

AMENDMENT 23-1
TO THE
RULES AND REGULATIONS
OF THE MEBA 401(K) PLAN

WHEREAS, pursuant to action approved at the October 22, 2021 meeting of the Board of Trustees of Trustees of the MEBA 401(k) Plan (the “Trustees”), the MEBA 401(k) Plan (the “Plan”) sought approval under the Internal Revenue Service Voluntary Compliance Program (“VCP”) to retroactively amend the Plan, effective as of July 12, 2008, to reflect the terms of the collective bargaining agreement by and between Union and GFC Crane Consultants, Inc. (“GFC Crane”) providing for nonelective contributions on behalf of eligible employees of GFC Crane beginning as of such date;

WHEREAS, the Internal Revenue Service has approved the request, subject to adoption of this amendment;

WHEREAS, the Trustees amended the Plan effective January 1, 2022 to add Appendix A - Nonelective Contributions;

NOW, THEREFORE, Appendix A is amended in its entirety to read as follows (new language shown in *bold italics* and deletions shown in ~~strike-through~~):

“Appendix A – Nonelective Contributions

This Appendix shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Appendix. Capitalized terms used in this Appendix that are not defined herein shall have the meaning given to them in the Plan.

1. Effective Date; General Application.

Effective on and after January 1, 2022, the Plan shall permit Nonelective Contributions if provided under the terms of an Agreement, consistent with the provisions of this Appendix. *Notwithstanding the preceding, the effective date for Nonelective Contributions with respect to Employees of GFC Crane Consultants, Inc. provided under the term of an Agreement shall be July 12, 2008.*

2. Nonelective Contributions.

(a) Definitions.

- (i) The term “Nonelective Contributions” means an Employer contribution made to a Participant pursuant to an Agreement that is allocated to his

Nonelective Contributions Account for the Plan Year in accordance with subsection (c).

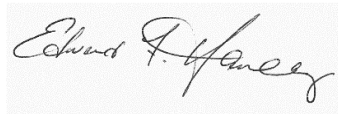
- (ii) The term “Nonelective Contributions Account” means the account established for each Employee that is credited with Nonelective Contributions made pursuant to subsection (c).
- (b) **Eligibility.** A Participant shall be eligible to receive Nonelective Contributions if such Nonelective Contributions are provided for under the terms of an Agreement.
- (c) **Amount.** The amount of any Nonelective Contributions shall be as provided in the applicable Agreement.
- (d) **Accumulated 401(k) Share.** A Participant’s Accumulated 401(k) Share shall include his Nonelective Contributions Account and, for the purpose of the loan source hierarchies under the second and third paragraphs of Section 6.10(g), shall follow the Participant’s Matching Contributions Account (if any).
- (e) **Vesting.** Subject to the limitations on contributions prescribed in the Plan, all amounts credited to a Participant’s Nonelective Contributions Account shall be fully nonforfeitable at all times.
- (f) **Hardship Withdrawals.** A Participant’s Nonelective Contributions Account shall be available for in-service hardship withdrawal and shall be taken into account in determining the maximum hardship withdrawal amount available to the Participant.
- (g) **Non-Hardship Withdrawals.** A Participant’s Nonelective Contributions Account shall be available for in-service withdrawal upon attainment of age 59½, on account of the Participant’s death or Disability, and in accordance with Section 6.13 with respect to a qualified birth or adoption distribution.
- (h) **Loans.** A Participant may borrow from his Nonelective Contributions Account, and his Nonelective Contributions Account shall be taken into account in determining the maximum loan amount available to the Participant.”

3. In all respects not amended, the Plan is hereby ratified and affirmed.

Effective Date: July 12, 2008
Language Approved: April 19, 2023



Adam Vokac, Chairman



Edward Hanley, Secretary