the Local Union in the area where I am working?**

As soon as you know that you will be working in another jurisdiction, please check with the Plan Administrator to determine if a reciprocity agreement exists; and, if it does, whether the other jurisdiction will provide you with the proper forms to complete. Do not wait until the job in the other area is finished before you apply. As noted, many reciprocity agreements have deadlines for transferring contributions, and *if you wait too long to apply, contributions may not be transferred.*

LOSS OF PENSION BENEFITS:

1. **Is it possible for me to ever lose my Credited Service and my Vesting Service?**

Yes. If you leave Covered Employment before becoming fully vested, and if you do not return to work under the Plan within the time specified below, you will lose your Vesting Service, your Credited Service and all pension benefits earned. If you work no hours in a Plan Year, you have a One-Year Break in Service. When you have a One-Year Break in Service, you will no longer be a Participant. (If you have earned at least five (5) Years of Vesting Service, you will be considered a Deferred Vested Participant.)

If you leave the Plan and are not vested, you can regain your prior Years of Vesting Service by returning to work under the Plan during any of the next five consecutive Plan Years. If you do not, you will have a **Forfeiture of Service**. This means that all of your Years of Vesting Service, Years of Credited Service and pension benefits earned are permanently lost. However, you will not lose your Years of Vesting Service, Years of Credited Service and pension benefits you have earned if:

1. **You are in the military service.** A grace period will be granted for the length of such service, provided that you make yourself available for Covered Employment within the time period required by law following your separation from military service. Upon re-entering Covered Employment you will also be credited with contributions, service and benefits for

the period of time you were in the military according to IRS regulations. If you feel you should be credited for time spent in the military, please contact the Plan Administrator. See Page 25 for more information about absence due to military service.

2. **You remain employed by your Employer**, but in a category of work not considered Covered Employment. For example, suppose you are moved by your Employer (who has been contributing to the Plan on your behalf) to a position not covered by the collective bargaining agreement. The law requires that all service in this new position be counted for purposes of determining whether or not you are vested. This service must be uninterrupted and must be with the same Employer. (This is known as "Contiguous Non-Covered Employment.") If you have such a switch in employment before you become vested, please notify the Plan Administrator so that your records can be updated to ensure that you will not lose any benefits to which you might be entitled.

Example 1: You have three Years of Vesting Service, leave the Plan, and come back after having four consecutive One-Year Breaks in Service. Since you returned before having five consecutive One-Year Breaks in Service, you will regain your service credits and earned pension.

Example 2: You leave the Plan after having completed four Years of Vesting Service. You then have five consecutive Plan Years within which to return and regain your past credits. Suppose, however, that you do not return until six years later. That is, you have six One-Year Breaks in Service. This means you have a Forfeiture of Service, and all of your prior service and benefits are permanently lost. You would start out again as a new employee with zero benefits, zero Years of Credited Service and zero Years of Vesting Service. You would also be required to satisfy the 500-hour initial eligibility rule described on Page 4 before you would be a participant.

RETIREMENT BENEFITS:

1. When can I retire under the Plan?

The Plan provides for both Normal and Early Retirement. In each case your eligibility to retire is based upon your age and service under the Plan.

Your Normal Retirement Age is the later of age 62 or the age on which you reach the fifth anniversary of the day on which you first became a Plan participant. (Service before a Forfeiture of Service, as described on Page 7 is disregarded when determining your fifth anniversary.)

You are eligible for Early Retirement if you are at least age 55 and have at least five (5) Years of Vesting Service. (Service before a Forfeiture of Service is disregarded.)

When you retire and want your benefits to begin, you must make a written application to the Trustees through the Plan Administrator. ***Benefit payments will not start until the first day of the month following the date on which the full and complete application is filed with the Plan Administrator.*** However, whether or not an application has been filed, Federal law requires that retirement benefits begin not later than the April 1st following the year in which you reach age 70½ or retire, whichever is later.

2. **If I retire on my Normal Retirement Age, how much will my benefit be?**

Your pension will be equal to the benefit earned under the Cincinnati or Dayton Plans as of December 31, 1998, plus the benefit earned under this Plan from January 1, 1999 until you retire. Since the formulas under the Cincinnati and Dayton Plans were improved over the years, it is impossible to use a single factor to determine your monthly pension. However, in the past you have received an annual statement showing your accumulated benefit at the end of each Plan Year. You will also continue to receive a benefit statement each year under the current Plan.

To obtain an estimate of your retirement benefit, you can add to the benefit shown on your most recent statement your anticipated benefit for future years until you retire. To assist you in estimating the benefit you will earn for future years, we have included the following table. The table shows the amount of monthly pension credit that will be earned during one Plan Year, based upon the current formula of $50.00 (effective June 1, 2003) per Year of Credited Service. Hours worked above or below 1500 in a Plan Year result in more or less of a Credit earned during the Plan Year.

Hours Worked in Plan Year at Base Journeyman's Contribution rate	Credit Earned for the Plan Year
2,000	$ 66.67
1,750	58.33
1,500	50.00
1,250	41.67
1,000	33.33
750	25.00
500	16.67
250	8.33

In addition, benefits for all active participants were increased on December 31, 1999 and again on December 31, 2000 by 3% as of those dates. These increases also apply to benefits earned under the former Cincinnati and Dayton Plans, as well as any benefit earned during 1999 and 2000, respectively, under the Plan.

Note, the previous accrual amounts included $99.00 per Year of Credited Service effective through December 31, 2001, and $80.00 per year of Credited Service effective through May 31, 2003.

The following is an example of how to estimate your normal retirement pension under the Plan:

EXAMPLE: You are 55 years old and have 20 years of Credited Service. As of the last December 31, you have an earned pension of $2,000.00 per month. If you work 1,500 hours each Plan Year from age 55 to age 62 at the base journeyman's contribution rate, you will then be entitled to a normal retirement benefit of $2,350.00 per month, determined as follows:

Earned Benefit to age 55	$2,000.00
plus	
Earned Benefit for Service from age 55 to age 62 [7 years @ $50.00 per Plan Year]	350.00
Total	$2,350.00

3. **Do I have to retire at my Normal Retirement Age?**

No.

4. **What will my benefit be if I continue to work past my Normal Retirement Age?**

Your pension will continue to increase as contributions are made to the Plan on your behalf. However, your monthly pension may be suspended under the Plan's suspension rules until you actually retire. This suspension will be determined in the same manner as for a member who retires and then returns to work. (See Page 11, Question Number 1.)

5. **What will my benefit be if I retire before my Normal Retirement Age?**

For retirements with a benefit commencement date on or after January 1, 2013, your benefit will be subject to an actuarial reduction if you commence receipt of benefits prior to your Normal Retirement Age. This means that your monthly benefit will be reduced to account for the extra time you will receive payments. The amount of the reduction will depend on the number of months that your actual retirement date precedes your Normal Retirement Date (at age 62). A sample chart illustrating actuarial reduction factors is attached as Appendix A at the end of this Summary Plan Description.

<u>EXAMPLE:</u> You are now age 57 and have 15 Years of Credited Service. Your Normal Retirement Age is 62 but you wish to retire early at age 57. Assume that your earned monthly pension is $1,800.00. Your monthly early retirement pension at age 57 will be $1,084.36, computed as follows:

Earned Pension at Age 57, 0 months	$1,800.00
Multiplied by:	
Actuarial reduction of 0.602424 (60.24%) for Early Retirement Date at 57 years and 0 months:	0.602424
Total Monthly Early Retirement Pension	$1,084.36

6. **Is there a maximum benefit under the Plan?**

Federal tax laws require the Plan to limit the annual benefit paid to participants and surviving spouses. If your benefit or that of your surviving spouse would exceed the amount that federal tax laws allow to be paid, the benefit will be reduced to comply with the law.

The Plan Administrator will inform you if your benefit will be affected by this restriction.

7. **What about Social Security benefits?**

Your Social Security benefits are separate and apart from your benefits under this Plan. The amount of your Social Security benefits do not have any impact on the amount of your Plan benefits.

8. **Do I pay taxes on my pension?**

Your pension payments are taxable income. However, it is recommended that you review any questions you might have in this regard with a competent tax advisor.

SUSPENSION OF BENEFITS RULES:

1. **What happens if I retire and then go back to work?**

If you withdraw from retirement by working in Disqualifying Employment, your benefits will be suspended. The definition of Disqualifying Employment and the way benefits are suspended is different, depending on your age when you go back to work – either after Normal Retirement Age or before Normal Retirement Age.

In addition, the applicable suspension of benefits rules may depend on the date of your retirement.

We have included a summary flow chart as Appendix B at the end of this booklet illustrating the suspension of benefits rules.

AFTER NORMAL RETIREMENT AGE:
A member who, after reaching Normal Retirement Age, works 480 Hours of Service in Disqualifying Employment during a Plan Year, will have his or her benefits suspended for every subsequent month in that Plan Year in which he or she works 40 or more hours. Pension benefits will be adjusted at the end of the Plan Year in which re-employment was terminated to include the adjusted age of the Participant and any additional employer contributions.

Disqualifying Employment for Normal Retirement Age means employment or self-employment (including supervision):

1. in the building and construction industry and any other industry covered by the Plan when your monthly benefits began,

2. in the geographic area covered by the Plan as defined in the current collective bargaining agreement, including any other areas covered by the Plan when your monthly benefits began and,

3. in any occupation covered by the Plan when your monthly benefits began.

BEFORE NORMAL RETIREMENT AGE:

If you retired and your benefits payments commenced before April 30, 2010:

A member who has retired before Normal Retirement Age and who completes any Hours of Service in Disqualifying Employment, as explained in A below, will have his or her benefits suspended according to the guidelines set forth in B, below.

A. Disqualifying Employment Before Normal Retirement Age means employment or self-employment (including supervision):

1. In an industry covered by the Plan when your monthly benefits began,

2. (a) for service credits earned BEFORE July 1, 2005, in the geographic area covered by the Plan when your monthly benefits began and,

   (b) for service credits earned AFTER June 30, 2005, ANYWHERE in the construction industry, regardless of location. (Please see example, below.)

B. Benefits will be suspended according to the following for work Before Normal Retirement Age:

1. For service credits earned before July 1, 2005, for any member who works 480 Hours of Service in Disqualifying Employment during a Plan Year, benefits will be suspended for each remaining month in a Plan Year during which the member completes at least one (1) Hour of Service in Disqualifying Employment prior to his or her Normal Retirement Age. Pension benefits will be adjusted at the end of the Plan Year in which re-employment was terminated to include the adjusted age of the Participant and any additional employer contributions.

2. For service credits earned after June 30, 2005, benefits will be suspended until the Plan's Normal Retirement Age. These benefits will be adjusted at your Normal Retirement Age to include the adjusted age of the Participant and any additional employer contributions.

EXAMPLE: Depending upon when you retire, your early retirement benefit may be subject to two different suspension rules – one rule that applies to those benefits you earned through June 30, 2005, and another rule that applies to those benefits you earned after June 30, 2005.

For example, assume you take early retirement in 2009 with a monthly benefit of $2,500. Of that amount, $2,250 is subject to the suspension rule that was in effect through June 30, 2005, and the remaining $250 is subject to the more restrictive suspension rule that took effect July 1, 2005. Assume you then return to work in the construction industry in California. Because work in the construction industry in California was not Disqualifying Employment under the early retirement benefit suspension rule in effect through June 30, 2005, you would continue to receive a monthly benefit of $2,250. However, the $250 monthly benefit that was earned after June 30, 2005 would be suspended. This is because the early retirement suspension rule that applies to service credits earned after June 30, 2005 does not allow you to work **anywhere** in the construction industry. The $250 benefit will remain suspended until your Normal Retirement Age, even if you stop working in the construction industry before that time. If you return to work in the construction industry in the geographic jurisdiction of the Collective Bargaining Agreement, your entire monthly benefit of $2,500 would be subject to both of the Plan's suspension rules (through $2,250 would only be suspended after you worked 480 Hours of Service in Disqualifying Employment in that Plan Year.)

If you retired and your benefits commenced on or after April 30, 2010:

A member who has retired before Normal Retirement Age and who completes any Hours of Service in Disqualifying Employment shall have his or her benefits suspended until Normal Retirement Age.

Disqualifying Employment Before Normal Retirement Age means employment or self-employment (including supervision) in an industry covered by the Plan when your monthly benefits began, regardless of location.

2. What should I do if I decide to return to work after I retire?

Before you start any work, you may ask for a determination whether such work will be considered "Disqualifying Employment." You should submit the request to the Plan Administrator.

You must notify the Board of Trustees in writing of any employment (including self-employment) or gainful pursuit within 15 days after the end of the month in which you have any earnings from Disqualifying Employment. If you do not follow this rule and the Trustees learn that you have been engaged in any employment (including self-employment) or gainful pursuit that is Disqualifying Employment, regardless of the amount you earned, your pension benefit will be suspended. The Board of Trustees also has the right to request from you reasonable information to verify your employment and to ask you to certify that you are not working or that you are not doing the type of work which can result in a suspension of your pension benefit. The Board of Trustees has the right to withhold your pension benefit until you provide the requested information.

If you are receiving benefits from the Plan and the Board of Trustees learns that you are doing the type of work which can result in a suspension of your pension benefit, and if you have not notified the Board of Trustees (as required by the previous paragraph), the Board of Trustees can assume that (1) you have worked the number of hours during a month which can result in a suspension of your benefit, and (2) you have been working at the job site as long as your employer had been working there. The Board of Trustees can then suspend your pension benefit accordingly. It will then be your responsibility to prove that these assumptions were incorrect.

Special Suspension Rule for "Rule of 80" retirements: The Rule of 80 was not intended to allow an individual to draw a monthly benefit while continuing to work in the trade. Therefore, a more restrictive suspension rule applies to any member who retires from active service under the Rule of 80 provisions. That rule provides that if, after retiring under the Rule of 80 benefit, you return to work in the trade, either as a covered employee under this Plan or not, and you do not notify the Plan Administrator, as described above, **your right to receive Early Retirement Benefits, including the Rule of 80 benefit, will be permanently lost**. That is, if you are found to be working in the trade, your benefits will be suspended in accordance with the provisions previously discussed above, but when you again desire to retire, you will not be able to do so under the Early Retirement provisions of the Plan. You will retain your vested right to the benefit you have earned under the Plan, but this benefit will not be payable until your Normal Retirement Age.

For purposes of the Rule of 80 benefit, you "retire from active service" if you had at least 1,000 hours of contributions to the Plan for work in Covered Employment during the 24-month period immediately preceding your Early Retirement.

3. **What must I do to start my monthly pension again after I stop working?**

Once pension benefits have been suspended, you must notify the Board of Trustees in writing that your Disqualifying Employment has ended and when your pension benefit should again start. To do this, you should either write to the Board of Trustees or file another benefit application form with the Plan Administrator.

4. **What will happen if I receive pension benefits for a month in which they should have been suspended?**

If you receive benefit payments during a month in which they should have been suspended, the excess payments will be recovered by using the offset rule. Under the offset rule, when you are again eligible for benefit payments, the Trustees will withhold your benefits until the excess payments have been fully recovered. However, if the offset rule applies after your Normal Retirement Age, the Trustees may withhold your benefits for up to three (3) months. If this is not long enough to recover the overpayments in full, your future monthly benefits will be reduced by 25 percent until the excess payments have been fully recovered.

5. **How can I find out more about the suspension of benefits rules?**

If you have any questions regarding the suspension of benefits rules, or if you would like to know in advance whether the type of work you propose to do will cause a suspension of your pension benefit, contact the Plan Administrator.

If you ask for a determination on the application of the suspension rules or if your pension payments are suspended, you will receive a written notice from the Plan Administrator.

If you disagree with any actions taken by the Trustees in suspending benefits, you can file an appeal with the Plan Administrator. Page 26 of this Summary Plan Description tells you how to file an appeal.

FORM OF PENSION PAYMENTS:

1. **In what form will my retirement pension be paid?**

The Plan allows you to choose from several options for the form of your monthly pension if you elect Normal or Early Retirement. (Payment of benefits for a Disability Retirement is explained under the Section on Disability beginning on Page 19).

If you are not married on your benefit commencement date, your retirement benefit will be paid as a **Single Life Annuity.** Under this form of payment, you will receive a monthly benefit payable for your lifetime. NO further monthly benefits will be payable to your beneficiaries or to your estate after your death. This is the standard form of payment under the Plan for unmarried participants. It is an optional form of payment for married participants.

If you are married when your retirement pension begins, you will receive your pension in the form of a **Joint and 100% Survivor Annuity**, unless you elect otherwise with your spouse's written consent. This form of payment provides you with a reduced retirement pension during your lifetime and survivor benefits for your spouse. Under this form of benefit, if you predecease your spouse, the Plan will continue to pay100% of your monthly pension benefits to your spouse for the remainder of his or her lifetime. The benefit is reduced from the amount payable under a Single Life Annuity because it is payable over the lifetimes of both you and your spouse. This is the standard form of payment if you are married when your retirement pension begins, unless you elect otherwise with your spouse's written consent.

Under the Joint and Survivor Annuity options, the spouse who receives the survivor portion must be the person to whom you were married when benefit payments to you began. If you divorce after retiring and subsequently remarry, your ex-spouse will remain entitled to your survivor annuity payments, and your new spouse will NOT receive benefits if you predecease him or her.

2. **What other forms of payment are offered under the Plan?**

In addition to the two options discussed in Question 1, there are three other forms that your monthly pension can take. You must select your option before your benefits are to begin. If you prefer any of these options, you must obtain your spouse's written consent on forms furnished by the Plan Administrator, and these forms must be filed with the Plan Administrator before your retirement pension is to begin. This election can be made at any time in the 90 days before your pension begins.

Before your benefits begin, you can cancel any election you have made by filing the appropriate forms provided by the Plan Administrator. Any optional form of payment will be canceled automatically if you die before the date your pension is to begin, or if you have elected one of the Joint and Survivor Annuity options, your spouse dies before the date your pension is to begin. ***You will not be allowed to change your form of payment after you start to receive benefits.***

The other options are:

1. **Joint and 75% Survivor Annuity:** This form of payment is similar to the 100% Survivor annuity, except that upon your death, if your spouse is still living, 75% of your monthly pension continues to him or her.

2. **Joint and 50% Survivor Annuity:** This form of payment is again similar to the 100% Survivor annuity, except that upon your death, if your spouse is still living, 50% of your monthly pension continues to him or her.

3. **Single Life Annuity with a 10 Year Certain Payment:** This is a monthly pension payable for your lifetime, but if you die before receiving at least payments for 10 years (120 monthly payments), the remaining payments will be made to your designated beneficiary.

Again, under the Joint and Survivor options for payment, the survivorship benefit is only payable to the spouse you were married to when your benefit payments originally began. A subsequent spouse would not be eligible for these benefits.

When you are thinking of retiring, you may contact the Plan Administrator for information about the reduced amounts of benefits payable under each of the optional forms of payment.

3. **If I elect to receive my benefit in the form of a Joint and Survivor Annuity, how will my monthly pension be calculated?**

Since the Joint and Survivor Benefit(s) are paid over two lifetimes instead of one, the monthly amount payable is reduced from the Single Life Annuity. To show you how your pension would be calculated if you were to receive it in the form of a Joint and Survivor Annuity, the following tables list the factors that would be used to convert your Single Life Annuity to a Joint and Survivor Annuity. To use the tables, find your age and the age of your spouse as of the date of your retirement. The corresponding entry is the factor to be applied to the pension you would receive under the Single Life Annuity form of payment.

Age of Spouse	*Percentage Payable Under Joint and 100% Survivor Annuity*			
	Age of Retiree			
	62	60	58	55
62	84.09%	86.38%	88.39%	90.95%
58	81.27%	83.79%	86.05%	88.96%
55	79.23%	81.89%	84.30%	87.45%
52	77.31%	80.08%	82.60%	85.95%
48	74.96%	77.82%	80.47%	84.02%

Age of Spouse	*Percentage Payable Under Joint and 75% Survivor Annuity* Age of Retiree			
	62	60	58	55
62	87.57%	89.42%	91.03%	93.05%
58	85.26%	87.33%	89.16%	91.49%
55	83.57%	85.77%	87.74%	90.28%
52	81.96%	84.27%	86.36%	89.08%
48	79.97%	82.39%	84.60%	87.52%

Age of Spouse	*Percentage Payable Under Joint and 50% Survivor Annuity* Age of Retiree			
	62	60	58	55
62	91.36%	92.69%	93.84%	95.29%
58	89.67%	91.18%	92.50%	94.16%
55	88.41%	90.04%	91.48%	93.30%
52	87.20%	88.94%	90.47%	92.44%
48	85.69%	87.53%	89.18%	91.32%

EXAMPLE 1: *Joint and 100% Survivor Annuity:* Assume you retire at age 58 and have a wife age 58. You decide to receive your pension in the form of a Joint and 100% Survivor Annuity. Assume further that the Single Life Annuity payable at your Early Retirement Age is $2,500.00. This amount will be reduced to reflect the increased cost of providing your benefit in the form of a Joint and 100% Survivor Annuity. According to the table, your benefit would be equal to $2,151.25 (.8605 x $2,500.00).

Assume you live for eight years after your retirement. While you are alive you will receive your reduced monthly pension of $2,151.25. At the time of your death, your surviving spouse will start receiving a monthly income equal to the pension you were receiving, or $2,151.25 for the remainder of her lifetime. Under all Joint and Survivor Annuity options, the spouse who receives the survivor portion must be the person to whom you were married when your benefit payments began, not a subsequent spouse.

EXAMPLE 2: *Joint and 75% Survivor Annuity:* Assume you retire at age 62 and have a wife age 58. You decide to receive your pension in the form of a Joint and 75% Survivor Annuity. Assume further that the Single Life Annuity payable at your Normal Retirement Age is $3,000.00. This amount will be reduced to reflect the increased cost of providing your benefit in the form of a Joint and 75% Survivor Annuity. According to the table, your benefit would be equal to $2,557.80 (.8526 x $3,000.00).

Assume you live for eight years after your retirement. While you are alive you will receive your reduced monthly pension of $2,557.80. At the time of your death, your surviving spouse will start receiving a monthly income equal to 75% of the pension you were receiving, or $1,918.35 for the remainder of her lifetime. Under all Joint and Survivor Annuity options, the spouse who receives the survivor portion must be the person to whom you were married when your benefit payments began, not a subsequent spouse.

EXAMPLE 3: *Joint and 50% Survivor Annuity:* Assume you retire at age 55 and have a husband age 58. You decide to receive your pension in the form of a Joint and 50% Survivor Annuity. Assume further that the Single Life Annuity payable at your Early Retirement Age is $900.00. This amount will be reduced to reflect the increased cost of providing your benefit in the form of a Joint and 50% Survivor Annuity. According to the table, your benefit would be equal to $847.44 (.9416 x $900.00).

Assume you live for five years after your retirement. While you are alive you will receive your reduced monthly pension of $847.44. At the time of your death, your surviving spouse will start receiving a monthly income equal to 50% of the pension you were receiving, or $423.72 for the remainder of his lifetime. Again, under all of the Joint and Survivor Annuity options, the spouse who receives the survivor portion must be the person to whom you were married when your benefit payments began, not a subsequent spouse.

4. **How is the Single Life Annuity with a 10 Year Certain Payment calculated?**

Since the payments in this option are guaranteed for 10 years (120 payments) and will *not stop* if you die during that time, the monthly amount payable is reduced. To show you how your pension would be calculated if you were to receive it in the form of a Single Life Annuity with a 10 Year Certain Payment, the following table lists the factors that would be used to convert your Single Life Annuity to a Single Life Annuity with a 10 Year Certain Payment. To use this table, find your age as of the date of your retirement. The corresponding entry is the factor to be applied to the pension you would receive under the Single Life Annuity form of payment.

Age	*Single Life Annuity* with a 10 Year Certain Payment
62	93.40%
60	94.62%
58	95.61%
55	96.77%

EXAMPLE: Assume you retire at your Normal Retirement Age (Age 62). You decide to receive your pension in the form of a Single Life Annuity with a 10 Year Certain Payment. Assume further that the Single Life Annuity payable at your Normal Retirement Age is $2,000.00. This amount will be reduced to reflect the increased cost of providing your benefit in the form of a Single Life Annuity with a 10 Year Certain Payment. According to the table, your benefit would be equal to $1,868.00 (.9340 x 2,000.00).

While you are alive you will receive your reduced monthly pension of $1,868.00. Assume, however, that you live for eight years after your retirement and have received 96 payments. At the time of your death, your beneficiary will start receiving a monthly income equal to the pension you were receiving ($1,868.00) for two more years (24 monthly payments). After those 24 monthly payments have been made, no further benefits will be paid.

5. **Can I receive my pension benefits in a lump sum distribution?**

Generally, no. However, when you apply for benefits, if the present value of your pension benefit (as determined by the Plan's actuary) is not more than $5,000, you will receive your benefit in a single lump sum payment. The annuity form of payment is not available.

If you receive your benefit in a lump sum and subsequently become a participant in the Plan again, you can repay the amount you received, plus interest at the rate determined by the Internal Revenue Service, and your benefit in the Plan will be restored. The repayment must be made within five (5) years after you again become a participant or before you have five (5) consecutive One-Year Breaks In Service after the distribution, whichever date comes first. If you do not make this repayment, any future benefit to which you are entitled will not include the value of the benefit that was represented by your lump sum payment. If you return to Covered Employment, you should contact the Plan Administrator immediately if you want to repay any previous lump sum payment of your benefit. (These repayment rules do not apply to a lump sum disability benefit you may have received. If you become a participant in the Plan after you have received a lump sum disability benefit, the value of the benefit that was represented by your lump sum disability payment will automatically be included in any future benefit to which you are entitled.)

TOTAL AND PERMANENT DISABILITY RETIREMENT:

1. **Are there any benefits payable if I become totally and permanently disabled?**

Yes. The Plan provides a benefit for Total and Permanent Disability. To be eligible for this benefit you must have become totally and permanently disabled while an active participant. For purposes of this Disability Benefit only, you are an active participant if contributions were made to the Plan on your behalf within the 12 month period before the date of your total and permanent disability.

2. **What is meant by "Total and Permanent Disability?"**

Total and Permanent Disability means a medically-determinable physical or mental impairment that makes you <u>unable to engage in any gainful employment for the rest of your life</u>.

You will be considered totally and permanently disabled if you have received:

1. A determination of Total and Permanent Disability from the Social Security Administration; or,

2. A medical certification satisfactory to the Trustees that you are unable to engage in any gainful employment for the rest of your life.

3. **If I am eligible for Total and Permanent Disability, what will be the amount of my benefit?**

Your Total and Permanent disability was incurred on or after July 1, 2010 and you were an active participant when your disability was incurred and you have at least five (5) Years of Vesting Service, you will be entitled to receive a monthly pension equal to your benefit at the time you become totally and permanently disabled that is actuarially reduced to account for the number of months that your disability retirement date precedes your Normal Retirement Date.

4. **How do I apply for a Total and Permanent Disability Retirement benefit?**

You must complete an application for a Total and Permanent Disability Benefit as soon as you believe you are disabled. You will also have to provide your birth certificate. The Plan Administrator will also need proof of your disability, in the form of either a determination of disability from Social Security or from a physician (if you have not received a disability determination from Social Security).

5. **When will my Total and Permanent Disability pension start?**

For a Total and Permanent Disability, the starting date of your monthly pension is determined as follows:

1. If you have a Social Security Disability award, your benefit will start as of the first day of the month coincident with or next following the date of your disability, as established by the Social Security Administration.

2. If you do not have a Social Security Disability award, but the Board of Trustees determines that you are entitled to a Total and Permanent Disability Benefit, your benefit will begin as of the first day of the month coincident with or next following the later of (1) the receipt by the Board of Trustees of an application for the Total and Permanent Disability Benefit, or (2) the date you incurred the Total and Permanent Disability, based on a determination by the Board of Trustees.

6. **Can I start receiving Early Retirement Benefits while waiting for a disability award?**

Yes. If you apply for a Total and Permanent Disability Benefit, but you have not yet received your Social Security Disability award, and if you are eligible for Early Retirement from the Plan you may elect Early Retirement, and when you receive your Disability award from Social Security, your Disability benefit from the Plan will start (retroactive to the date of your disability). An adjustment will be made to reflect any Early Retirement benefits you received.

7. **What happens if I recover from my Total and Permanent Disability?**

Total and Permanent Disability benefits are payable only as long as you remain totally and permanently disabled. If you have recovered sufficiently to return to any type of work, your monthly disability benefit will be stopped.

However, under Social Security you are permitted to work on a limited basis to determine if recovery from your disability is possible. The Plan also allows for similar employment, but you will not be entitled to a monthly disability payment for any month during which you work more than 40 hours. If you do return to work (even on a limited basis), you must notify the Plan Administrator in writing within 15 days of returning to work. If such notification is not made, your disability benefits will be suspended for 12 months beyond the duration of such employment. The Trustees have the right to request that you provide information about your earnings and work while you are receiving a disability benefit, and to suspend your benefit until you provide this information. This includes work both in and out of the carpentry trade.

If you recover from your disability and return to Covered Employment, you will resume earning Years of Credited Service, and any subsequent pension to which you may be entitled will be based on the pension benefits you had earned prior to becoming disabled, plus those you earn after returning to Covered Employment.

The Plan has the right to recover any monthly benefits paid to you in error when your benefits should have been suspended due to a return to work in "Disqualifying Employment" and offset the overpayment amount from future benefit payments. Once your benefit payments resume, the Plan will withhold your benefits until the excess payments have been fully recovered. However, if the offset rule applies after your Normal Retirement Age, the Trustees will withhold your benefits for up to three (3) months. If this is not long enough to recover any overpayments, your future monthly benefits will be reduced by 25 percent until the excess payments have been fully recovered.

DISABLED FROM THE TRADE BENEFITS:

1. **Does the Plan provide benefits if I can no longer work as a carpenter?**

Disabled From The Trade means that based on medical evidence satisfactory to the Board of Trustees, you are unable, as a result of bodily injury or disease, to perform any of the work described in the collective bargaining agreement for the remainder of your life. If you meet the following eligibility requirements, you are entitled to a Disabled From The Trade Benefit:

1. You must provide medical proof and documentation that you are no longer able to work in the trade because of your disability; and,

2. You must have at least five (5) Years of Vesting Service; and,

3. You must have worked in Covered Employment in the 12-month period immediately preceding the onset of your disability; and,

4. You must NOT be eligible for Early Retirement; and,

5. You must have applied for a Disabled From The Trade Benefit on a form prescribed by the Trustees; and,

6. The Trustees have approved your application.

2. **What type of medical evidence will be required for a determination of Disabled From The Trade Benefits?**

The Trustees have the sole discretion to make all determinations of whether you qualify for a Disabled From The Trade Benefit. In making their decision, the Trustees may request that a physician or physicians of their own choosing examine you at any reasonable time and place, or require you to submit additional medical proof and/or documentation that you are disabled and no longer able to work in the trade as, in their discretion, the Trustees deem appropriate. The cost of the examination or examinations requested by the Trustees will be paid by the Plan. If the Trustees approve your application for a Disabled From The Trade Benefit, the Trustees may require you to be examined as often as they deem necessary to determine whether you continue to meet the Plan's Disabled From The Trade Benefit requirements. If you fail to submit to examination when requested by the Trustees, your benefit will be suspended (if it has started) or no further action will be taken on your application (if your benefit has not started).

3. **What is the amount of the Disabled From The Trade Benefit?**

The Disabled From The Trade Benefit is a monthly benefit equal to your Normal Retirement Benefit, actuarially reduced for each month you are younger than age 62 when your Disabled From The Trade Benefit begins. The factors used to determine the reduced amount of the monthly benefit are based on a table of factors that has been prepared by the Plan Actuary. Questions concerning the calculation of your Disabled From The Trade Benefit should be directed to the Plan Administrator.

4. **When will my Disabled From The Trade Benefits start?**

The Disabled From The Trade Benefit will begin as of the later of the first day of the month following (1) your application or (2) the occurrence of your disability, and will continue as long as your disability exists. If you are still receiving a Disabled From The Trade Benefit when you reach your Normal Retirement Age, the monthly Disabled From The Trade Benefit will be considered to be your Normal Retirement Benefit. You will also be given the opportunity to elect another form of payment. Note that if you are married at your Normal Retirement Date, your pension will be paid as a Joint and 100% Survivor Annuity unless elected otherwise and properly waived by your spouse.

5. **What happens if I start receiving a Disabled From The Trade Benefit and later receive a Total and Permanent Disability award from the Social Security Administration?**

If you are receiving a Disabled From The Trade Benefit and you later receive a Social Security Disability award, your Disabled From The Trade Benefit will be replaced by a Total and Permanent Disability Benefit retroactively effective to the first day of the month following the date of your disability, as determined by Social Security. The total Disabled From The Trade Benefit paid to you will be deducted from the Total and Permanent Disability Benefits due as of the date of the Social Security Disability award and if the Disabled From The Trade Benefit previously paid exceeded the Total and Permanent Disability Benefits due, the future Total and Permanent Disability Benefits payable will be offset dollar for dollar until the difference is eliminated. To be eligible for this conversion, your Total and Permanent Disability must have occurred within 12 months of the last contributions made to the Plan on your behalf.

6. **Can my Disabled From The Trade Benefits be suspended?**

Yes. Your Disabled From The Trade Benefit will be suspended for any month in which you are employed in Disqualifying Employment before you have reached your Normal Retirement Age.

Disqualifying Employment Before Normal Retirement Age is defined in the Suspension of Benefits section, in the answer to Question No. 1 – A, starting on Page 12. If you do return to work (even on a limited basis), you must notify the Plan Administrator in writing within 15 days of returning to work. If such notification is not made, your disability benefits will be suspended for the duration of such employment, plus an additional 12 months. The Trustees have the right to request that you provide information about your earnings and work while you are receiving a disability benefit, and to suspend your benefit until you provide this information.

The Plan has the right to recover any monthly benefits paid to you in error when your benefits were to be suspended due to a return to work in Disqualifying Employment and offset the overpayment amount from future benefit payments. Once your benefit payments resume, the Plan will withhold your benefits until the excess payments have been fully recovered. However, if the offset rule applies after your Normal Retirement Age, the Trustees will withhold your benefits for up to three (3) months. If this is not long enough to recover any overpayments, your future monthly benefits will be reduced by 25 percent until the excess payments have been fully recovered.

7. **If my Disabled From The Trade Benefits are suspended, how can I again apply for benefits?**

If your Disabled From The Trade Benefit was suspended, you may apply for reinstatement of your Disabled From The Trade Benefit once you again terminate employment, for such amount as you were receiving prior to the suspension of your pension benefits. Your monthly benefit payments will resume no later than the first day of the third calendar month after the calendar month in which you terminated your employment, as long as you have notified the Plan Administrator in writing that you have ceased such employment and the Trustees determine that you still satisfy the requirements for the Disabled From The Trade Benefit. You may obtain a resumption of benefits form from the Plan Administrator.

8. **What happens if I recover from my disability?**

If it is determined that you are no longer Disabled From The Trade, your benefits will be stopped.

DEATH BENEFITS:

1. **What if I die before I retire?**

If you are married and you die after you have five (5) Years of Vesting Service, but before you retire, or while you are receiving a disability pension, your spouse will receive a Pre-Retirement Surviving Spouse's Benefit. This benefit provides your spouse with a pension equal to the monthly benefit that would have been payable if you had retired on the day before your death and elected a Joint & 50% Survivor form of pension payment. Payment of the Pre-Retirement Surviving Spouse's Benefit will begin on the first day of the month following the date on which you died, or if later, the first day of the month following the month in which you would have attained age 55.

If you die before retirement and are not married, or if you are married and <u>have fewer than five (5) Years of Vesting Service</u>, you will not receive a benefit from the Plan.

2. **Are there any benefits payable upon my death when I die after I retire?**

If you are receiving your pension in the form of a Single Life Annuity, which provides you with a monthly benefit payable for your lifetime only, your benefits will cease with your death.

If you are receiving your pension in the form of a Joint and Survivor Annuity, after your death your spouse will receive a monthly payment according to the Joint and Survivor Option elected at retirement.

If you are receiving your pension in the form of a Life Annuity with 120 Payments Guaranteed, and you die before receiving at least 120 monthly payments, any remaining payments will be made to your designated beneficiary.

3. **How do I designate my beneficiary?**

Because there are non-spousal death benefits under the Plan in some limited circumstances, such as a single life annuity with a 10 year certain payment, a beneficiary designation form should be completed and filed with the Plan. You may designate your beneficiary at the time you elect your form of retirement benefit.

4. **May I designate someone other than my spouse to receive the death benefits payable under the Plan?**

Yes. You may designate any person of your choosing to receive your remaining 10 year certain benefits if you elect such form, and die prior to receiving 10 years of payments. However, if you are married, your spouse must consent to this in writing for the election to be valid. Your spouse's consent must also acknowledge the effect of the waiver of the survivor benefit, and must be witnessed in writing by a Plan Representative or a notary public. If this waiver is not signed and you are married at the time of your death, then your spouse will receive the death benefit.

NOTE: This does not apply to the Joint and Survivor form of payment, nor to the Pre-Retirement Surviving Spouse benefit. The beneficiary of those benefits must be the person to whom you were married when Joint and Survivor Annuity began, or in the case of the Pre-Retirement Surviving Spouse benefit, the person to whom you were married when you died.

5. **What if I die before my Normal Retirement Age while I am receiving a monthly disability benefit?**

If you are not married at the time of your death, no further benefits will be paid to you, your estate or your beneficiaries.

If you are married at the time of your death, your surviving spouse will receive the Pre-Retirement Surviving Spouse Benefit (Page 23, Question Number 1).

TERMINATION OF BENEFITS:

1. **Will I be entitled to any benefits if I stop working in Covered Employment before my early retirement age?**

If you have at least five (5) Years of Vesting Service when you stop working in Covered Employment, you will be entitled to a pension at age 62 equal to your earned pension at the time you stopped working in Covered Employment.

If you desire, your pension can begin as of the first day of any month following your 55th birthday, but it will be payable in a reduced amount as provided under Early Retirement.

PROVISIONS RELATING TO VETERANS' REEMPLOYMENT:

1. **What happens to my benefits under the Plan if I enter military service?**

Federal law governs your rights if you enter the military. It is possible for you to receive credit (for both service and benefits) if certain conditions are met.

To protect your rights under the Plan, you must leave the geographic jurisdiction of the Plan for service in the uniformed military service before your participation ceases, and you must notify your Employer (or the Plan Administrator) before you leave. (The notification requirement is excused by federal law if you could not give advance notice because of military necessity or if giving the advance notice was impossible for unreasonable.)

To further protect your rights under the Plan, you must apply for work in Covered Employment within a certain period of time after you are released from military duty under honorable conditions. The time period during which you must apply depends on how long you served in the military service, as follows:

If the period of service in the uniformed services:	Applicable deadline:
Consisted solely of a physical or medical examination to verify fitness	By the beginning of the next regular work period
Lasted fewer than 31 days	Within one day after discharge (allowing travel time plus 8 hours)
Lasted more than 30 days but fewer than 181 days	Within 14 days after discharge
Lasted for 180 days or more	Within 90 days after discharge
Ends while you are hospitalized or convalescing from an injury or illness incurred in the uniformed service	After you have recovered, but not more than two years after the injury or illness

You must then notify the Plan Administrator of your military service in writing no later than 120 days after the applicable deadline for re-applying for work in Covered Employment. The Plan Administrator will request that you provide written documentation regarding your service in the uniformed services.

If you satisfy the requirements for protecting your rights as a veteran, and provide the Plan Administrator with the documentation necessary to verify your military service, you will receive credit for eligibility, vesting and benefits under the Plan. Credit for benefit service is limited to a maximum of five (5) years, and will be reduced by previous periods of military service. Generally speaking, the benefits credited to you for your military service will be based on the number of hours you worked in Covered Employment during the 12-month period that immediately preceded your entry into military service.

For purposes of federal law, your military service may be with the Armed Forces of the United States, the Army National Guard or the Air National Guard when engaged in active duty for training, inactive duty training or full-time National Guard duty, the Commissioned Corps of the Public Health Service and any other category designated by the President in time of war or emergency. "Service" means the performance of duty on a voluntary or involuntary basis, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard Duty, and a period for which you are absent from employment for a physical examination to determine your ability to perform service in the uniformed services.

APPLICATION FOR BENEFITS, CLAIMS PROCEDURES AND APPEALS PROCESS:

1. How do I apply for Pension Benefits?

Call the Plan Administrator and request the necessary application form. This form must be completed and returned at least one (1) month in advance of the first month in which you want benefits to start. The Plan Administrator will tell you what other documents must be furnished.

Your application will be presented to the Board of Trustees (or, in the case of a claim for a disability benefit, to a subcommittee), which must approve all benefits.

2. When will I be notified about the status of my application for benefits and what information will I receive?

If your application for benefits **(other than a disability benefit)** is denied in whole or in part, you (or your beneficiary in the case of a death benefit) or your authorized representative will be notified in writing. This notification will include:

- the specific reason or reasons for the denial;
- specific references to the Plan provisions on which the denial was based;
- a description of any additional material or information needed to perfect your claim and an explanation of why that material or information is needed; and,
- an explanation of the procedure for appealing the denial of your claim.

The written explanation will normally be provided within 90 days after the claim is filed. However, if special circumstances require, the Board of Trustees may take up to an additional 90 days to notify you of its decision. The Board will notify you of this extension and the reason for the delay before the end of the initial 90-day period.

If your application for a **disability benefit** is denied in whole or in part, you will be notified in writing. This notification will include:

- the specific reason or reasons for the denial;
- specific references to the Plan provisions on which the denial was based;
- a description of any additional material or information necessary to perfect your claim and an explanation of why that material or information is needed;
- an explanation of the procedure for appealing the denial;
- a statement of your right to bring a civil action under Section 502 of ERISA following a denial of your claim on review;
- notification of the right to receive, upon request, a copy of any internal rules, guidelines, protocols, or other similar criteria used as a basis for the denial; and,
- notification of the right to receive, upon request, an explanation of the scientific or clinical judgment that was used in applying the terms of the Plan to the medical circumstances.

You will be notified in writing of any decision about your claim for a disability benefit within a reasonable period of time, but not later than 45 days after you submit your claim. However, this 45-day period may be extended for an additional 30 days if necessary due to matters beyond the control of the Plan. A second 30-day extension is also permitted.

If any information is missing from your claim, you will have 45 days to provide the missing information.

You may request copies of all documents, records and other information relevant to the denied claim. You may also request access to:

- any policy, statement, or guidance concerning the condition, regardless of whether it was relied upon in the denial; and,
- the identity of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the denial, regardless of whether the advice was relied upon in the denial.

You may file a written appeal, at your own expense, of the denial of your claim for a benefit (other than a disability benefit) with the Board of Trustees. If you want to appeal an application that has been denied, be sure to do so within 60 days after the denial. You (or your beneficiary in the case of a death benefit) or your authorized representative has the right to review any pertinent documents relating to the application and to submit any comments in writing.

The Board of Trustees will generally act on the appeal within 60 days after receiving your request unless special circumstances, such as the need to have a meeting, require a longer period of up to an additional 60 days. You will be informed, in writing, of the decision, with a full explanation of the specific reasons for the final decision.

Appeal Procedures for Denial of Disability Benefit

If your claim for a disability benefit is denied, you or your authorized representative may appeal, at your own expense, the denial of your claim with the Board of Trustees. You must make your appeal within 180 days of the date you received written notice of the denial. You or your authorized representative:

- may request in writing that the Board of Trustees review the denial;
- may review pertinent documents; and,
- may submit issues and comments in writing.

The decision to review your claim will be made within a reasonable period of time, but not later than 45 days after the Board of Trustees receives your request for review. If there are special circumstances requiring an extension of time for processing your appeal, a decision will be rendered as soon as possible, but not later than 90 days after receipt of the request for review. If such an extension of time is required, written notice of the extension will be furnished before the end of the original 45-day period. The decision on review will be made in writing; will be written in a manner designed to be easily understood; and will include specific references to the provisions of the Plan on which the denial is based. If the decision on review is not furnished within the time specified above, the claim will be considered denied on review.

3. What rights do I have following my appeal?

If you have exhausted your claim review and appeals rights under the procedures set forth above, you may pursue any other legal remedies available, which may include bringing a civil action under ERISA Section 502(a). This provides for judicial review of the adverse determination regarding your claim in order to recover benefits due to you under the Plan's terms, to enforce your rights under the Plan's terms, or to clarify your rights to future benefits under the Plan. You may obtain additional information about your right to pursue other legal remedies from the local office of the United States Department of Labor.

MISCELLANEOUS:

1. Who administers the plan?

As required by federal law, the Plan is administered by an equal number of labor and management trustees.

2. Who contributes to the Plan?

Only Employers contribute to the Plan. No employee contributions are permitted. The collective bargaining agreement or participation agreement determines the amount of contributions the Employers make to the Plan.

If you work for a Contributing Employer that becomes delinquent in making contributions to the Plan, you may be entitled to certain vesting and benefit credit if you work in Covered Employment. You must furnish the Fund Office with proof of hours worked in Covered Employment, such as check stubs or copies of employee checks, along with evidence satisfactory to the Trustees that identifies the geographic location of jobs worked. If you do not provide sufficient employment records and detail indicating the number of hours work in Covered Employment for a delinquent employer, you will not be eligible to receive vesting and benefit service credit for the delinquent contributions.

3. **How are the funds to provide pension benefits accumulated?**

The Plan is funded by a trust. The Southwest Ohio Regional Council of Carpenters Pension Trust Fund holds and invests the Employer contributions made to the Plan. Assets in the Trust are invested by registered investment managers. These Plan assets, as well as any earnings that may accrue on the assets, are used to pay participant benefits and Plan expenses.

4. **Will I receive a statement of my status under the Plan?**

Yes. Once each year, you will receive a statement of your Vesting Service, earned monthly pension, and accumulated Death Benefit through the previous December 31.

5. **Can I assign my benefits under the Plan?**

Generally, no. However, Federal law allows all or a portion of your pension benefit to be allocated to a former spouse under the terms of a Qualified Domestic Relations Order (QDRO) arising in connection with a divorce or dissolution. A Domestic Relations Order must satisfy certain conditions to be considered "Qualified" under the Internal Revenue Code. The Plan Administrator will be able to assist you if you are faced with such a situation. Please note that under any QDRO, the Plan cannot be required to pay any form of benefit that it would not ordinarily pay to a Plan participant, such as a lump sum payment. Also, the Social Security Supplemental Benefit/Retirement Incentive Benefit is not payable to an Alternate Payee under a Qualified Domestic Relations Order.

Participants and beneficiaries can obtain, without charge, a copy of the Plan's procedures governing Qualified Domestic Relations Orders. A request should be directed to the Board of Trustees at the address noted on Page 2.

6. **Can the Plan be changed (amended) or terminated?**

The Trustees reserve the right to amend the Plan at any time.

The Plan can only be terminated as a result of collective bargaining. If the Plan is terminated, you will be vested in your benefit as of the effective date of the termination, and the value of the benefits you earned through the date of termination will be paid to you when you would have been eligible for a pension benefit if the Plan had not been terminated.

7. **Are my benefits under the Plan insured?**

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a participant's years of service multiplied by (1) 100 percent of the first $11 of the monthly benefit accrual rate and (2) 75 percent of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a participant's years of service. For example, the maximum annual guarantee for a retiree with 30 years of service would be $12,870.

The PBGC guarantee generally covers: (1) normal and early retirement benefits; (2) disability benefits if you become disabled before the plan becomes insolvent; and, (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater that the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the earlier of: (i) the date the plan terminates, or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and, (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026, or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

8. Are there legal documents covering the Plan?

Yes. This is only a summary of the more important features of the Plan. The legal documents containing all the details are on file in the Plan Administrator and consist of the Plan and the Trust Agreement. The administration of the Plan and Trust are governed in all respects by these legal documents.

STATEMENT OF YOUR ERISA RIGHTS
(THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED)

As a participant in the Southwest Ohio Regional Council of Carpenters Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and the Union Hall, all documents governing the Plan, including collective bargaining agreements, insurance contracts, and copies of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Board of Trustees, copies of documents governing the operation of the Plan, including collective bargaining agreements, insurance contracts, copies of the latest annual report (Form 5500 series), and an updated summary plan description. A reasonable fee may be charged for copying expenses.

- Receive a summary of the Plan's annual financial report. The Board of Trustees is required by law to furnish each participant with a copy of the Plan's Summary Annual Report.

- Obtain a statement telling you whether you have a right to receive a pension benefit at Normal Retirement Age (the later of age 62 or the fifth anniversary of Plan participation, with participation before a Forfeiture of Service disregarded) and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension benefit, the statement will tell you how many more years you have to work to be entitled to a pension. This statement must be requested <u>in writing</u> and is not required to be given more than once every 12 months. The Plan must provide this statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of an employee benefit plan. The people who operate the Pension Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of Plan participants and beneficiaries.

No one, including your employer, your Union, or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For example, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Board of Trustees to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Board of Trustees.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court.

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

If you have any questions about your Plan, you should contact the Board of Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Board of Trustees, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor (see your local telephone directory) or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

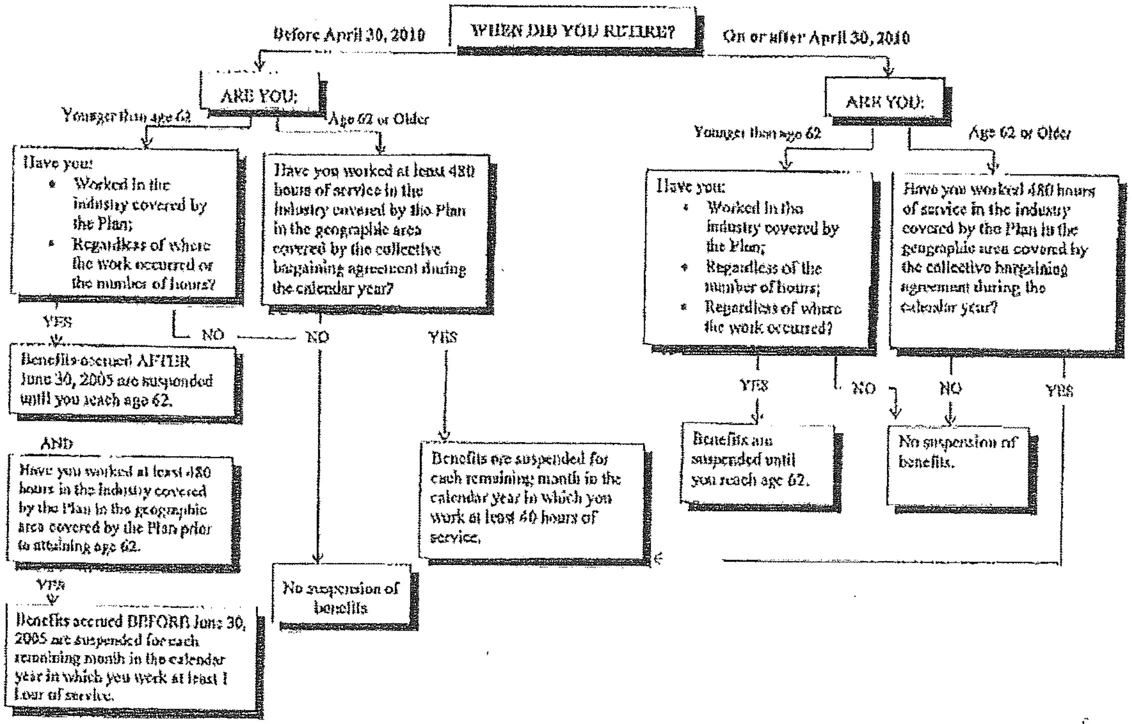
APPENDIX A

REDUCTION FACTORS FOR EARLY RETIREMENT
UP-1984 MORTALITY TABLE AT 7.0%

	COMPLETED MONTHS											
MEMBER YEARS	0	1	2	3	4	5	6	7	8	9	10	11
62	1.000000											
61	0.899718	0.907300	0.915011	0.922866	0.930833	0.938951	0.947212	0.956620	0.964178	0.972891	0.981762	0.990797
60	0.811355	0.818050	0.824857	0.831778	0.838816	0.845974	0.853255	0.860663	0.868200	0.875871	0.883678	0.891626
59	0.733247	0.739177	0.745204	0.751330	0.757557	0.763888	0.770326	0.776874	0.783534	0.790308	0.797202	0.804216
58	0.663996	0.669264	0.674615	0.680053	0.685579	0.891196	0.696906	0.702710	0.708613	0.714615	0.720719	0.726929
57	0.602424	0.607115	0.611881	0.616721	0.621639	0.626636	0.631713	0.636874	0.642120	0.647453	0.652875	0.658389
56	0.547533	0.551722	0.555976	0.560296	0.564683	0.569140	0.573666	0.578269	0.582944	0.587695	0.592524	0.597433
55	0.498472	0.502222	0.506029	0.509894	0.513819	0.517804	0.521852	0.525963	0.530140	0.534384	0.538696	0.543078

APPENDIX B

SUMMARY OF SUSPENSION OF BENEFITS PROVISIONS FOR THE SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN



Southwest Ohio Regional Council of Carpenters'
Fringe Benefit Funds
Health Fund: P.O. Box 1257, Troy, MI 48099
Pension Fund: 33 Fitch Blvd., Austintown, OH 44515
Phone: 330-779-8862
Website: www.ocbenefits.org

SOUTHWEST OHIO REGIONAL COUNCIL OF CARPENTERS PENSION PLAN
IMPORTANT NOTICE REGARDING PLAN BENEFITS
June 29, 2018

This Notice outlines the changes that have been adopted by the Board of Trustees and is intended to be a summary of material modifications and notification of reductions in Plan benefits. You should keep this letter with your Summary Plan Description ("SPD") booklet.

Effective August 1, 2018, the Plan will no longer provide for a benefit for Trade Disability. As defined by the Plan, a Trade Disability meant a disability that based on medical evidence satisfactory to the Board of Trustees a person is unable to, as a result of bodily injury or disease, to perform any of the work described in the Collective Bargaining Agreement for the remainder of his or her life. The Trade Disability benefit was available for a Participant with at least 5 Years of Vesting Service, who was not eligible for a Normal or Early Retirement Benefit, who incurred a Trade Disability and on whose behalf Employer contributions were made during the 12-month period immediately preceding the date of his or her Trade Disability. The Trade Disability benefit was a full actuarial reduction of a participant's Accrued Benefit based on the number of months the participant commenced benefits prior to his or her Normal Retirement Date. The Trade Disability Benefit has been eliminated and shall no longer exist as of August 1, 2018.

Effective August 1, 2018, the Plan's definition of "Total and Permanent Disability" for purposes of receiving a Disability Benefit from the Plan shall mean a determination by the Social Security Administration that an individual is totally and permanently disabled and entitled to a disability benefit under the Old Age and Survivors Disability Insurance (OASDI) program. Previously, "Total and Permanent Disability" meant that based on evidence satisfactory to the Board of Trustees, a person is totally unable, as a result of bodily injury or disease, to engage in any further employment or gainful pursuit for the remainder of his or her life. Thus, on and after August 1, 2018, any application for Disability Benefits will require a determination from the Social Security Administration that the individual is total and permanently and entitled to a disability benefit under the Old Age and Survivors Disability Insurance (OASDI) program.

Effective August 1, 2018, the Plan's Earliest Retirement Date shall be defined as the first day of the month prior to the Normal Retirement Date as of which the Participant attains the age of at least 55 years and has completed at least 5 Years of Vesting Service. Previously, the Earliest Retirement Date was defined as the first day of the month prior to the Normal Retirement Date as of which the Participant attained the age of at least 50 years and had completed at least 5 Years of Vesting Service.

Sincerely,

Board of Trustees

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #38 – 7.07 Collective Bargaining Agreements

Does the application include the required excerpts from the relevant collective bargaining agreements and side agreements?

See Section 7.07 of Revenue Procedure 2017-43.

The required the required excerpts from the relevant collective bargaining agreements and side agreements are listed on Document 38.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 38.1

Excerpts from Collective Bargaining Agreements

1. 2017-2020 Southwest Ohio Carpenters' Agreement between West Central Ohio Division General and Forming Contractors Section of the Labor Relations Division Ohio Building Chapter, Inc. Associated General Contractors of America and Carpenters & Lather Employers Division of the Walls and Ceilings Contractors Association of Greater Cincinnati and Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America and Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America.

ARTICLE XIII
HEALTH & WELFARE, ANNUITY, PENSION PLANS

(97) **Pension Plan** – During the continuation of this Agreement, and subject to the limitations provided in Section 2.4 of the Pension Plan Agreement, each Employer shall pay to the Pension Trust Fund, for each hour such Employer compensates each Employees at his/her straight time or overtime hourly rate in the amount as stated and approved in the Zones of this Agreement.

(98) The contribution payments of the Employer shall be used exclusively to provide pension benefits to eligible employees in such form and amounts as the trustees of the pension fund may determine, including allowances for the organization and administration expenses of the Pension Fund.

(99) The Pension Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of representatives from the Association and the Union, which Agreement and Declaration of Trust, together with any amendments thereto, shall be considered as part of this Agreement, as though set forth here at length. The Pension Fund increases as stated in the Memorandum of Understanding relative to the Rehabilitation Plan are to be considered temporary increases. Once the Plan is 100% funded the Union agrees to limit the contribution rate to a maximum of 20% of the wage rate.

2. Agreement between Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America and Cedar Fair Southwest, Incorporated d/b/a Kings Island – Effective date September 1, 2014 – August 31, 2019.

"VI. PENSION PLAN

The Employer hereby agrees to pay each month the per hour contribution amounts set forth in Appendix A, below, to a Pension Fund for each employee covered by this Agreement as follows:

The Employer shall pay to the Plan Trustees for credit to the Pension Fund, for each hour worked by the employees at the applicable straight or overtime rate established by the Master Agreement then in effect.

The Union shall give the Employer thirty (30) days written notification of the applicable rates and any changes therein.

The contribution payments of the Employer shall be used exclusively to provide pension benefits to eligible employees in such form and amounts as the Trustees of the Pension Fund may determine, including allowances for the organization and administration expenses of the Pension Fund.

The Pension Fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives from Employers and the Union, which agreement and declaration of trust, together with any amendments thereto, shall be considered as part of this Agreement, as though set forth here at length.

No contributions shall be accepted by the Trustees of the Funds unless a signed copy of this Agreement or other document binding the Employer to the obligations hereto is on file.

The monthly contribution period shall include the Employer's last full bi-weekly pay period of the month reported on report forms furnished by the Funds. Said report and contribution payments are due and payable on or before the twentieth (20th) day of each month for all amounts due for the preceding month(s) and forwarded in accordance with the instructions on the forms. Failure on the part of the Employer to pay the amounts due by him shall be deemed a breach of this Agreement by the Employer."

3. Southwest Ohio Residential Agreement 2014-2017 between West Central Ohio Division General and Forming Contractors Section of the Labor Relations Division Ohio Building Chapter, Inc. Associated General Contractors of America and Labor Relations Division, Cincinnati Division, AGC of Ohio, Inc., Associated General Contractors of America and Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America.

ARTICLE VI.
WAGE RATES AND CONTRIBUTIONS

Section 2. The Employer agrees to participate in and make contributions towards the appropriate Fringe Benefit Funds as set forth in the attached Appendix, the contents of which are hereby incorporated herein.

Section 3. Each Employer agrees to permit an audit or examination of such books, records, papers or reports of the Employer as may be necessary to determine whether the Employer is making full and prompt payment of all sums required to be paid by it to the Fringe Benefit Funds referenced in the attached Appendix. The audit or examination shall be performed by the appropriate Fringe Benefit Fund(s) auditor or by its/their agents; provided, however, at the Employer's request and own expense, such audit or examination shall be performed by an independent certified public account acceptable to the Fringe Benefit Fund(s). If, as a result of said audit or examination, a substantial deficiency in payments to the Fringe Benefit Fund(s) of said audit or examination, a substantial deficiency in payments to the Fringe Benefit Fund(s) is discovered, the Trustees of the Funds may assess their costs in performing the audit or examination to the Employer, and said costs shall be collectible as any other amount due from the Employer of the Funds.

Section 4. The respective Trustees and their respective successors in office under each of the Agreements and Declarations of the Trust of the Fringe Benefit Funds referenced in the attached Appendix shall be deemed to be joint and several beneficiaries of this Agreement for the purpose of each or all of the said Agreements and Declarations of Trust and shall, in addition to and with or without the Union, have standing to use on this Agreement to enforce the terms of said respective Agreements and Declarations of Trust. A delinquent Employer shall also be liable for and obligated to pay the delinquency assessments provided for herein, reasonable interest, all court costs, attorneys' fees and other expenses incurred by the Trustees in the collection of contributions due from said delinquent Employer.

The Trustees shall further have all such other relief (including temporary and permanent injunctive relief) and remedies against a delinquent Employer to which they may be entitled at law or in equity. The Trustees may compel and enforce the payment of contributions in any manner which they deem proper; and the trustees may make such additional rules and regulations to facilitate and enforce the collection and payment thereof as they deem appropriate.

Section 5. The contribution and deductions designated in the Appendix shall be due on the fifteenth (15th) day of each calendar month for the hours worked during the preceding calendar month and shall be sent with an appropriate reporting form to C.P.I., except as herein provided.

Section 6. Any Employer who is delinquent in making its payments as herein required or who fails to file an accurate and acceptable monthly report by the thirtieth (30th) day of the calendar month in which the report, contributions and deductions are due shall be subject to one (1) or more of the following:

A. A liquidated damage assessment on behalf of the Funds based on the current interest rate charged by the Internal Revenue Service for late payments of Federal income taxes.

B. The services of the Employees may be withheld from the Employer after the provision of at least five (5) days' notice to the Employer by telegram or certified mail of the Union's intention to do so because of the Employer's delinquency. No such work stoppage shall be considered a breach of this Agreement or any other Agreement.

C. The Employer may be required to post a bond of double the delinquent amount of Ten Thousand Dollars ($10,000.00), whichever is greater.

D. The Employer may be required to remit the required report, contributions and deductions on a weekly, rather than monthly, basis.

4. Southwest Ohio Floorlayers Agreement 2014-2019 between the Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America and the signatory employer that executes the agreement.

PENSION FUND

Section 1. The COMPANY agrees to contribute to the Southwest Ohio Regional Council of Carpenters Pension Plan, or its successor for each straight time and each overtime hour worked by Employees covered by this Agreement at the contribution rates then in effect as set forth in the Appendices which the UNION shall make available to the COMPANY.

Section 2. The COMPANY shall make its Pension Fund contributions to the Corporate Trustee.

Section 3. The COMPANY shall pay its contribution to the Corporate Trustee monthly on or before the 20th day of each calendar month on account of hours for which it compensates Employees during the preceding calendar month. With each such payment, the COMPANY shall deliver to the Corporate Trustee a schedule relating thereto in such form as the Board of Administration of such Plan requires. The Board of Administration of said Plan may require weekly contributions from the COMPANY to the extent provided in paragraph (b) of Section 2.3 of the Pension Plan Agreement.

Section 4. The COMPANY hereby adopts the Pension Fund's Agreement and Declaration of Trust and consent to the appointment of the current and all future management Trustees.

5. **Labor Management Agreement by and between the City of Cincinnati and the Cincinnati Building Trades Council (as agent for the Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America), effective August 1, 2015.**

"ARTICLE 17
RETIREMENT SYSTEMS

All Bargaining Unit employees may remain in their current retirement system, subject to the rules, regulations, and the requirements enacted by the appropriate governing body. All future new hires, who are not currently in a State of Ohio public retirement system, shall become members of the City of Cincinnati Retirement System."

6. Millwrights Local No. 1090, Southwest Ohio, Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America and the signatory employer that executes the agreement, effective date September 1, 2016 – August 31, 2019.

Section 10

Pension
The employer hereby agrees to pay each month the per hour contributions amounts set forth below to a pension fund for each employee covered by this agreement as follows; all pension contributions shall be paid as per hours worked as per wage sheet. The contributions payments of the employer shall be used exclusively to provide pension benefits to eligible employees in such form an amount as the trustees of the pension fund may determine, including allowances for the organization and administration expenses of the pension fund. The pension fund shall be administered pursuant to an agreement and declaration of trust administered jointly by an equal number of representatives from Employers and the union, which agreement and declaration of trust, together with any amendments thereto shall be considered as part of this agreement as through set forth here at length. No contributions shall be accepted by the trustees of the funds unless a signed copy of this agreement or other document binding the employer to the obligations hereto is on file. The monthly contributions period shall include the employers last full weekly pay period of the month reported on report forms, furnished by the fund. Said report and contributions payments are due and payable on or before the fifteenth (15) day of each month of all amounts due for the preceding months and forwarded in accordance with the instructions on the forms. Failure on part of the employer to pay the amounts due by him shall be deemed a breach of this agreement by such employer.

7. Highway – Heavy Construction Agreement between the Labor Relations Division of the Ohio Contractors Association and Indiana / Kentucky / Ohio Regional Council of Carpenters United Brotherhood of Carpenters and Joiners of America, effective date May 1, 2016.

ARTICLE XVII
FRINGE BENEFITS

17.1. Health and Welfare Plan: The Contract shall make contributions to the Health & Welfare fringe program as required under the schedule of Wages for the area covered as listed under Exhibit "A." The Contractor shall be bound by the Trust Agreement established for the appropriate Fund. It is agreed that the provisions of the Trust fund as established by the Trustees, including rules of eligibility and all other terms and conditions, shall become a part of this Agreement as though fully written herein.

17.2. For the purpose of this provision, the rate of contribution to the Health & Welfare Fund and or the Pension Plan shall be established by this Agreement under Exhibit "A" and may only be changed upon a written notice from the Trustees to the parties to this Agreement at least forty-five (45) days in advance of any wage adjustment due under terms of this Agreement. Payments by the Contractor shall be made for all hours paid, including Reporting pay and/or Show Up Pay. The contractor shall make the payments required in a manner prescribed by the Trustees of said Welfare Fund on a form provided by the appropriate Union or Fund office.

17.3. The Contractor agrees that duly authorized representatives of the Trustees shall, upon reasonable notice and during regular business hours, have the right to examine all payroll records necessary to determine proper compliance with the obligation imposed by this Article.

17.4. The Contractor shall make payments to the appropriate Fringe Benefit Fund within fifteen (15) days from the end of the month during which the employment occurred. Any penalty for late payment shall be established by the Trustees of the affected Fund.

17.5. The Contractor, upon request to the Trustees, shall be given a copy of the Trust Agreement established for the Fund.

17.6. Pension Plan: The same rules as provided for Health & Welfare shall apply to Pension Fund payments required under terms of Exhibit "A" in this Agreement.

8. **Middletown Energy Center, Middletown, Ohio, Community Development Agreement between Gemma Power Systems, LLC and the Butler County Building & Construction Trades Council.**

ARTICLE X
WAGE AND BENEFITS

SECTION 2. The Contractor agrees to pay contributions to the established employee benefit funds and industry promotion funds and other Funds and programs in the amounts designated in the appropriate Schedule A.

Southwest Ohio Regional Council of Carpenters Pension Plan
EIN/Plan # 31-6127287/001
Checklist Item #39 – 7.08 Most Recently Filed Form 5500

Does the application include the required excerpts from the most recently filed Form 5500?

See Section 7.08 of Revenue Procedure 2017-43.

The required excerpts from the most recently filed Form 5500 are attached as Document 39.1.

Southwest Ohio Regional Council of Carpenters Pension Plan
Document 39.1

The required excerpts from the most recently filed Form 5500 are attached below.

Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	**Annual Return/Report of Employee Benefit Plan** This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code). ▸ **Complete all entries in accordance with the instructions to the Form 5500.**	OMB Nos. 1210-0110 1210-0089 **2016** **This Form Is Open to Public Inspection**

Part I Annual Report Identification Information

For calendar plan year 2016 or fiscal plan year beginning 01/01/2016 and ending 12/31/2016

A This return/report is for:
- [X] a multiemployer plan
- [ ] a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)
- [ ] a single-employer plan
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report
- [ ] the final return/report
- [ ] an amended return/report
- [ ] a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here ▸ [X]

D Check box if filing under:
- [X] Form 5558
- [ ] automatic extension
- [ ] the DFVC program
- [ ] special extension (enter description)

Part II Basic Plan Information—enter all requested information

1a Name of plan
SW OH Regional Council of Carpenters Pension Plan

1b Three-digit plan number (PN) ▸ 001

1c Effective date of plan 05/01/1964

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)

SW OH Regional Council of Carpenters

700 Tower Drive, Suite 300

Troy MI 48098

2b Employer Identification Number (EIN) 31-6127287

2c Plan Sponsor's telephone number (248)813-9800

2d Business code (see instructions) 238100

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	[redacted]	10.6.17 Date	Mary Weir Enter name of individual signing as plan administrator
SIGN HERE	Signature of employer/plan sponsor	10.6.17 Date	Eryka Stamatakos Enter name of individual signing as employer or plan sponsor
SIGN HERE	Signature of DFE	Date	Enter name of individual signing as DFE

Preparer's name (including firm name, if applicable) and address (include room or suite number)	Preparer's telephone number

For Paperwork Reduction Act Notice, see the instructions for Form 5500.