



BOARD OF DIRECTORS

Regular Board Meeting

Thursday, March 30, 2023

Commencing at 1:00 p.m. in person at
327 West Ship Creek Avenue, Anchorage, Alaska 99501

&

Join Virtual Zoom Meeting Room

<https://us02web.zoom.us/j/83788923622?pwd=VFNrRGdDakhvVTIGRUk0VFh1Rks0dz09>

Meeting ID: 837 8892 3622 Passcode: 407757



Dial-In by your nearest location to join by audio only

- +1 669 900 6833 US (San Jose)
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US

Join by SIP

83788923622@zoomcrc.com

- 64.211.144.160 (Brazil)
- 149.137.68.253 (Mexico)
- 69.174.57.160 (Canada Toronto)
- 65.39.152.160 (Canada Vancouver)

ARRC BOARD OF DIRECTORS MEETING

AGENDA

Thursday, March 30, 2023 ~ 1:00 p.m. - 6:00 p.m.
327 West Ship Creek Avenue, 3rd Floor, Anchorage, Alaska 99501

[Zoom Virtual Meeting Room](#)

Meeting ID: 837 8892 3622 / Passcode: 407757

- I. **CALL TO ORDER**
- II. **ESTABLISH QUORUM**
- III. **SAFETY BRIEFING**
- IV. **CHAIR COMMENTS**
- V. **ADOPTION OF AGENDA**
- VI. **CONFLICT OF INTEREST DISCLOSURES**
- VII. **ADOPTION OF MINUTES**
 1. Approval of [Regular Meeting Minutes of February 8, 2023](#)
- VIII. **OPPORTUNITY FOR PUBLIC COMMENT**
- IX. **BRIEFING ITEMS**
 - A. **Public Briefings (a portion may be held in Executive Session)**
 1. [CEO Update](#)
 2. [Safety Update](#)
 3. [2022 Financial Audit](#)
 - B. **Committee Reports**
 1. [Real Estate Committee](#)
 2. Executive Committee
 3. Safety Committee
 4. Audit Committee
- X. **NEW BUSINESS**
 - C. **Executive Session Briefings**
 1. Contracts, Claims, Litigation, Personnel and Financial Matters
 2. Legislative Strategy
 3. Seward Passenger Dock Project
 - D. **Adoption of Consent Agenda**
 1. [Resolution No. 2023-07](#) – Relating to Approval of the 2022 Financial Annual Report
 2. [Resolution No. 2023-08](#) – [Relating to Approval of the Restatement of the Alaska Railroad Corporation Pension Plan](#)
 3. [Resolution No. 2023-09](#) – Relating to Support for Completion of the Northern Rail Extension
 4. [Resolution No. 2023-10](#) – Relating to Upgrade and Maintenance of Fairbanks Reserve Industry B Track ([AFE No. 11162](#))
 5. [Resolution No. 2023-11](#) – Relating to TSA Cybersecurity Directive Projects ([AFE No. 11163](#))
 6. [Resolution No. 2023-12](#) – Relating to Appointment to Tax Deferred Savings and Pension Committee, Non-Represented Tax Deferred Savings Committee, and 457 Deferred Compensation Committee
 7. [Resolution No. 2023-13](#) – Relating to Appointment to Health Care Trust Committee
 8. [Contract Lease No. 20870](#) - Harbor 360, LLC (Seward)
 9. [Contract Lease No. 20883](#) – MRT, Inc. (Anchorage)
 10. [Contract No. 20876](#) – Winklmann, John and Patricia (Healy)
 11. [Contract No. 20889](#) - Atlas Tower 1, LLC. (MP 11.4)
- XI. **OPPORTUNITY FOR PUBLIC COMMENT AND DIRECTORS/CEO/STAFF COMMENTS**
- XII. **ADJOURNMENT**

2023 February 8 Board Meeting Minutes

ALASKA RAILROAD CORPORATION MINUTES OF THE REGULAR BOARD OF DIRECTORS MEETING

Anchorage, Alaska
Wednesday, February 8, 2023

I. CALL TO ORDER

Acting Chair Judy Petry called the meeting to order at 9:06 a.m. on Wednesday, February 8, 2023. The meeting was held in person at 327 West Ship Creek Avenue, 3rd Floor, Anchorage, Alaska 99501, with virtual participation available.

II. ESTABLISH QUORUM

Acting Chair Judy Petry requested Board Secretary Jennifer Mergens to establish a quorum. Acting Chair Petry; Director John Binkley; Commissioner, Department of Transportation & Public Facilities, Ryan Anderson; and Director John Reeves were all present at the commencement of the meeting. Commissioner, Department of Commerce Community and Economic Development, Julie Sande, and Director Gale Dinsmore joined in person after roll call.

A quorum of the Board was established by Ms. Mergens.

Staff members present:

A. Behrend, Chief Counsel	M. Maddox, Chief Financial Officer
B. Butcher, Human Resources Coordinator	A. Donovan, Director, Real Estate Permits & Leasing
T. Covington, Director, Safety	J. Kubitz, VP Real Estate
T. Erickson, Director, Supply Management	B. Lindamood, VP Engineering/Chief Engineer
J. Mergens, Chief Human Resources Officer	A. Kinnaman, Controller
C. Hopp, Chief Operating Officer	L. Knox, Director Financial Planning & Analysis
L. Hall, Executive & Corporate Administrator	C. Terry, Director, External Affairs
Y. Teytelman, Senior Attorney	B. Rogers, HR Compliance Administrator
B. O'Leary, President & Chief Executive Officer	P. Farnsworth, Director, Facilities/Energy Management
D. Wade, VP Marketing & Customer Service	P. Rogers, Director, Safety, Rules & Operating Practices
C. Frank, Conductor/Engineer	W. Hinkley, Manager Training & Development
T. Sellers Wareham, Deputy Chief Counsel	
J. Garner II, Superintendent Transportation	
R. Traini, Director, Employment Practices	
M. Ashley Schultze, Conductor/Engineer	

Member of the public present:

Holly Wells (Attorney, City of Whittier)

David Borg (Juneau Habormaster)

Scott Korbe (Whittier, Alaska)
John Springsteen, State Corporation Liaison
Office of the Governor

Kristin Erchinger (Whittier, Alaska)
Jim Hunt, (Whittier City Manager)

III. SAFETY BRIEFING

Mr. Covington discussed assessing risks and hazards as an important step towards planning for a safe day.

IV. CHAIR COMMENTS

Acting Chair Petry echoed Mr. Covington's safety remarks, stating the Board will continue supporting ARRC's mission of safety, service, and profitability.

V. ADOPTION OF AGENDA

Director Binkley moved to adopt the amended agenda, and Director Dinsmore seconded the motion. The amended agenda was unanimously approved. The meeting agenda was amended after it was publically posted, but before the meeting.

VI. CONFLICT OF INTEREST DISCLOSURES

No member stated any conflict of interest.

VII. ADOPTION OF MINUTES

Director Binkley moved to approve both the Regular Board Meeting minutes of November 15, 2022, and the Special Board Meeting minutes of January 17, 2023. Director Dinsmore seconded the motion. Both sets of meeting minutes were unanimously approved, as presented.

VIII. OPPORTUNITY FOR PUBLIC COMMENT/STAFF/DIRECTORS

Conductor/Engineer Chad Frank commented on employee morale, retention, and hiring practices, and distributed a memo summarizing his background and thoughts. He discussed the quality of recent applicants, retention concerns, and what he sees as an engineer staffing crisis. Mr. Frank also commented on ARRC's pension plan, and his desire to see changes.

Acting Chair Petry offered some comments in response relating to pension plans and the labor shortages experienced by all industries across the nation.

IX. BRIEFING ITEMS

A. Public Briefings

1. CEO Update

Mr. O'Leary shared that the Seward passenger dock replacement project is still in development. He stated that he and Christy Terry met with a representative from Senator Sullivan's office to discuss the Northern Rail Extension (NRE) and provide an overview of ARRC. Mr. O'Leary noted ARRC is working to finalize year-end 2022 financials. He said that this winter season has been eventful, noting that weather conditions have been very challenging, and acknowledged how hard railroad employees have worked to restore normalcy safely and efficiently. Mr. O'Leary said that the Denali Star mid-week passenger train service between Anchorage and Fairbanks begins in mid-February, and that the annual financial audit is ongoing, with the results to be presented at the March meeting. He concluded his update with a recap of the consent agenda items recommended for Board approval.

2. Safety Update

Mr. Covington stated that the 2022 safety incident data is steadily trending down as compared to 2021, although there were some incidents late in the year. He said that during 2022, ARRC had three reportable incidents, no reportable derailments, one grade crossing incident, one trespasser casualties, and an FRA casualty rate of 4.6. Mr. Covington noted that ARRC did not meet its goals for reportable casualties, lost time incidents, the reportable FRA rate, and passenger casualties. Commissioner Sande asked for a 10-year trend data for safety incidents be provided.

Mr. Covington stated that Transportation, Mechanical, and Maintenance of Way have the highest number of incidents. Mr. Hopp noted that there has been increased reportable hearing loss than in previous years. Acting Chair Petry asked if injuries appear to stem from lack of training. Mr. Covington responded that in some cases, lack of training could be a contributing factor. He said the Safety Department has begun evaluating whether experience on the job and/or training are factors.

3. Business Report

Ms. Maddox presented the year-to-date financials through November 2022, and the forecast through December 2022 as well as some preliminary 2023 topics. She said the year-to-date net income of \$16.1 million exceeds revised budget by \$4.5 million. Highlights of Ms. Maddox presentation included:

- Freight revenue exceeded original budget by \$2.4 million with the intermodal freight business lines outperforming original budget. Year-end freight revenue reflected \$12.3 million higher than original budget.

- Passenger revenue out-performed revised budget by \$5.9 million. This is due to much higher than expected demand for ARRC’s Denali Star trains, which came in 33 percent over revised budget.
- Operating expenses came in over original budget by \$4.5 million. This reflects higher than budgeted operating expenses such as fuel, supplies and contracted services related to increased passenger business.
- Real Estate net revenue underperformed original budget by \$0.3 million. This was primarily due to the underperformance of the Seward Passenger Dock.
- As of November 30, 2022, ARRC’s cash balance (excluding FTA bonds) was \$86 million, recourse debt was \$6.3 million, and net working capital was \$108.5 million. FTA bonds are still on schedule to mature and payout in 2023. Ms. Maddox stated the ARRC has a very conservative balance sheet and it continues to maintain strong liquidity.
- Labor and Benefits expenses are forecast to decrease by \$6.5 million due to the funded status of the pension and healthcare trust accounts.
- Forecasted net income through December 2022 is \$50.2 million, which is \$30.4 million higher than original budget. An \$8.2 million increase in ARPA grant revenue is expected. ARRC 2022 performance reflects that the targeted financial strategic plan goals will be met.

B. Committee Reports

1. Real Estate Committee

Director Binkley stated that the Real Estate Committee met on January 24, 2023, and all Board Members except Board Chair Shively were present. Mr. Kubitz noted that no items were on the meeting agenda for Board approval. He stated that leasing property maintains a consistent revenue stream for the Railroad, and noted that ARRC must get approval from the Legislature to sell any of its property.

2. Executive Committee

Mr. O’Leary said the Executive Committee met on January 12 and January 24, noting the confidential meeting notes were included in Board materials. He said that the discussions primarily surrounded the items listed under the Consent Agenda.

X. NEW BUSINESS

C. Executive Session Briefings

Director Dinsmore moved to have the Board recess to Executive Session to discuss the listed Executive Session agenda items. Director Reeves seconded the motion. There

was no further discussion or objection. The motion was approved and the Board convened to Executive Session at 10:11 a.m. The following items were discussed in Executive Session:

1. Contracts, Claims, Litigation, Personnel and Financial Matters
2. Legislative Strategy
3. Seward Passenger Dock Update
4. Business Development Report

Mr. Springsteen was present for the Business Development Report presentation only. Acting Chair Petry called the Regular Board Meeting back to order at 1:23 p.m.

D. Adoption of Consent Agenda

Acting Chair Petry requested Ms. Mergens read all five items listed under the Consent Agenda. Director Binkley made a motion to adopt the listed items under the Consent Agenda. Director Dinsmore seconded the motion. There was no further discussion or objections and the following five items were all approved:

1. Resolution No. 2023-01 - Relating to Renewal of Self Insurance and Operating Lines of Credit
2. Resolution No. 2023-02 - Relating to Approval of Appointment of Chairperson for Tax Deferred Savings and Pension Committee, Non-Represented Tax Deferred Savings Committee, 457 Deferred Compensation Committee and Post-Retirement Health Care Trust Committee
3. Resolution No. 2023-03 - Relating to Appointment to Tax Deferred Savings and Pension Committee, Non-Represented tax Deferred Savings Committee, 457 Deferred Compensation Committee and Post-Retirement Health Care Trust Committee
4. Resolution No. 2023-04 - Relating to Approval of Appointment of Labor Member of the Pension and Represented 401(k) Tax Deferred Savings Committee
5. Resolution No. 2023-05 – Relating to Approval of Compensation for Newly Appointed Chief Financial Officer

E. Action Item

1. Resolution No. 2023-06 – Relating to an Authorization for the Corporation to Take Necessary and Appropriate Steps to Prepare for the Issuance of Additional Bonds to Finance all or a portion of the Seward Passenger Dock Project

Mr. O’Leary explained that this resolution is for approval to go to the legislature to request additional authorization to issue tax-exempt bonds in support of the Seward Passenger Dock Project. He said the request would be for an additional \$90 million for a total authorization of \$150 million. General discussion ensued.

Director Dinsmore moved to approve Resolution No. 2023-06 followed by Commissioner Sande’s second. The action item was unanimously approved as presented.

XI. OPPORTUNITY FOR PUBLIC COMMENT/STAFF/DIRECTORS

Director Reeves stated he would like to reevaluate and revisit a railroad extension to Delta Junction. Commissioner Anderson noted that the Department of Transportation has been approached about an extension as well. Acting Chair Petry expressed her appreciation to both staff and Board Members for committing their time and expertise to ARRC's mission.

XII. ADJOURNMENT

Director Dinsmore moved to adjourn, and Commissioner Anderson seconded the motion. The meeting adjourned at 1:49 p.m.

IX. BRIEFING ITEMS

A. PUBLIC BRIEFINGS

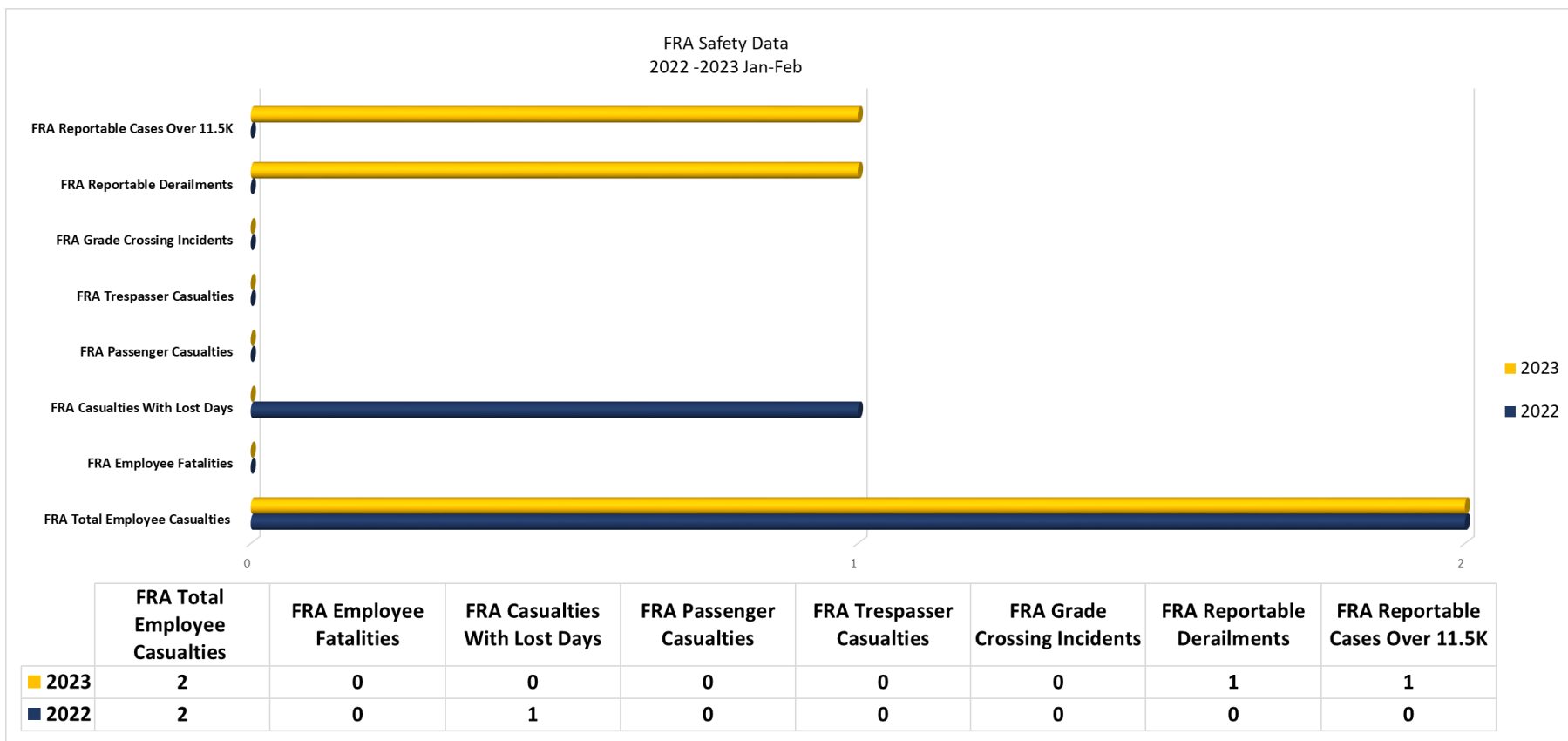
ITEM 1: CEO Update

**Update will be verbally presented
at the Board Meeting**

ARRC Safety Update - March 30 2023 Bd Mtg



Safety Report



	FRA Casualty Rate	Lost Time Rate	Lost Work Days	Restricted Work Days
2022	1.9	1.0	010	004
2023	1.8	0.0	000	007

*FRA Casualty Rate = FRA Reportable Injuries (regardless of lost time) x 200,000 divided by total hours worked.

Lost Time Rate =Lost Time Cases x 200,000 divided by total hours worked

IX. BRIEFING ITEMS

A. PUBLIC BRIEFINGS

ITEM 3: 2022 Financial Audit

Materials will be published and shared

By March 29, 2023.

2023 March 21 RE Committee Notes FINAL



Alaska Railroad Corporation Board of Directors Real Estate Committee Notes

Date: March 21, 2023
Time: 9:00 a.m.
Location: Virtual Zoom Meeting

Board Members:

John Binkley, Committee Chair
John Shively, Committee member – excused
John Reeves, Committee Member
Judy Petry, Committee Member
TJ Dinsmore, Committee Member
Commissioner Ryan Anderson, Committee Member
Commissioner Julie Sande, Committee Member – excused

Staff:

Jim Kubitz, Andy Donovan, Kristen Gratrix, Shane Maloney, Daniel Anunciacion, Christy Terry, Andy Behrend, Jennifer Mergens, Bill O'Leary, Clark Hopp, Dale Wade, Brian Lindamood, Lorine Hall, Michelle Maddox, LaFewt Knox

John Springsteen – Development Advisor, Governor's office

Customer Communications:

Committee Chair Binkley called the meeting to order at 9:07 a.m. and asked Mr. Kubitz to proceed with agenda items.

Mr. Kubitz shared that staff is receiving inquiries from customers for additional space both for land and existing buildings.

Mr. Kubitz stated that he would be meeting with representatives of Government Hill later in the week to discuss possible repurposing of the former Tesoro lease property.

Contracts to be presented to the Board of Directors for consideration:

Contract No. 20870- Harbor 360, LLC -Seward

Mr. Kubitz reminded the group of several leases that Mr. Tougas, the owner of Harbor 360 has at the waterfront of Seward. Mr. Tougas has acquired the lease of the premises where the property known as the Train Wreck is located and has requested to consolidate his existing three leases and additional tidelands under a single ground

lease. Mr. Tougas' planned site development includes the improvement of customer access to his tour boat business and removal of train cars from the property. The original lease term public noticed for the consolidated lease was 35 years; however, the proposed term has been changed to 50 years. The public notice was amended to expire April 21, after the March Board meeting.

Committee Chair Binkley confirmed that in prior similar circumstances the Board has approved leases before the close of the public notice period, subject to the receipt of no negative comments. If negative comments are received, the lease would have to be resubmitted to the Board at a later meeting for further consideration.

Contract No. 20876- Winklmann, John & Patricia – Healy

Mr. Kubitz shared that the Winklmann's have lived in their residence in Healy for a number of years. The Winklmann's lease has expired and they have applied for a new 35-year lease.

Contract No. 20883 – MRT, Inc - Anchorage

Mr. Kubitz shared that the customer, a current lessee, owns a snow removal and excavating business and has a large facility on Post Road. A new 35-year lease has been requested.

Contract No. 20889- Atlas Tower 1, LLC – ROW MP 11.4

Mr. Kubitz reminded the group of a previous application for a cell tower agreement that had been approved for the location known as Divide; however, that contract was never executed by the original applicant. A new company has applied for a cell tower agreement with the same design at the same location in the ARRC ROW. The proposed agreement will protect ARRC's ability to modify its operations in the ROW.

Briefing / Update

Anchorage

C.V. Wells – 319 Ship Creek Avenue

This matter relates to the potential purchase of a building by ARRC. Mr. Kubitz reminded the group of the zoning requirements of the Ship Creek Planned Community District that were implemented subsequent to the execution of the current lease for the site where the building is located. The building is a warehouse and is not consistent with a pedestrian/visitor type use such as those allowed under the current zoning. The lessee, whose lease is nearing expiration, has approached ARRC about purchasing the building. We have issued a conditional letter of intent related to a purchase and will be pursuing due diligence. Any purchase of the building by ARRC is subject to and conditioned upon Board approval, which maybe sought at the June Board meeting.

Committee Chair Binkley noted that ARRC's past practice has shown that purchasing buildings with a remaining useful life constitutes a good use of capital.

Enstar/Alaska Pipeline – consent to assign

Mr. Kubitz shared that consents to assignment has been executed for the contracts with Enstar and Alaska Pipeline Company, which are in the process of being purchased.

Fish Creek Trail

Mr. Lindamood shared that field work is anticipated this summer on the proposed Fish Creek Trail project.

Sheffield Depot

Sea Life Soiree

Mr. Kubitz shared that the Sea Life Center Soiree was held at the Sheffield Depot a couple of weeks prior and was a successful event.

Premier Alaska Tours Training

Mr. Kubitz shared that Premier Alaska Tours leases the Sheffield Depot for training. Mr. Kubitz also reminded the group that cruise trains use the Depot during the summer.

Fur Rondy

Mr. Kubitz shared that Fur Rondy had just wrapped up. The snow sculptures had cooperative weather. The Fur Rondy event includes the model railroad display in the Historic Depot, the snow sculptures and firework events on Railroad property.

Whittier

Mass Excavation

Mr. Kubitz provided a brief history of Mass Excavation's gravel extraction permit in Whittier and Turnagain Marine's desire to use the gravel site. Mass Ex and Turnagain Marine have not finalized an agreement to date.

Head of Bay Project Update - Rail Improvements

Mr. Lindamood shared that he had provided Huna Totem and the DOT information regarding the development of rail in conjunction with Huna Totem's Head of the Bay project. A meeting of parties interested in the project occurred recently, and another meeting of the same parties is scheduled for April 25. At this time having rail service in place by the 2024 season is not feasible.

Ms. Terry stated that the City of Whittier had a resolution on the agenda for tonight's City Council meeting; however, that meeting has been canceled due to weather and illness and has not yet been rescheduled.

Fairbanks

Fairbanks Yard Water Service

Mr. Kubitz shared that the Fairbanks waterline project would be completed this summer. He noted that Golden Heart utility has been very good to work with on this project. Director Dinsmore inquired about the current service. Mr. Maloney confirmed that we have been supplying personal use water to our facilities at the Yard, and that the utility company is in communication with emergency response services with respect to fire suppression needs.

Sourdough Properties

Mr. Kubitz stated that Sourdough Properties has requested an assignment in recognition of name change for their lease to 600 Driveway Street.

General Tree and Shrub Clearing

Mr. Kubitz shared that he has funds in his budget for some shrubbing and clearing work in Chena Landings and some other locations in Fairbanks this year.

Chair Binkley confirmed no questions or additional input by Board Members and adjourned the meeting at 9:37 a.m.

IX. BRIEFING ITEMS

B. COMMITTEE REPORTS

2. Executive Committee

3. Safety Committee

**4. Audit Committee - meet on Wednesday,
March 29, 2023.**

**Committee Reports are Confidential and are
provided to board and staff members only.**

**ARRC BOARD OF DIRECTORS MEETING
EXECUTIVE SESSION AGENDA**

X. NEW BUSINESS

C. Executive Session Briefings

Thursday, March 30, 2023

1. Contracts, Claims, Litigation, Personnel and Financial Matters
2. Legislative Strategy
3. Seward Passenger Dock Project

All Matters Are Confidential. All Members of the Public will be moved into a private waiting room to be rejoined at the completion of Executive Session.

X. NEW BUSINESS

D. Adoption of Consent Agenda

- 1. Resolution No. 2023-07 – Relating to Approval of the 2022 Financial Annual Report**
- 2. Resolution No. 2023-08 – Relating to Approval of the Restatement of the Alaska Railroad Corporation Pension Plan**
- 3. Resolution No. 2023-09 – Relating to Support for Completion of the Northern Rail Extension**
- 4. Resolution No. 2023-10 – Relating to Upgrade and Maintenance of Fairbanks Reserve Industry B Track (AFE No. 11162)**
- 5. Resolution No. 2023-11 – TSA Cybersecurity Directive Projects (AFE No. 11163)**
- 6. Resolution No. 2023-12 – Relating to Appointment to Tax Deferred Savings and Pension Committee, Non-Represented Tax Deferred Savings Committee, 457 Deferred Compensation Committee**
- 7. Resolution No. 2023-13 – Relating to Appointment to the Health Care Trust Committee**
- 8. Contract Lease No. 20870 - Harbor 360, LLC (Seward)**
- 9. Contract Lease No. 20883 – MRT, Inc. (Anchorage)**
- 10. Contract No. 20876 – Winklmann, John and Patricia (Healy)**
- 11. Contract No. 20889 - Atlas Tower 1, LLC. (MP 11.4)**

Adopted:

Resolution No. 2023-07

Relating to Approval of the 2022
Financial Annual Report

WHEREAS, pursuant to AS.42.40.260, the Alaska Railroad Corporation (ARRC) is required to publish an annual report within 90 days following the end of the fiscal year which describes the operations and financial condition of the corporation during the preceding fiscal year; and

WHEREAS, ARRC Management has prepared a draft of the annual report for 2022 which has been audited by KPMG, LLC, the corporation's independent external audit firm; and

WHEREAS, the ARRC Board of Directors has reviewed the draft 2022 annual report attached hereto.

NOW THEREFORE BE IT RESOLVED, that the ARRC Board of Directors hereby approves the annual report attached hereto and directs the President & CEO or his designee to publish said report which shall be titled the "2022 Annual Report for the Alaska Railroad Corporation."

Adopted:

Resolution No. 2023-08

Relating to Approval of the Restatement of the
Alaska Railroad Corporation Pension Plan

WHEREAS, the Alaska Railroad Corporation (“ARRC”) sponsors the Alaska Railroad Corporation Pension Plan (the “Plan”); and

WHEREAS, Section 10.1 of the Plan provides for amendment of the Plan; and

WHEREAS, the Plan was adopted effective September 1, 1985; and

WHEREAS, the Plan was last amended and restated January 1, 2016, and subsequently amended six times; and

WHEREAS, adoption of the amendment and restatement of the Plan requires the approval of the ARRC Board of Directors; and

WHEREAS, the provisions of the first through sixth amendments to the 2016 restatement are integrated into the text of the Plan.

WHEREAS, the restatement includes revisions to use gender-neutral language throughout the Plan.

WHEREAS, Section 1.5 Beneficiary was rephrased to specifically incorporate administrative practices and to clarify terms.

WHEREAS, Section 1.13(b) Disabled was changed to remove the language regarding working in another capacity with the Railroad which would pay at least 80% of annualized earnings. As revised, the requirement is that the participant is unable to work in the most recent position with the Railroad.

WHEREAS, Section 1.13(c) Disabled was changed to make explicit the potential delegation of authority to determine if a participant is “Disabled” to a third party organization in accordance with current practice.

WHEREAS, Section 1.13 Disabled includes a special effective date that is generally prospective for disability determinations made on or after January 1, 2023.

WHEREAS, Section 1.27 Participant was revised to remove the sentence indicating that a nonvested participant is no longer a participant upon Termination, because such participant will have a contribution account and will be a participant until the participant has received a return of contributions under Section 12.4.

WHEREAS, Section 3.3 Deferred Retirement Date was updated to remove the detailed language around age 70½ distributions and replaced it with a reference to Section 5.3, where required minimum distributions are addressed.

WHEREAS, Section 4.5 Reemployment was updated to move terms that were previously in Article VII Vesting to this section. Specific changes were made to (i) subsection (a) Participant Commenced Retirement Benefits for clarity, including specifically addressing the inclusion of post- and pre-rehire Earnings and adding a sentence explicitly stating that if the calculation results in no post-rehire benefits, then no return of contributions will be payable; and, (ii) subsection (b) Participant Received Distribution of Contributions to cover the circumstance where a participant receives a distribution of contributions under Section 12.4 and is then rehired. This topic was previously covered in Section 7.3.

WHEREAS, Section 5.2 Automatic Form of Benefit was modified to be consistent with existing Plan language indicating that a participant may not elect a joint annuitant who is not the participant's spouse.

WHEREAS, Section 5.3 Limitations on Payments was renamed "Required Minimum Distributions" and the language therein was updated to remove the specific reference to age 70½, so that the Plan will apply the required minimum distribution provisions of Code Section 401(a)(9) and the current statutory applicable age, as modified from time to time,

WHEREAS, Section 5.4 Benefit Notice, Benefit Election and Consent Requirements, was updated in subsection (a)(v) to refer to the required beginning date in Section 5.3, and subsection (b) Benefit Election changed the validity period for a benefit election package from 90 days to 180 days effective for benefit notices provided on or after March 1, 2023 or as soon as administratively practicable thereafter.

WHEREAS, Section 5.5 Directed Rollovers was updated to remove reference to the specific age 70½ due to the law changes in the statutory applicable age.

WHEREAS, Section 6.1 Pre-Retirement Death Benefit for Surviving Spouse is revised to include a new subsection (e) Make-Up Payments to address make-up payments for surviving spouses, and we deleted prior subsection (e) Non-Spouse Beneficiaries as distributions of contributions is addressed in Section 12.3.

WHEREAS, prior Section 7.2 Termination Prior to Vesting and 7.3 Termination and Reemployment were deleted, and subsequent sections renumbered. The terms addressing reemployment after receiving a distribution of contributions was moved to Section 4.5 Reemployment as noted above.

WHEREAS, Section 7.3 Refund of Contributions was added to clarify that employee contributions are not subject to the vesting schedule.

WHEREAS, Section 9.5 Commencement of Benefit was changed to remove the reference to age 70½ as the required minimum distributions are covered in Section 5.3, and the reference to "died" because a participant who dies is also terminated.

WHEREAS, Section 9.7 Plan Administration – Miscellaneous is changed as follows:

- a. Subsection (k) Responsibility to Advise Committee of Current Address is updated to reflect administrative practice, regulatory guidance, and specifically authorizing the Committee to establish reasonable procedures for addressing missing participants.
- b. Subsection (l) Uncashed Checks modifies the language previously in subsection (n) to describe the Plan's process for addressing uncashed checks.
- c. Subsection (m) Notices to Participants and Surviving Spouses incorporates a new sentence indicating that the Committee may establish procedures for electronic delivery. This does not require the Committee to take such action.

WHEREAS, Section 9.8 Domestic Relations Orders subsection (j) is revised to remove the title of the QDRO procedure document and add a specific plan reference to the supporting documentation required under the Plan's QDRO procedures.

WHEREAS, Section 11.2 Trust for Exclusive Benefit of Participants is changed to remove a historic reference and include a reference to applicable law given restrictions on recovering or offsetting retirement plan overpayments that were included in the 2023 Consolidated Appropriations Act (SECURE 2.0).

WHEREAS, Section 12.3 Death Benefits is revised to clarify and amplify provisions related to distribution of employee contributions, to address administrative situations, and to clearly align Plan terms with administrative practice.

WHEREAS, Section 12.4 Refund Prior to Retirement includes a new sentence to clarify that interest is calculated through the first day of the month preceding the date of distribution.

NOW, THEREFORE, BE IT RESOLVED that the ARRC Board of Directors has reviewed the proposed changes to the Plan described in the Memorandum attached hereto as Exhibit A and hereby approves the 2023 Restatement of the Plan substantially in the form of the Plan Document attached hereto as Exhibit B generally effective as of January 1, 2023.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the ARRC Board of Directors hereby directs and authorizes the President and Chief Executive Officer, or their designee, to take such actions as are reasonably necessary to:

- (a) Execute the restated Alaska Railroad Corporation Pension Plan, substantially in the form of Exhibit B attached hereto;
- (b) Execute any and all other documents as he deems necessary or desirable to carry

out the foregoing resolution;

- (c) Take such actions as he deems necessary or desirable to effectuate the intent of this resolution and to meet statutory, regulatory or contractual requirements; and
- (d) Certify this resolution to any necessary person, corporation or governmental entity.

This is to certify that I am the Secretary of the Board of Directors of the Alaska Railroad Corporation, and the above Resolution No. 2023-08 is a true and correct copy of the resolution adopted by the Alaska Railroad Corporation's Board of Directors at its regular board meeting on March 30, 2023.

Date _____

Jennifer Mergens
Board Secretary

Corporate Seal

Date: March 15, 2023
To: Bill O’Leary, President and CEO
From: Theresa MacLeod, Manager, Retirement Plans *TAM*
Subject: Restatement of the Corporation Pension Plan

The Corporation Pension Plan Document is being amended and restated to accomplish numerous updates. The Plan was last amended and restated January 1, 2016, and subsequently amended six times. This restatement integrates all six prior amendments into the Plan and also incorporates the following changes which require Board approval:

Disabled – The definition was revised to remove the language regarding “working in another capacity” at the Railroad which would pay at least 80% of annualized earnings. As revised, the criteria is that the participant is unable to work in their most recent position with the Railroad. Furthermore, the Disabled definition was updated to clarify the delegation of authority to determine if a participant is disabled to a third party organization. Lastly, the Disabled definition includes a special effective date that is prospective for disability determinations made on or after January 1, 2023.

Benefit Notice, Benefit Election and Consent Requirements – the “validity period” for a benefit election package was changed from 90 days to 180 days, effective for benefit notices provided on or after March 1, 2023. This revision provides the applicants additional time to obtain and submit required documents and retain their requested benefit commencement date.

Required Minimum Distributions – This language was updated in four sections to remove the specific reference to Age 70 ½ so that the Plan will apply the required minimum distribution provisions of Code Section 401(a)(9) and the current statutory applicable age, as modified from time to time. This update alleviates the requirement that the Plan be amended each time the RMD age changes.

This restatement also integrates the following revisions to incorporate various administrative practices and clarifications, most notably:

Participant – The definition was revised to remove the sentence indicating that a non-vested participant is no longer a participant upon Termination because the individual would still be considered a participant until they have received a return of their pension contributions.

Participant Commenced Retirement Benefits – This provision was clarified to address the inclusion of post- and pre-rehire Earnings and a sentence was added to explicitly state that if the calculation results in no post-rehire benefits then no return of pension contributions will be payable. This clarification addresses the Plan’s Return-to-work Retiree recalculation.

Participant Received Distribution of Contributions – This was updated to cover the circumstance where a participant receives a Refund of Contributions and then is rehired.

Automatic Form of Benefit – This was modified to be consistent with existing Plan language indicating that a participant may not elect a joint annuitant who is not the participant’s spouse.

Pre-Retirement Death Benefit for Surviving Spouse – This provision was revised to include a new subsection to address make-up payments for surviving spouses to allow them time to obtain the death certificate and other required documents and elect, if they choose, to commence their death benefit the first of the month following the participant’s death.

Refund of Contributions – This section was added to clarify that employee contributions are not subject to the vesting schedule, i.e., lump-sum distributions.

Domestic Relations Orders – This subsection was revised to remove the title of the QDRO Procedure document and add a reference to the supporting documentation required under the Plan’s QDRO Procedures.

Trust for Exclusive Benefit of Participants – This was changed to remove a historic reference and include a reference to applicable law given restrictions on recovering or offsetting retirement plan overpayments that were included in the 2023 Consolidated Appropriations Act (SECURE Act 2.0).

Refund Prior to Retirement – This section includes a new sentence to clarify that interest is calculated through the first day of the month *preceding* the date of distribution.

Please let me know if you have any questions.

Alaska Railroad Corporation Pension Plan
Amended and Restated
Effective January 1, 2023

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PREAMBLE

THIS RETIREMENT PLAN (hereinafter referred to as the “Plan” and known as the Alaska Railroad Corporation Pension Plan) is amended and restated effective January 1, 2023, by Alaska Railroad Corporation (hereinafter the “Railroad”).

WHEREAS, the Plan was adopted effective September 1, 1985; and

WHEREAS, the purpose of the Plan is to provide retirement benefits to employees who become covered under the Plan; and

WHEREAS, the Plan was last amended and restated January 1, 2016, and subsequently amended six times; and

WHEREAS, the Plan shall be maintained for the exclusive benefit of covered employees, and is intended to comply with the provisions of the Internal Revenue Code of 1986, as amended (“Code”), that apply to governmental plans, and other applicable law;

NOW, THEREFORE, effective January 1, 2023, the Railroad does hereby amend and restate the Plan as set forth in the following pages, except that any change required by federal law, including without limitation amendments to the Code, the Age Discrimination in Employment Act, as amended, and regulations or rulings issued pursuant thereto shall be effective on the latest date on which such change may become effective and comply with such laws unless otherwise specified herein.

ARTICLE I
DEFINITIONS

The following terms when used herein shall have the following meanings, unless a different meaning is plainly required by the context. Capitalized terms are used throughout the Plan text for terms defined by this and other sections.

1.1 Accrued Benefit

“Accrued Benefit” means on any date, the benefit determined under the formula specified in Section 4.1, as of such date, payable as of the Participant’s Normal Retirement Date in the form of a Single Life Annuity.

Notwithstanding any other Plan provision, a Participant’s Accrued Benefit shall not be less than such Participant’s Accrued Benefit on December 31, 2022.

1.2 Active Participant

“Active Participant” means a Participant who currently qualifies as an Eligible Employee.

1.3 Actuarially Equivalent

“Actuarially Equivalent” means (for purposes other than determining contributions to the Trust) that the present value of two payments or series of payments shall be of equal value when computed at a 7 percent rate of interest and on the basis of the 1984 Unisex Pension Mortality Table.

1.4 Affiliated Company

“Affiliated Company” means:

- (a) the Railroad;
- (b) any other corporation which is treated as a member of a controlled group of corporations which includes the Railroad (as defined in Code Section 414(b));
- (c) any other trade or business treated as under common control with the Railroad (as defined in Code Section 414(c));
- (d) any other entity treated as a member of an affiliated service group which includes the Railroad (as defined in Code Section 414(m)); and
- (e) any other business or entity that is treated as a single employer with the Railroad under Code Section 414(o).

1.5 Beneficiary

“Beneficiary” means the person or persons (who may be named contingently or successively) who survive the Participant and who are designated by the Participant to receive benefits upon the Participant’s death.

With respect to pre-retirement death benefits pursuant to Section 6.1 and the survivor annuity benefits under a Joint and Survivor Annuity form of payment permitted under Section 5.1(b), the Beneficiary is the Participant’s Spouse.

A married Participant who elects a Single Life Annuity with spousal consent pursuant to Section 5.2(a) may not designate a primary Beneficiary other than such Participant’s Spouse for the death benefit under Section 12.3 unless the Spouse consents, which consent must be notarized or witnessed by a Plan representative.

Each Beneficiary designation shall be in the form prescribed by the Committee, shall be effective only when made in accordance with the procedures established by the Committee, and shall revoke all prior designations by the same Participant with respect to the applicable benefit. A surviving Spouse cannot change the Participant’s Beneficiary designation.

If no designated Beneficiary survives the Participant or if the Committee cannot locate the designated Beneficiary within six months following the Participant’s death, the Committee may direct that payment of benefits which may be due be made as provided in Section 12.3.

1.6 Board

“Board” means the Board of Directors of the Railroad.

1.7 CEO

“CEO” means the Chief Executive Officer of the Railroad.

1.8 Code

“Code” means the Internal Revenue Code of 1986, as amended and including all regulations promulgated pursuant thereto. When reference is made to an incorrect or outdated Code provision, the reference shall be reformed to indicate the applicable Code provision that is consistent with the context and intended meaning.

1.9 Committee

“Committee” means the Tax Deferred Savings and Pension Committee as from time to time constituted and appointed by the Board to administer the Plan pursuant to Section 9.2.

1.10 Credited Service

“Credited Service” means the following Service after the Participant’s initial date specified in Appendix A, measured in years and fractions thereof, excluding Periods of Service forfeited due to a Period of Severance:

- (a) each pay period for which a Participant contributes at least \$.01 to the Plan pursuant to Section 12.1. In no event shall a Participant earn credit for more than one year of Credited Service for any Plan Year, except that a Participant may be credited with a maximum of 1.0385 years of Credited Service for a Plan Year that includes 27 pay days.
- (b) the unused sick leave that an Eligible Employee has accumulated at Termination, converted to Credited Service at a rate of one month of Credited Service for every 176 hours of accumulated sick leave.
- (c) nonsuccessive periods of Credited Service shall be aggregated to determine total Credited Service.

Notwithstanding the foregoing, if a Participant becomes covered under a collective bargaining agreement where Retirement Benefits were the subject of good faith bargaining but which does not provide for participation in the Plan, the Participant shall cease to accrue Credited Service during the period the Participant is covered under such bargaining agreement.

1.11 Deferred Retirement Benefit

“Deferred Retirement Benefit” has the meaning set forth in Section 4.4.

1.12 Deferred Retirement Date

“Deferred Retirement Date” has the meaning set forth in Section 3.3.

1.13 Disabled

“Disabled” means that an Employee who has not reached the Normal Retirement Date has a physical or mental condition which:

- (a) has existed at least six months and become fixed;
- (b) results from a bodily injury or disease or mental disorder which renders him or her unable to work in the Employee’s most recent position with the Railroad;
- (c) in the opinion of either a third party organization to whom the Committee has delegated authority to determine disability or a qualified physician appointed by

the Committee will be permanent and continuous during the remainder of the Participant's lifetime; and

- (d) did not result from the Employee engaging in a felonious criminal enterprise.

The changes in subsection (b) above are effective for disability determinations made on or after January 1, 2023. Determinations of whether a Participant is Disabled made or commenced prior to January 1, 2023, are subject to the terms of the Plan in effect at the date of the Participant's Termination.

1.14 Early Retirement Benefit

"Early Retirement Benefit" has the meaning set forth in Section 4.3.

1.15 Early Retirement Date

"Early Retirement Date" has the meaning set forth in Section 3.2.

1.16 Earnings

"Earnings" for each Plan Year means the Participant's pay earned while an Eligible Employee and received from an Employer on or after September 1, 1985, including amounts described in subsection (a) and excluding amounts described in subsection (b):

(a) Included Amounts

wages for straight time hours up to 80 per pay period (base pay for exempt Employees), including any wages paid in lieu of straight time for holidays, travel time, annual leave, sick leave, administrative leave, court leave, Union negotiation leave, military leave, reimbursed Union leave, guaranteed equivalent straight time pay in lieu of time worked, and shift differential, up to a total of 2,080 hours in each Plan Year which includes 26 pay days and 2,160 hours in each Plan Year which includes 27 pay days. For this purpose, wages include:

- (i) contributions to this Plan which are "picked up" pursuant to Code Section 414(h), and any Employee salary reduction contributions to any other benefit plan, such as under Code Sections 125, 401(k), 457(b) and 132(f); and
- (ii) differential wage payments for any period during which an Employee is performing services in the uniformed services while on active duty for a period of more than 30 days, to the extent required by Code Section 414(u)(12).

(b) Excluded Amounts

- (i) Employer contributions to benefit plans and cost-of-living allowances;
- (ii) accumulated unused sick leave or annual leave (vacation) cash-out upon Termination; or
- (iii) severance or release pay.

Notwithstanding the foregoing, an hour of overtime pay shall be considered to be the sum of one hour of straight time pay plus one-half hour of overtime pay for the purpose of applying the 80 straight time hour limit in Section 1.16(a).

Further, notwithstanding the foregoing, the annual Earnings during a Plan Year of each Participant taken into account in determining benefit accruals in any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted. Annual Earnings means Earnings during the Plan Year. In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual Earnings limit for Plan Years beginning before January 1, 2002, shall be as follows:

<u>Plan Year</u>	<u>Limit</u>
1996 and earlier	\$150,000
1997, 1998 and 1999	\$160,000
2000 and 2001	\$170,000

The Plan shall comply with Code Section 401(a)(17) and the regulations thereunder, and the \$200,000 limit on annual Earnings shall be adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B) to the maximum permissible dollar limitation permitted by the Code or the Commissioner of the Internal Revenue Service. For 2023, the limit is \$330,000.

1.17 Effective Date

“Effective Date” means September 1, 1985, the date the Employer adopted the Plan.

1.18 Eligible Employee

“Eligible Employee” means any Employee, except an Employee who is:

- (a) covered by the Civil Service Retirement System;
- (b) performing services for the Employer and is on the payroll of a third party leasing organization;

- (c) not treated by the Employer as an employee for payroll tax purposes, but who is subsequently determined by a government agency, by the conclusion or settlement of threatened or pending litigation, or otherwise to be (or to have been) a common law employee of the Employer;
- (d) covered under a collective bargaining agreement where retirement benefits were the subject of good faith bargaining, which does not provide for retirement benefits under this Plan;
- (e) a Special Services Employee; or
- (f) treated by the Employer as an Employee for federal payroll tax purposes solely because of services provided as a member of the Board and whose only pay from the Employer is pay for service on the Board.

An Employee who is a member of a Union shall not become an Eligible Employee until completion of the eligibility waiting period, if any, specified in Appendix A, pursuant to Section 2.1.

1.19 Employee

“Employee” means any person who is employed by an Employer as a common law employee determined from appropriate personnel records of the Employer and any Leased Employee who is considered an Employee of the Employer pursuant to Section 1.24.

1.20 Employer

“Employer” means the Railroad.

1.21 Employment Commencement Date

“Employment Commencement Date” means the date on which an Employee first completes an Hour of Service for the Employer during the current period of employment.

1.22 Final Average Earnings

“Final Average Earnings” means the highest average Earnings received by the Participant determined by adding together Earnings during any three consecutive Plan Year period during which the Employee is a Participant, divided by three, multiplied by 1/12. In the event the Eligible Employee has been a Participant for less than three consecutive Plan Years, the computation period shall be based upon (a) the most recent three Plan Years of employment (whether or not consecutive), or (b) the Participant’s total Credited Service, whichever is less. If total Credited Service is the lesser, the average shall be obtained by dividing the applicable Earnings by Credited Service.

1.23 Hour of Service

“Hour of Service” means each hour for which an Employee is paid or entitled to payment by the Employer.

For purposes of determining any eligibility waiting period, only straight time hours subject to retirement, as coded in the Railroad’s payroll records in accordance with the applicable collective bargaining agreement, shall be taken into account.

1.24 Leased Employee

“Leased Employee” means any person (other than an employee of the recipient) who pursuant to an agreement between the Employer and any other person (“leasing organization”) has performed services for the Employer (or for the recipient and related persons determined in accordance with Code Section 414(n)(6)) on a substantially full-time basis for a period of at least one year, and such services are performed under primary direction or control of the Employer. Contributions or benefits provided a Leased Employee by the leasing organization which 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 if: (a) such Leased Employee is covered by a money purchase pension plan providing: (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, as defined in Code Section 415(c)(3); (ii) immediate participation; and (iii) full and immediate vesting; and (b) Leased Employees do not constitute more than 20 percent of the Employer’s nonhighly compensated workforce.

1.25 Normal Retirement Benefit

“Normal Retirement Benefit” has the meaning set forth in Section 4.2.

1.26 Normal Retirement Date

“Normal Retirement Date” has the meaning set forth in Section 3.1.

1.27 Participant

“Participant” means any Eligible Employee who qualifies for participation pursuant to Section 2.1 or 2.2 and includes both Tier 1 Participants and Tier 2 Participants. A Participant shall cease to be a Participant when such Participant’s benefit payments from the Plan are completed.

1.28 Pension Starting Date

“Pension Starting Date” means (i) the first day of the month for which a Plan benefit is payable as an annuity, or (ii) in the case of a Plan benefit not payable in the form of an

annuity, the first day on which all events have occurred which entitle the Participant to such benefit.

1.29 Period of Service

“Period of Service” means the period of time commencing with the later of January 6, 1985 or the Employment Commencement Date and ending on the Severance From Service Date during which the individual is an Eligible Employee. Nonsuccessive periods are aggregated to determine the Employee’s total Period of Service. Periods of Service shall be credited as complete years and fractions thereof, determined using a reasonable and consistent methodology. For vesting purposes, an Employee’s Period of Service shall also include periods immediately following a period of employment as an Eligible Employee when the individual is not in Service due to Temporary Termination (unless already included above).

Notwithstanding the above, “Period of Service” for an Employee belonging to a collective bargaining unit which has entered into an agreement with the Employer where retirement benefits were the subject of good faith bargaining shall not include:

- (a) any eligibility waiting period of employment defined pursuant to the applicable collective bargaining agreement, if any, for purposes of participation in the Plan, and any period during which the Employee is Terminated prior to completion of such eligibility waiting period;
- (b) periods of layoff; or
- (c) effective only during 1985 and 1986, periods during which the Employee is Terminated.

1.30 Period of Severance

“Period of Severance” means the period of time commencing on the Severance From Service Date and ending on the date the Employee again performs an Hour of Service for the Employer.

1.31 Plan

“Plan” means the Alaska Railroad Corporation Pension Plan either in its previous or present form or as amended from time to time.

1.32 Plan Administrator

“Plan Administrator” means the Committee as set forth in Section 9.1.

1.33 Plan Year

“Plan Year” means the 12-month period commencing each January 1 and ending each December 31. The initial Plan Year was a short year commencing on the Effective Date and ending December 31, 1985.

1.34 Qualified Domestic Relations Order or QDRO

“Qualified Domestic Relations Order” or “QDRO” means a qualified domestic relations order, as defined in and satisfying the requirements of Code Section 414(p), as determined by the Committee.

1.35 Railroad

“Railroad” means Alaska Railroad Corporation, an Alaska public corporation.

1.36 Retirement Benefit

“Retirement Benefit” means the Normal Retirement Benefit, Early Retirement Benefit or Deferred Retirement Benefit.

1.37 Retirement Date

“Retirement Date” for a Participant shall be one of the dates, specified in Section 3.1, 3.2 or 3.3, on which benefits are to commence. If a Participant retires and is subsequently rehired, such Participant shall have an additional Retirement Date following the Participant’s subsequent Termination, on which benefits earned during the period of rehire commence, pursuant to Section 4.5(a).

1.38 Service

“Service” means periods for which an Employee is paid or entitled to payment for the performance of duties for the Employer. Initial dates for Service are specified in Appendix A.

1.39 Severance From Service Date

“Severance From Service Date” means the earlier of the date on which an Employee quits, retires, is discharged or dies and is no longer employed by an Affiliated Company. An Employee who is not in Service for any other reason shall have a Severance From Service Date on the earlier of the first anniversary of the initial date of absence or the date the Employee quits, retires, is discharged, or dies, except that the Severance From Service Date shall occur on the date specified in the collective bargaining agreement that applies to the Employee, if any.

1.40 Special Services Employee

“Special Services Employee” means an Employee, including without limitation, a student Employee, who is hired in a nonrepresented capacity:

- (a) to perform a specific job for a specific duration of time, or
- (b) to perform work normally done by a bargaining unit Employee where the employment of the Employee does not violate the collective bargaining agreement articles of layoff, recall, subcontracting, or status of employment.

1.41 Spouse

“Spouse” means an individual who is legally married to a Participant as determined under federal law and who is treated as a spouse under the Code. To the extent required by a QDRO, a former Spouse shall be treated as a surviving Spouse.

1.42 Temporary Termination

“Temporary Termination” means a period during which an Employee is not in Service if the Employee is rehired and in Service within one year from the initial date of absence.

1.43 Terminate; Terminated; Termination

“Terminate” means to incur a Severance From Service Date.

1.44 Tier 1 Participant

“Tier 1 Participant” means a Participant who is not a Tier 2 Participant. An individual who is a Tier 1 Participant at any time shall never become a Tier 2 Participant.

1.45 Tier 2 Participant

“Tier 2 Participant” means a Participant who is described in one of the following categories:

- (a) a Participant who first became an Employee on or after July 1, 2015, and who on the first day of employment as an Employee is not a Union Participant;
- (b) a Participant who first became an Employee on or after July 1, 2015, and who on the first day of employment as an Employee is a Union Participant who is covered under The Alaska Railroad Workers/American Federation of Government Employees, AFL/CIO, Local 183 (“ARW”) collective bargaining agreement;
- (c) a Participant who first became an Employee on or after July 1, 2015, and who on the first day of employment as an Employee is a Union Participant who is covered

under the Carmen’s Division of Transportation, Communication International Union, Lodge No. 6067, AFL/CIO, CLC (“TCU”) collective bargaining agreement;

- (d) a Participant who first became an Employee on or after March 4, 2016, and who on the first day of employment as an Employee is a Union Participant who is covered under the United Transportation Union, Local 1626, AFL/CIO (“UTU”) collective bargaining agreement;
- (e) a Participant who first became an Employee on or after April 26, 2016, and who on the first day of employment as an Employee is a Union Participant who is covered under the Teamsters Union Local 959 of the International Brotherhood of Teamsters (“IBT”) collective bargaining agreement; or
- (f) a Participant who first became an Employee on or after June 28, 2019, and who on the first day of employment as an Employee is a Union Participant who is covered under the American Train Dispatchers Association (“ATDA”) collective bargaining agreement.

In the event a Tier 2 Participant later transfers to a position covered by a Union, where new hires who are covered members of such Union are not defined as a “Tier 2 Participant” as of the date of such transfer, such individual shall cease to be a Tier 2 Participant and shall become a Tier 1 Participant, upon the date of transfer.

1.46 Trust or Trust Fund

“Trust” or “Trust Fund” means the trust fund into which shall be paid all contributions and from which all benefits shall be paid under this Plan.

1.47 Trustee

“Trustee” means the trustee or trustees who receive, hold, invest, and disburse the assets of the Trust in accordance with the terms and provisions set forth in a trust agreement.

1.48 Union

“Union” means the unions listed in Appendix A to the Plan, which have bargained in good faith to have their members become Participants in this Plan.

1.49 Union Participant

“Union Participant” means a Tier 1 Participant or a Tier 2 Participant who is a member of a Union.

1.50 Additional Definitions in Plan

The following terms are defined in the following sections of the Plan:

	<u>Section</u>
Account	12.1
Benefit Notice	5.4(a)
Eligible Retirement Plan	5.5(a)
Investment Manager.....	11.4(c)
Joint and Survivor Annuity	5.1(b)
Order	9.8
Other Income	6.2(c)
Single Life Annuity.....	5.1(a)

ARTICLE II
PARTICIPATION

2.1 Eligibility for Participation

Each Eligible Employee who is not a member of a Union shall become a Participant on the later of the Effective Date and the date the individual becomes an Eligible Employee.

Each Eligible Employee who is a member of a Union shall become a Union Participant on the later of the Effective Date and the first day of the first pay period following the date the individual satisfies the applicable eligibility waiting period listed in Appendix A. If the eligibility waiting period is zero days of employment, an Eligible Employee shall become a Union Participant on the day such Eligible Employee first completes an Hour of Service.

Service prior to Termination shall be disregarded for purposes of satisfying the eligibility waiting period following rehire.

2.2 Reemployment After Termination

(a) Non-union

Upon the reemployment of a Terminated former Employee as an Eligible Employee who is not a member of a Union, such Eligible Employee will resume active participation upon completing one Hour of Service.

(b) Union

Upon reemployment of a Terminated former Employee as an Eligible Employee who is a member of a Union, such Eligible Employee must satisfy the applicable eligibility waiting period specified in Appendix A in accordance with Section 2.1, taking into account only periods of employment after the date of reemployment, prior to commencing or resuming active participation in the Plan.

ARTICLE III

RETIREMENT DATES

3.1 Normal Retirement Date

The Normal Retirement Date for a Tier 1 Participant shall be the first day of the month coinciding with or next following the attainment of age 62 and the earlier of completion of a five-year Period of Service or the tenth anniversary of the date on which such Participant first completed an Hour of Service.

The Normal Retirement Date for a Tier 2 Participant shall be the first day of the month coinciding with or next following the attainment of age 65 and the earlier of completion of a five-year Period of Service or the tenth anniversary of the date on which such Participant first completed an Hour of Service.

A Participant who Terminates on or before such Participant's Normal Retirement Date with a vested Accrued Benefit shall receive benefits as of Normal Retirement Date, unless:

- (a) benefit commencement is delayed under Section 9.5(b);
- (b) such Participant qualifies for and elects to receive benefits at an Early Retirement Date; or
- (c) such Participant has received a lump sum distribution pursuant to Section 9.7(c).

In the event benefits do not commence until after the Participant's Normal Retirement Date due to Plan administrative procedures, a retroactive make-up payment shall be made for missed payments after the Normal Retirement Date, but such make-up payment shall not include any interest adjustment.

Notwithstanding the foregoing, a Participant may elect to commence benefits at a date later than the Normal Retirement Date, which is not later than the deadline for commencing payments under Section 5.3; however, if a Participant makes such an election, the monthly payments from the Normal Retirement Date until the elected commencement date shall be suspended. A retroactive make-up payment shall not be made following an election to defer commencement. If a Participant fails to make a benefit election pursuant to Section 5.4(b), such Participant shall be deemed to have elected to defer benefit commencement.

3.2 Early Retirement Date

Each Participant who Terminates employment after completing a five-year Period of Service may elect, in writing, an Early Retirement Date. Such Early Retirement Date shall be the first day of any month on or after the Severance From Service Date and

coinciding with or following the date the Participant attains the applicable age indicated below and before the Participant's Normal Retirement Date.

<u>Participant</u>	<u>Applicable Age</u>
Tier 1 Participant	55
Tier 2 Participant	60

3.3 Deferred Retirement Date

The Deferred Retirement Date for a Participant who continues working after the Normal Retirement Date shall be the first day of the month coinciding with or next following such Participant's Severance From Service Date; provided, however, that benefits must commence no later than the deadline for commencing payments under Section 5.3. A Participant who continues to work after the Normal Retirement Date shall receive benefits as of the Deferred Retirement Date, unless benefits are delayed pursuant to Section 9.5(b).

Notwithstanding the foregoing, a Participant may elect to commence benefits at a date later than the Deferred Retirement Date, which is not later than the deadline for commencing payments under Section 5.3; however, if a Participant makes such an election, the monthly payments from the Deferred Retirement Date until the elected commencement date shall be suspended. A retroactive make-up payment shall not be made following an election to defer commencement. If a Participant fails to make a benefit election pursuant to Section 5.4(b), such Participant shall be deemed to have elected to defer benefit commencement.

ARTICLE IV

RETIREMENT BENEFITS

4.1 Accrued Benefit

(a) Tier 1 Participant

The monthly Accrued Benefit for any Tier 1 Participant, expressed as a Single Life Annuity commencing at such Participant's Normal Retirement Date, shall equal the sum of (i) and (ii) below:

- (i) 2 percent times Final Average Earnings, times Credited Service during all periods, plus
- (ii) 0.5 percent times Final Average Earnings, times Credited Service which is earned from January 1, 2006 and after completing ten years of Credited Service.

(b) Tier 2 Participant

The monthly Accrued Benefit for any Tier 2 Participant, expressed as a Single Life Annuity commencing at such Participant's Normal Retirement Date, shall equal 2 percent times Final Average Earnings, times Credited Service during all periods.

4.2 Normal Retirement Benefit

A Participant's monthly Normal Retirement Benefit shall equal such Participant's vested Accrued Benefit as of the Severance From Service Date, payable at the Normal Retirement Date, and adjusted for form of payment.

4.3 Early Retirement Benefit

A Participant's monthly Early Retirement Benefit shall equal such Participant's vested Accrued Benefit as of the Severance From Service Date, multiplied by the Early Retirement Percentage according to the table below (interpolated in 0.5 percent increments for each full or partial month that the Early Retirement Date precedes the Normal Retirement Date), and adjusted for form of payment. Such benefit shall be payable on a Participant's Early Retirement Date.

Years Prior to Normal Retirement Date	Early Retirement Percentage	
	Tier 1 Participant	Tier 2 Participant
0	100%	100%
1	100%	94%
2	100%	88%
3	100%	82%
4	100%	76%
5	94%	70%
6	88%	N/A
7	82%	N/A

4.4 Deferred Retirement Benefit

A Participant's monthly Deferred Retirement Benefit payable on a Deferred Retirement Date shall equal the Participant's vested Accrued Benefit as of the Severance From Service Date adjusted for form of payment. Service and Earnings beyond Normal Retirement Date shall be taken into consideration. In no event shall the benefit provided under this paragraph be less than the Retirement Benefit to which the Participant would have been entitled if the Participant had actually retired on the Normal Retirement Date.

4.5 Reemployment

(a) Participant Commenced Retirement Benefits

In the event a vested Participant commences distribution of Retirement Benefits upon initial Termination and later becomes reemployed, such Participant's Retirement Benefits shall be determined and paid as described below:

- (i) the Participant's Retirement Benefit payments shall continue during the period of reemployment;
- (ii) the Participant's Accrued Benefit upon the subsequent Termination shall be based on the Participant's total Credited Service and Earnings at the time of subsequent Termination (including Credited Service and Earnings prior to and following reemployment) and shall be offset by the Actuarially Equivalent value of prior distributions but shall not be reduced below the amount payable upon initial Termination. For purposes of this offset, the Actuarially Equivalent definition in Section 1.3 shall apply;
- (iii) Periods of Service prior to and following reemployment shall be considered for purposes of satisfying the requirements for an Early Retirement Date and calculating an Early Retirement Benefit; and
- (iv) upon subsequent retirement, the initial benefit shall continue to be paid in the initial form of payment elected, and the additional benefit earned (if

any) during reemployment shall be paid in the form of payment elected following the subsequent Termination. If no additional benefit was earned during reemployment, then no distribution of contributions will be payable under Sections 7.3 and 12.4.

(b) Participant Received Distribution of Contributions

(i) Forfeiture of Prior Accrued Benefit upon Distribution of Contributions with Interest

In the event a Participant Terminates and receives a distribution of contributions with interest pursuant to Section 12.4, any Accrued Benefit earned prior to the Severance From Service Date shall be forfeited.

(ii) Repayment and Reinstatement of Accrued Benefit

In the event a Participant forfeited such Participant's prior Accrued Benefit pursuant to Section 4.5(b)(i) and is later rehired and begins earning a new Accrued Benefit:

- (A) if the Participant does not elect to repay the prior distribution pursuant to Section 4.5(b)(iii), Accrued Benefits and Credited Service prior to rehire shall be disregarded, and Earnings prior to rehire shall be disregarded for the purposes of determining Final Average Earnings.
- (B) if the Participant repays in full the prior distribution together with interest from the date of forfeiture through the date repayment is completed pursuant to Section 4.5(b)(iii), such Participant's prior Accrued Benefit and Credited Service shall be reinstated, and Earnings prior to rehire shall be considered for the purpose of determining Final Average Earnings. The applicable interest rate for repayment shall be the interest rate used for funding which is stated in the most recent actuarial report for the Plan issued prior to the date of rehire. Repayment must be made within five years following reemployment or prior to the Participant's Retirement Date, whichever occurs first. The repayment shall be treated as an Employee Contribution and shall be allocated to the Participant's notional Account pursuant to Section 12.1. If the Participant makes direct repayment under Section 4.5(b)(iii)(A), such after-tax contributions shall be accounted for separately. Repayments shall not be considered to be annual additions pursuant to Code Section 415(k)(3).
- (C) if the Participant elects to repay the prior distribution but repayment is not completed due to death or Termination and such

Participant's forfeited Accrued Benefit is partially reinstated pursuant to Section 4.5(b)(iii), the repayments shall be applied to restore a portion of the Participant's Credited Service and Earnings beginning with the earliest Credited Service and Earnings that were forfeited and ending with the latest, in accordance with procedures established by the Committee.

(iii) Repayment Election

A Participant who is reemployed and wishes to repay a prior distribution of contributions under Section 4.5(b)(ii) may elect any of the following methods:

- (A) direct repayment by check, a lump sum or periodic installments;
- (B) direct rollover of pre-tax or after-tax funds, but not of amounts that are designated Roth accounts, from an Eligible Retirement Plan as defined in Section 5.5(a);
- (C) trustee to trustee transfer from an Eligible Retirement Plan as defined in Section 5.5(a) pursuant to Code Section 457(e)(17) or Code Section 403(b)(13); or
- (D) payroll deductions designated as Employee contributions which are paid by the Employer and which are "picked-up" contributions pursuant to Code Section 414(h)(2);

in accordance with procedures established by the Committee. However, a Participant may not elect to repay a prior distribution with a combination of direct repayments pursuant to subsection (A) and payroll deductions pursuant to subsection (D). Other combinations of methods are acceptable.

A Participant's election to repay a prior distribution must be irrevocable and must specify the method(s) of repayment and schedule of repayments. If a Participant has had more than one Period of Service followed by a Termination and a distribution, the Participant shall make a separate repayment election with respect to each such prior distribution.

Notwithstanding the foregoing, if a Participant who has elected to repay a prior distribution Terminates or dies before repayment is completed, the Participant or such Participant's Beneficiary must repay the full balance due within 60 days after Termination in order to receive a full reinstatement of forfeited benefits.

In the event a Participant has repaid only a portion of the full amount due upon such Participant's Pension Starting Date, or in the event a Beneficiary has not repaid the full amount due within 60 days following the Participant's death, the Participant's forfeited Accrued Benefit shall be reinstated in accordance with Section 4.5(b)(ii)(B).

4.6 Benefits for Terminated Participants

Benefits under the Plan shall be determined and paid in accordance with the provisions of the Plan in effect on the most recent date of a Participant's Termination.

4.7 Cost-of-Living Increases for Tier 1 Participants

For each Tier 1 Participant and such Participant's surviving Spouse, as of the first day of each Plan Year, all Retirement Benefits pursuant to this Article IV, death benefits pursuant to Section 6.1, and disability benefits pursuant to Section 6.2, which are in pay status shall be increased by increasing the amount paid in December of the immediately preceding year by the lesser of:

- (a) 50 percent of the change of the December U.S. Consumer Price Index for all Urban Consumers (CPI-U) from the second immediately preceding Plan Year to the immediately preceding Plan Year, or
- (b) 6 percent.

ARTICLE V
FORMS OF PAYMENT

5.1 Forms of Payment

The following forms of Retirement Benefit payments are available under this Plan:

(a) Single Life Annuity

A Single Life Annuity shall be payable monthly from the Retirement Date through the first of the month preceding death. The amount of the monthly benefit shall equal the monthly Normal, Early or Deferred Retirement Benefit, whichever applies.

(b) Joint and Survivor Annuity

A reduced Joint and Survivor Annuity shall be payable monthly to a Participant from the Retirement Date through the first of the month preceding death. Following the Participant's death, a benefit equal to 50 percent or 100 percent of the reduced amount payable to the Participant shall be payable for life to the Participant's Spouse, if living at the time of the Participant's death. A Participant may elect which percentage shall be payable to the surviving Spouse. The reduced monthly benefit amount payable to the Participant shall be the specified percentage of the Participant's monthly benefit payable in the form of a Single Life Annuity shown below:

<u>Joint Survivor Annuity</u>	<u>Percentage</u>
50%	90%
100%	80%

A Participant may not elect a joint annuitant who is not such Participant's Spouse.

If the Spouse dies after the Participant's Pension Starting Date, the Participant's payments will be in the same reduced amount as is otherwise payable under the Joint and Survivor Annuity. If the Spouse dies prior to the Participant's Pension Starting Date, any election of a form of benefit under this Section 5.1(b) shall be automatically canceled. If the Participant dies prior to such Participant's Pension Starting Date, the Participant's surviving Spouse shall not be entitled to receive any payments under this Section 5.1(b). However, a surviving Spouse may be entitled to a benefit under Section 6.1 or 12.3.

After a Participant's Pension Starting Date with a Spouse as a joint and survivor annuitant, the designation of the Spouse is irrevocable regardless of whether the marriage terminates thereafter.

5.2 Automatic Form of Benefit

Unless a Participant elects otherwise, benefits shall be paid as provided below:

(a) Married Participant

The qualified Joint and Survivor Annuity under this Plan with respect to a married Participant shall be the 50 percent Joint and Survivor Annuity option. Any Participant who is married on the applicable Retirement Date shall automatically be deemed to have elected the 50 percent Joint and Survivor Annuity option, effective as of such date, with such Participant's Spouse as the joint annuitant.

A married Participant may reject the 50 percent Joint and Survivor Annuity form of benefit by filing a written notice with the Committee during the time period set forth in Section 5.4, designating another form of benefit. Any such election shall not take effect unless:

- (i) the Participant's Spouse consents in writing thereto, unless Spouse consent is not required by this Section;
- (ii) the consent of the Spouse expressly permits the Participant to further change the form of payment without any further consent by the Spouse (referred to as "general consent") or permits the Participant to elect only a specific form of payment (referred to as "specific consent");
- (iii) the Spouse's consent acknowledges the effect of the election and that the Spouse has the right to limit the consent to a specific form of payment; and
- (iv) it is witnessed by a Plan representative or a notary public.

Spouse consent is not required if the Participant elects the 100 percent Joint and Survivor Annuity option. Also, no Spouse consent shall be required if it is established to the satisfaction of the Plan representative that such consent cannot be obtained because there is no Spouse or because the Spouse cannot be located. If the Spouse is legally incompetent to give consent, the Spouse's legal guardian, even if the guardian is the Participant, may give consent. Also, if the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to that effect, Spouse consent is not required unless a QDRO provides otherwise.

(b) Unmarried Participant

An unmarried Participant shall receive Retirement Benefits in the form of a Single Life Annuity.

5.3 Required Minimum Distributions

Notwithstanding any Plan provision to the contrary, all distributions shall be determined and made in accordance with the required minimum distribution requirements of Code Section 401(a)(9) and the regulations thereunder, to the extent they apply to governmental plans, and the incidental benefit requirement of Code Section 401(a)(9)(G).

5.4 Benefit Notice, Benefit Election and Consent Requirements

(a) Benefit Notice

A Participant who wishes to commence benefits must contact the Committee and request the applicable notice and election forms and indicate a prospective Pension Starting Date on which the Participant may want to commence benefits, which is on or after the date the Participant Terminates employment. A Pension Starting Date may only be the first day of a month.

As soon as administratively feasible following a Participant's request, the Committee shall provide such Participant with a written notice, referred to as a "Benefit Notice." The Benefit Notice shall be considered to be provided to the Participant on the date it is mailed to the Participant, or, if not mailed, the date it is actually received by the Participant. The Benefit Notice shall contain the following information:

- (i) the terms and conditions of the forms of payment available under the Plan;
- (ii) the Participant's right to waive the automatic form of payment pursuant to Section 5.2;
- (iii) the requirement for Spouse consent to waiver of the automatic form of payment pursuant to Section 5.2;
- (iv) the right to revoke a waiver of the automatic payment forms;
- (v) the right to defer payment until the deadline for commencing payments under Section 5.3, if the Participant has not yet reached that date, including any consequences of failure to defer; and
- (vi) the Participant's right to consider the benefit election for at least 30 days before the date on which benefits commence and the right to waive this 30-day election period.

(b) Benefit Election

Any election made by the Participant or consent by a Spouse pursuant to Section 5.2(a) must be made in writing on forms provided by and filed with the Committee.

The Participant has the right to consider a benefit election for at least 30 days. The Participant may waive this right and elect a Pension Starting Date that is less than 30 days after the date the Benefit Notice is provided. If such a Participant elects a Pension Starting Date that is less than 30 days after the date the Benefit Notice is provided, the Participant may change the election at any time before the end of the seven-day period that immediately follows the date the Benefit Notice is provided, or at any time before the Pension Starting Date, whichever is later. In no event will the first benefit payment be issued until after the end of the seven-day period that follows the date the Benefit Notice is provided.

The Participant must return all required signed benefit election forms within 90 days following the date the Benefit Notice was mailed to the Participant. Effective for Benefit Notices provided on or after March 1, 2023 or as soon as administratively feasible thereafter, such 90 day period shall be changed to 180 days. If the Participant fails to return signed election forms by the 90- or 180-day deadline (as applicable), the Benefit Notice previously sent is void and the Participant must request a new Benefit Notice for a prospective Pension Starting Date.

5.5 Directed Rollovers

(a) General Rule

A Participant, Spouse Beneficiary, former Spouse alternate payee or non-Spouse Beneficiary (each referenced as a “distributee”) who is entitled to a small benefit lump sum payment pursuant to Section 9.7(c), a lump sum death benefit pursuant to Section 12.3, or a refund of contributions pursuant to Section 12.4 may direct the Trustee to pay part or all of the benefit to a trustee or custodian of an Eligible Retirement Plan which accepts such rollovers, subject to the following provisions:

- (i) a distributee may only direct such a rollover if the expected benefit payment during the Plan Year is \$200 or more;
- (ii) a distributee may not request a directed rollover of an amount distributed due to the minimum required distribution requirements of Code Section 401(a)(9);
- (iii) the rollover of a distribution may only be directed to one Eligible Retirement Plan;

- (iv) a non-Spouse Beneficiary (who is not a former Spouse alternate payee) may only direct a rollover to an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b), established for the purpose of receiving such rollover;
- (v) a distributee may direct the rollover of a portion of the distribution and elect to receive the remaining portion of a distribution only if the rollover amount is at least \$500;
- (vi) a distributee provides the information or documentation reasonably requested by the Trustee; and
- (vii) a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax repayments pursuant to Section 4.5(b)(iii) which are not includable in gross income; provided, however, that such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified plan described in Code Section 401(a) or 403(a), or to an annuity contract described in Code Section 403(b) that agrees to separately account for amounts so transferred (including earnings thereon), including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable.

An “Eligible Retirement Plan” means an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), and a qualified plan described in Code Section 401(a), which accepts the eligible rollover distribution. An “Eligible Retirement Plan” shall also mean an annuity contract described in Code Section 403(b); and an eligible plan under Code Section 457(b), which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. “Eligible Retirement Plan” also means a Roth IRA described in Code Section 408A.

(b) Notice to Participants

The Committee shall furnish each Participant, Beneficiary and alternate payee eligible for a directed rollover under this Section 5.5 with a written explanation of the directed rollover opportunity and related withholding consequences of not choosing a directed rollover within a reasonable period (at least 30 days) prior to the Participant’s, Beneficiary’s, or alternate payee’s Pension Starting Date. The explanation shall clearly indicate that the Participant, Beneficiary or alternate payee has a right to a 30-day waiting period to consider the election. The Participant, Beneficiary or alternate payee may waive the 30-day period by an

affirmative election to make or not make a directed rollover in writing on forms provided by the Committee.

ARTICLE VI

DEATH AND DISABILITY BENEFITS

6.1 Pre-Retirement Death Benefit for Surviving Spouse

In the event a vested Participant dies before commencing Retirement Benefits under the Plan or while receiving disability benefits under Section 6.2, the Participant's Spouse shall receive a pre-retirement death benefit. A married Participant may not elect a non-Spouse Beneficiary to receive pre-retirement death benefits. The amount of the death benefit and time of commencement is described below. The Spouse of a Participant who has started to receive benefits is not entitled to this death benefit.

(a) Death Prior to Termination – Tier 1 Participants

In the event a vested Tier 1 Participant dies prior to Termination and before the Pension Starting Date, the Participant's surviving Spouse shall receive the benefits described in Section 6.1(a)(i) and Section 6.1(a)(ii).

(i) Benefit Prior to Participant's Normal Retirement Date

The Spouse's benefit shall be paid monthly from the first of the month coinciding with or following the Participant's death through the first of the month preceding the earlier of the Participant's Normal Retirement Date determined as if the Participant had survived or the date of the Spouse's death. The monthly death benefit shall equal 40 percent of the greater of: (i) the Participant's Final Average Earnings, or (ii) one twelfth of the Participant's Earnings during the Plan Year preceding the Plan Year in which death occurs.

(ii) Benefit Following Participant's Normal Retirement Date

If the Spouse survives to the Participant's Normal Retirement Date, the Spouse's benefit shall be paid monthly from the later of the Participant's Normal Retirement Date or the first of the month following the Participant's death through the first of the month preceding the Spouse's death. The monthly death benefit shall equal the amount payable to the surviving Spouse under a 100 percent Joint and Survivor Annuity form of payment determined as if the Participant had survived to the date benefits commence and commenced receiving Retirement Benefit payments on such date, assuming no Credited Service or Earnings were earned after the date of death and that cost-of-living increases pursuant to Section 4.7 were made between the date of death and the date benefits commence under this Section 6.1(a)(ii).

(b) Death After Termination – Tier 1 Participants

In the event a vested Tier 1 Participant dies after Termination and before the Pension Starting Date, the Participant's surviving Spouse shall receive a monthly benefit payable from the Participant's earliest Early Retirement Date (determined as if the Participant had survived) through the first of the month preceding the Spouse's death, unless the Spouse elects otherwise. The benefit shall equal the amount payable to the surviving Spouse under a 100 percent Joint and Survivor Annuity form of payment determined as if the Participant had survived to such earliest Early Retirement Date and commenced receiving Retirement Benefit payments on such date, assuming no Credited Service or Earnings were earned after the date of death.

Notwithstanding the foregoing, in the event a Participant dies prior to the Normal Retirement Date, a surviving Spouse entitled to monthly benefits may elect prior to the date benefits commence to postpone commencement of monthly benefits to the first day of any month on or before the Participant's Normal Retirement Date determined as if the Participant had survived.

(c) Death Prior to Termination – Tier 2 Participants

In the event a vested Tier 2 Participant dies prior to Termination and before the Pension Starting Date, the Participant's surviving Spouse shall receive a monthly benefit payable from the first of the month coinciding with or following the Participant's death through the first of the month preceding the Spouse's death. The benefit shall equal the amount payable to the surviving Spouse under a 100 percent Joint and Survivor Annuity form of payment determined as if the Participant had commenced receiving Retirement Benefit payments on the Participant's Normal Retirement Date (determined as if the Participant had Terminated on the date of death and survived), assuming no Credited Services or Earnings were earned after the date of death.

Also, in lieu of monthly death benefits, the Spouse may elect to receive a death benefit under Section 12.3.

(d) Death After Termination – Tier 2 Participants

In the event a vested Tier 2 Participant dies after Termination and before the Pension Starting Date, the Participant's surviving Spouse shall receive a monthly benefit payable from the Participant's earliest Early Retirement Date (determined as if the Participant had survived) through the first of the month preceding the Spouse's death, unless the Spouse elects otherwise. The benefit shall equal the amount payable to the surviving Spouse under a 100 percent Joint and Survivor Annuity form of payment determined as if the Participant had survived to such earliest Early Retirement Date and commenced receiving Retirement Benefit payments on such date, assuming no Credited Service or Earnings were earned after the date of death.

Notwithstanding the foregoing, in the event a Participant dies prior to the Normal Retirement Date, a surviving Spouse entitled to monthly benefits may elect prior to the date benefits commence to postpone commencement of monthly benefits to the first day of any month on or before the Participant's Normal Retirement Date determined as if the Participant had survived.

Also, in lieu of monthly death benefits, the Spouse may elect to receive a death benefit under Section 12.3.

(e) Make-Up Payments

If the surviving Spouse does not elect to delay the start of benefits, and benefits do not commence to a surviving Spouse at the applicable commencement date specified in this Section 6.1 due to Plan administrative procedures, a retroactive make-up payment shall be made for the missed payments, but such make-up payment shall not include any interest adjustment.

(f) Refund of Employee Contributions

To the extent total benefits paid to a Participant and the Participant's Beneficiary are less than the Participant's Account balance, death benefits may be payable pursuant to Section 12.3.

6.2 Disability Benefits

A nonvested Participant, a Participant who is Terminated prior to becoming Disabled, or a Participant who has started to receive an Early, Normal or Deferred Retirement Benefit is not entitled to this disability benefit.

In the event a Participant receiving disability benefits pursuant to this Section 6.2 dies prior to the Normal Retirement Date, the Participant's surviving Spouse shall be entitled to the death benefit under Section 6.1(a) or Section 6.1(c), whichever applies. If the

Participant survives to the Normal Retirement Date, the Participant shall commence receiving the Normal Retirement Benefit pursuant to Section 4.2.

(a) Tier 1 Participant

A Tier 1 Participant who becomes Disabled shall receive a monthly disability benefit commencing on the first of the month coinciding with or following the date the Participant became Disabled and ending on the earlier of the date the Participant ceases to be Disabled, the Participant's Normal Retirement Date, or the Participant's death.

The monthly disability benefit for a Tier 1 Participant who has become Disabled shall equal 40 percent of the greater of: (i) the Participant's Final Average Earnings, or (ii) one twelfth of the Participant's Earnings during the Plan Year preceding the Plan Year in which the Participant becomes Disabled, reduced by any Employer-provided long-term disability benefits, and reduced by Other Income to the extent required under Section 6.2(c).

(b) Tier 2 Participant Disability Benefit

A Tier 2 Participant who is 100 percent vested on the first day of absence due to the condition that results in disability and who becomes Disabled may apply to receive a monthly disability benefit commencing on the first day of any month after the individual becomes Disabled, Terminates employment and whose claim for disability benefits is approved, and ending on the earlier of the date the Participant ceases to be Disabled, the Participant's Normal Retirement Date, or the Participant's death.

The monthly disability benefit for a Tier 2 Participant who has become Disabled shall equal 2 percent times Final Average Earnings, times Credited Service, reduced by any Employer-provided long-term disability benefits and reduced by Other Income to the extent required under Section 6.2(c).

(c) Other Income Offset

The disability benefit otherwise payable under Section 6.2(a) or Section 6.2(b) shall be reduced for any Plan Year to the extent necessary so that a Participant's expected annual income from all sources ("Other Income") during the Plan Year while Disabled does not exceed 80 percent of Earnings for the Plan Year preceding the Plan Year in which the Participant became Disabled, adjusted in the same manner as benefits are adjusted for cost-of-living pursuant to Section 4.7.

For this purpose, "Other Income" includes the following items:

- (i) income from any employer or from any occupation for compensation or profit;
- (ii) 50 percent of any award provided under the Jones Act of the Maritime Doctrine of Maintenance, Wages and Cure;
- (iii) retirement benefits from any source;
- (iv) unemployment compensation;
- (v) disability or workers' compensation benefits;
- (vi) Social Security benefits;
- (vii) benefits from a group insurance or pension plan; and
- (viii) no-fault wage replacement benefits.

“Other Income” benefits include amounts which are payable to the Participant, or the Participant’s Spouse, children, or dependents of the Participant, due to the Participant’s disability or retirement. Income earned in a rehabilitation program approved by the Committee shall not be “Other Income.” Lump sum payments of Other Income shall be converted to Actuarially Equivalent monthly payments for purposes of this offset.

ARTICLE VII

VESTING

7.1 Vesting

Each Participant shall have a vested, nonforfeitable right to an Accrued Benefit multiplied by the appropriate vesting percentage in accordance with the following table:

<u>Period of Service</u>	<u>Percent Vested</u>
Less than 5 years	0%
5 years or more	100%

All Periods of Service before and after a Period of Severance shall be aggregated for purposes of determining a Participant's vesting percentage.

In addition, each Tier 1 Participant who is not a Union Participant shall have a 100 percent nonforfeitable right to an Accrued Benefit on the date the Tier 1 Participant attains age 58 and the tenth anniversary of the date such Participant first completed an Hour of Service, provided the Participant is an Employee on such date.

Each Tier 1 Union Participant shall have a 100 percent nonforfeitable right to an Accrued Benefit on the date the Tier 1 Union Participant attains age 62 and the tenth anniversary of the date such Participant first completed an Hour of Service, provided the Participant is an Employee on such date.

Each Tier 2 Participant shall have a 100 percent nonforfeitable right to an Accrued Benefit on the date the Tier 2 Participant attains age 65 and the tenth anniversary of the date such Participant first completed an Hour of Service, provided the Participant is an Employee on such date.

An Employee who Terminates with 0 percent vesting shall be deemed "nonvested."

7.2 Forfeitures

Any forfeitures arising under this Plan shall be used only to offset future Employer contributions and shall not affect any Participant's Accrued Benefit.

7.3 Refund of Contributions

Notwithstanding the above, each Participant shall have a nonforfeitable right to a refund of contributions pursuant to Section 12.4, except as provided in Section 4.5(a)(iv) when no additional benefit is earned following reemployment after retirement.

ARTICLE VIII

LIMITATIONS ON BENEFITS

8.1 Maximum Annual Benefit Payable Under the Plan

The maximum annual benefit payable under the Plan shall not exceed the limitations prescribed under Code Section 415 and the regulations thereunder, which are incorporated herein by reference.

ARTICLE IX

ADMINISTRATION OF THE PLAN

9.1 Plan Administrator

The Committee and Trustee shall have only those specific powers, duties, responsibilities and obligations provided to each under the Plan or the Trust, including as follows:

- (a) The Committee shall be the Plan Administrator and, except to the extent that authority and responsibility has been specifically reserved for the Board herein, shall have sole authority and responsibility for the administration of the Plan as specified in the Plan and the Trust, including the discretionary authority to interpret the provisions of the Plan and the facts and circumstances of claims for benefits. The Committee shall have absolute discretion to carry out its responsibilities. Any decision by the Committee shall be final and bind all parties, and shall not be subject to de novo review in any judicial proceeding.
- (b) The Committee shall have the authority to appoint and remove the Trustee and the Investment Manager, and shall also have the authority to adopt an investment policy for the Plan, in accordance with Section 11.4.
- (c) The Trustee shall have the responsibility for administration of the Trust and management of the assets held under the Trust as provided therein.

The Committee and Trustee may each rely upon any such information or direction from, or action of, each other as being proper under the Plan and the Trust, and each of them is not required to inquire into the propriety of any such direction, information or action. Neither the Employer, nor the Committee nor the Trustee guarantees the Trust Fund in any manner against investment loss or depreciation in asset value.

9.2 Committee

(a) General

The Board shall appoint a committee consisting of five members who are Employees, which shall be known as the "Committee." The Committee shall be comprised of two management representatives, two labor representatives, and the Manager, Benefits and Records. The Board shall appoint all the Committee members; however, the CEO shall nominate the management representatives and the Unions shall nominate the labor representatives, subject to the approval of the Board. If the CEO does not nominate the management representatives or the Unions do not nominate the labor representatives, within 30 days after the Board's written request, the Board shall select and appoint any such representatives. Every member of the Committee shall be deemed a Plan fiduciary.

The Committee shall be responsible for the administration of the Plan, in accordance with its terms and the Code, except for duties and responsibilities specifically vested in the Board, duties and responsibilities specifically vested in the Trustee and duties and responsibilities specifically vested in the Investment Manager. The Board shall have the right at any time, with or without cause, to remove any member or members of the Committee by providing a written notice of removal to each Committee member who is removed. A member of the Committee may resign, effective upon delivery of a written resignation to the Board and to the Committee. A member of the Committee shall automatically be removed from the Committee effective on the date the member is no longer an Employee.

Upon the resignation, removal or failure or inability for any reason of any member of the Committee to act hereunder, the Board shall appoint a successor member. The CEO shall nominate any replacement for a management representative and the Unions shall nominate any replacement for a labor representative, subject to the approval of the Board. All successor members of the Committee shall have all the rights, privileges and duties of their predecessors, but shall not be held accountable for the acts of their predecessors.

The Board shall be responsible for periodically monitoring the performance of the Committee. The Board shall not participate in any Committee deliberations or decisions concerning the administration of the Plan and shall not direct or veto any Committee actions with respect to the Plan, and shall not be responsible for any Plan administration, other than appointing, monitoring and removing Committee members.

(b) Notice to Trustee of Committee Members

Promptly after the appointment of the original members, and any successor member of the Committee, the Committee shall notify the Trustee, in writing, as to the names of the persons appointed as members or successor members of the Committee.

(c) Procedures

The Committee may act at a meeting, or by writing without a meeting, by a vote or written assent of a majority of its members. The Board shall designate a Committee chairman and the Committee shall elect a secretary. The secretary may, but need not, be a member of the Committee. The Chairman of the Committee may sign any report required by law or other filing (including required and voluntary filings of any type) sent to any governmental agency, on behalf of all members of the Committee.

The Committee shall keep a record of all of its proceedings and shall keep or cause to be kept all books of account, records and other data as may be necessary

or advisable in its judgment for the administration of the Plan, including records relating to each Participant's service, accrued benefits, notifications to Participants and any government filings.

The Committee may adopt such additional rules and procedures as it deems desirable for the conduct of its affairs and the administration of the Plan, provided that any such rules and procedures shall be consistent with the provisions of the Plan.

The General Counsel of the Railroad shall be the Plan's agent for service of legal process, and shall forward all necessary communication to the Committee and to the Trustee.

(d) Decisions Affecting a Member

Each member of the Committee shall be an Employee. Such status shall not disqualify the Committee member from taking any action hereunder or render him or her accountable for any distribution or other material advantage received by him or her under the Plan, provided that no member of the Committee who is a Participant shall take part in any action of the Committee or any matter involving solely the Committee member's rights under the Plan.

(e) Allocation and Delegation of Responsibilities

The members of the Committee may allocate their responsibilities among themselves and may designate any person (including without limitation an Employee, partnership or corporation) to carry out any of its responsibilities under the Plan or the Trust. Any such allocation or designation shall be reduced to writing and such writing shall be kept with the records of the Plan.

The Committee may appoint such counsel (who may be counsel for any Employer), specialists, and other persons as it deems necessary or desirable in connection with the administration of this Plan.

(f) Plan Interpretation and Records

The Committee shall have the duty and authority to interpret and construe the Plan in regard to all questions of eligibility, the status and rights of Participants and Beneficiaries under the Plan, and the manner, time and amount of payment of any distributions under the Plan. Each Employer shall, from time to time, upon request of the Committee, furnish to the Committee and certify thereto as correct such data and information as the Committee shall require in the performance of its duties.

(g) Exclusive Benefit

The members of the Committee, and each of them, shall discharge their duties with respect to the Plan (i) solely in the interest of the Participants and their Beneficiaries, and (ii) for the exclusive purposes of providing benefits to Participants and their Beneficiaries and of defraying reasonable expenses of administering the Plan.

(h) No Compensation

No member of the Committee shall receive any compensation or fee for performing services on the Committee, but may be reimbursed for reasonable and necessary expenditures incurred in the discharge of duties as a Committee member.

(i) Reliance on Information

The Committee members shall be entitled to rely on all tables, valuations, certificates and reports made by actuaries and accountants employed by the Plan and upon all opinions given by legal counsel employed by the Plan. The members of the Committee shall be fully protected in respect of any action taken or suffered by them in good faith in reliance upon any such actuary, accountant or counsel, and all action so taken or suffered shall be conclusive upon all Participants and Beneficiaries under the Plan.

9.3 Expenses

All costs and expenses incurred in administering the Plan and the Trust Fund, including without limitation the expenses of the Committee, the fees of the actuary, the fees of counsel and any agents for the Committee, the fees and expenses of the Trustee, the fees of counsel for the Trustee and other administrative expenses shall be paid by the Trustee from the Trust Fund to the extent such expenses are not paid by the Employer. The Committee, in its sole discretion, shall determine the portion of an expense, if any, which may be paid by the Trustee from the Trust Fund. The Committee shall direct the Trustee to pay all such expenses that are not paid by the Employer.

9.4 Insurance

The Committee may apply for and obtain fiduciary liability insurance insuring the Plan against damages by reason of breach of fiduciary responsibility at the Plan's expense and insuring each fiduciary against liability to the extent permissible by law, at the Employer's expense.

9.5 Commencement of Benefits

(a) Conditions of Payment

Benefit payments under the Plan shall not be payable prior to the fulfillment of the following conditions:

- (i) the Committee has been furnished with such applications, proofs of birth or death, address, form of benefit election, Spouse consent if required and other information the Committee deems necessary;
- (ii) the Participant has Terminated; and
- (iii) the Participant or Beneficiary is eligible to receive benefits under the Plan as determined by the Committee.

The Committee may rely upon all such information so furnished it, including the Participant's current mailing address.

(b) Commencement of Payment

The payment of benefits shall commence no later than 60 days after the Retirement Date elected by the Participant, subject to the Committee receiving all the information specified in Section 9.5(a).

If the information required in Section 9.5(a) is not available prior to such date, the amount of payment will not be ascertainable. In such event, the commencement of payment shall be delayed until no more than 60 days after the date the amount of such payment is ascertainable, at which time payments shall commence.

Notwithstanding anything in the Plan to the contrary, payment of benefits shall commence no later than the required beginning date pursuant to Section 5.3.

The Committee shall direct the Trustee to make all payments under the Plan.

9.6 Claims Procedure

Claims for benefits shall be administered in accordance with the procedures set forth in this Section and any additional written procedures that may be adopted from time to time by the Committee.

(a) Submission of Claim

A claim for benefit payment shall be considered filed when a written request is submitted to the Claims Administrator. The Claims Administrator shall respond to a claim in writing or electronically. An authorized representative may act on

behalf of a Participant or Beneficiary (hereinafter “Claimant”) who claims benefits.

The Committee shall designate one or more persons on the Railroad’s human resource staff as Claims Administrator(s) and authorize such individuals to make claims determinations. The Committee may also designate one or more entities that provide administrative services to the Plan as Claims Administrator(s) and authorize such entity(ies) to make claims determinations.

(b) Notice of Denial

Any time a claim for benefits is wholly or partially denied, the Claimant shall be given written or electronic notice of such action within a reasonable time after the claim is filed, unless special circumstances require an extension of time for processing. If there is an extension, the Claimant shall be notified of the extension and the reason for the extension within a reasonable time.

Such notice will indicate i) the reason for denial, ii) the specific provisions of the Plan on which the denial is based, iii) an explanation of the claims appeal procedure including the time limits applicable to the procedure, and iv) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary.

(c) Right to Request Review

Any person who has had a claim for benefits denied by the Claims Administrator, who disputes the benefit determination, or who is otherwise adversely affected by action of the Claims Administrator shall have the right to request review by the Committee. The Committee shall provide a full and fair review that takes into account all comments, documents, records, and other information submitted relating to the claim, without regard to whether the information was previously submitted or considered in the initial benefit determination. Such request must be in writing and must be made within 60 days after such person receives notice of the denial. If written request for review is not made within such 60-day period, the Claimant shall forfeit this right to review. The Claimant shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. The Claimant may submit written comments, documents, records and other information relating to the claim.

(d) Review of Claim

The Committee shall then review the claim. The Committee may hold a hearing if it is deemed necessary and shall issue a written decision reaffirming, modifying or setting aside the initial determination by the Claims Administrator within a reasonable time after receipt of the written request for review, or longer if special

circumstances, such as a hearing, require an extension. If an extension is required, the Claimant shall be notified in writing or electronically within a reasonable time of the extension, the special circumstances requiring the extension and the date by which the Plan expects to render a determination. The Committee may authorize one or more members of the Committee to act on behalf of the full Committee to review and decide claims.

A copy of the decision shall be furnished to the Claimant. The decision shall set forth the specific reasons for the decision and specific Plan provisions on which it is based. The decision shall be final and binding upon the Claimant and all other persons involved.

9.7 Plan Administration – Miscellaneous

(a) Limitations on Assignments

Benefits under the Plan may not be assigned, sold, transferred, or encumbered, in whole or in part, either directly or by operation of law or otherwise, and any attempt to do so shall be void. Notwithstanding the foregoing, a benefit may be rolled over pursuant to Section 5.5. The interest of a Participant in benefits under the Plan shall not be subject to debts or liabilities of any kind and shall not be subject to attachment, garnishment or other legal process, except as provided in Section 9.8 relating to domestic relations orders, or otherwise permitted by law.

(b) Headings and Plural

The headings in this Plan are inserted for the convenience of reference only and are not to be considered in the construction of the terms of the Plan. Whenever used herein, the singular shall include the plural and the plural shall include the singular, whenever the context plainly requires.

(c) Small Benefits

Notwithstanding any election to commence benefits or lack thereof, in cases where a nonvested Participant has Terminated employment, and the Participant's accumulated Employee contributions plus interest pursuant to Section 12.1 and 12.2 is less than or equal to \$1,000 at the time of distribution, the Committee shall direct the Trustee to distribute such lump sum benefit to the Participant or Beneficiary. The Trustee shall make any lump sum distributions of such small benefits within six months following the date of Termination for Participants for whom such benefits are payable.

(d) No Additional Rights

No person shall have any rights in or to the Trust, or any part thereof, or under the Plan, except as, and only to the extent, expressly provided for in the Plan. Neither

the establishment of the Plan, nor the granting of a Retirement Benefit nor any action of the Employer or the Committee shall be held or construed to confer upon any person any right to be continued as an Employee, or, upon dismissal, any right or interest in the Trust other than as herein provided. The Employer expressly reserves the right to discharge any Employee at any time.

(e) Governing Law

This Plan shall be construed in accordance with applicable federal law and the laws of the State of Alaska, wherein venue shall lie for any dispute arising hereunder.

(f) Disclosure to Participants

Each Participant shall be advised of the general provisions of the Plan and, upon written request addressed to the Committee, shall be furnished any information requested regarding the Participant's status, rights and privileges under the Plan in accordance with procedures adopted by the Committee. The Plan shall provide to each Participant an annual benefit statement.

(g) Income Tax Withholding Requirements

Any Retirement Benefit payment made under the Plan shall be subject to any applicable income tax withholding requirements. For this purpose, the Committee shall provide the Trustee with any information the Trustee needs to satisfy such withholding obligations and with any other information that may be required under the Code.

(h) Severability

If any provision of this Plan shall be held illegal or invalid for any reason, such determination shall not affect the remaining provisions of this Plan, which shall be construed as if said illegal or invalid provision had never been included.

(i) Facility of Payment

Whenever, in the Committee's opinion, a person entitled to receive any benefit payment is under a legal disability or is incapacitated in any way so as to be unable to manage such person's affairs, the Committee may direct the Trustee to make payments to such person or to such person's guardian or other legal representative, or in the absence of a guardian or legal representative, to a custodian for such person under a Uniform Transfers to Minors Act or to any relative of such person by blood or marriage, for such person's benefit. Any payment made in good faith pursuant to this provision shall fully discharge the Employer and the Plan of any liability to the extent of such payment.

(j) Correction of Errors

In accordance with the Committee's authority and responsibility to administer the Plan pursuant to this Section 9.7, the Committee may, in its sole discretion, correct any Plan administrative errors. The Committee also has sole discretion to determine whether to participate in any correction programs sponsored by any governmental agencies that may be available.

Any Employer contributions to the Trust made under a mistake of fact (or investment proceeds of such contribution if a lesser amount) shall be returned to the Employer within one year after payment of the contribution.

(k) Responsibility to Advise Committee of Current Address

(i) General

Each person entitled to receive a payment under the Plan shall file with the Committee in writing such person's complete mailing address and each change therein. A check or communication mailed to any person at the address on file with the Committee shall be deemed to have been received by such person for all purposes of the Plan. If the Committee receives evidence that the address on file is not the correct address for a Participant, Beneficiary, or alternate payee, future benefit payments may be suspended until individual has been located. The Committee shall conduct a reasonably diligent search in accordance with Plan procedures in an attempt to locate the individual entitled to a payment.

(ii) Required Distributions

In the event a distribution is required to commence to a Participant, Beneficiary, or alternate payee under Plan terms (including without limitation Section 5.3, Section 6.1, Section 9.7(c), Section 9.8, or Section 12.3), and the recipient cannot be located after a reasonably diligent search, such person's benefit shall be forfeited as of the last day of the Plan Year in which the distribution was required to commence. In determining the appropriate search methods, the Committee may follow any applicable guidance provided under the Code, regulations, or any other regulatory or official guidance.

If an affected Participant, Beneficiary, or alternate payee later contacts the Committee and provides a proper mailing address, the Plan shall reinstate and pay the benefit to which the Participant, Beneficiary, or alternate payee was entitled as of the date of the forfeiture. Such reinstated amount shall be subject to the benefit limits set forth in Section 8.1 in the year in which the benefit was forfeited and not the year in which the benefit is actually distributed. The election of a form of payment (if any) shall be

made in accordance with the terms of the Plan in effect on the date of the forfeiture. Any payment that should have been made during the period from the date of the forfeiture through the date benefits actually commence shall be paid in a single make-up payment. Such make-up payment shall not include interest.

(l) Uncashed Checks

In the event a distribution is made as a result of a request or a required distribution and instructions for an electronic wire transfer are not provided, a check in the amount of the requested or required distribution shall be sent to the last known address of the applicable Participant, Beneficiary, or alternate payee. Such distribution shall be reported as a Plan distribution to the recipient on the applicable tax reporting form.

In the event that such a check is not negotiated within a reasonable period of time established by the Committee or the Trustee, the Committee or the Trustee shall stop payment on the check; however, the tax reporting shall not be reversed. In the event a distribution is required to commence, the provisions of Section 9.7(k)(ii) shall apply.

(m) Notices to Participants and Surviving Spouses

All notices, reports and statements given, made, delivered or transmitted to a Participant, Beneficiary, or alternate payee shall be deemed to have been duly given, made or transmitted when mailed by first class mail with postage prepaid and addressed to such Participant, Beneficiary, or alternate payee at the address last appearing on the records of the Committee. A Participant, Beneficiary, or alternate payee may record any change of address from time to time by written notice filed with the Committee. The Committee may establish procedures for providing notices, reports, and statements to Participants, Beneficiaries, and alternate payees by electronic means.

(n) Notices to Employer or Committee

Written directions, notices and other communications from Participants, Beneficiaries, or alternate payees to the Employer or the Committee shall be deemed to have been duly given, made or transmitted either when delivered to such location as shall be specified upon the forms prescribed by the Committee for the giving of such directions, notices and other communications or when mailed by first class mail with postage prepaid and addressed to the addressee at the address specified on such forms.

9.8 Domestic Relations Orders

Notwithstanding any Plan provisions to the contrary, benefits under the Plan may be paid to someone other than the Participant, Beneficiary or joint annuitant, pursuant to a Qualified Domestic Relations Order, in accordance with Code Section 414(p). A Qualified Domestic Relations Order is a judgment, decree, or order (“Order”) (including approval of a property settlement agreement) that:

- (a) relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant;
- (b) is made pursuant to a state domestic relations law (including a community property law);
- (c) creates or recognizes the existence of an alternate payee’s right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable to a Participant under the Plan;
- (d) specifies the name and last known address of the Participant and each alternate payee;
- (e) specifies the amount or method of determining the amount of benefit payable to an alternate payee;
- (f) specifies the number of payments or period during which payments are to be made;
- (g) names each plan to which the Order applies;
- (h) does not require any form, type or amount of benefit not otherwise provided under the Plan;
- (i) does not conflict with a prior Order that meets the requirements of this Section 9.8; and
- (j) complies with the Committee’s written procedures applicable to domestic relations orders, including but not limited to providing all supporting documents required under such procedures.

Payments to an alternate payee pursuant to a QDRO may commence only at the time that benefit payments to the Participant commence.

No benefits are payable upon the death of an alternate payee. All benefits revert back to the Participant in the event of an alternate payee’s death.

In the event that a pre-retirement death benefit described in Section 6.1 of the Plan becomes payable to an alternate payee pursuant to a QDRO and the deceased Participant has a current Spouse at time of death, the alternate payee shall be entitled to the portion of the monthly pre-retirement death benefit awarded under the QDRO and the Participant's current Spouse shall be entitled to the remainder (if any) of the death benefit. When the pre-retirement death benefit is shared between an alternate payee and a current surviving Spouse, the benefits payable under Section 6.1(a) through Section 6.1(d) shall be payable through the first of the month preceding the Spouse's death; provided that such benefits shall be payable instead through the first of the month preceding the alternate payee's death if the QDRO provides that the alternate payee shall be treated as the surviving Spouse. If shared death benefits are payable until the first of the month preceding the current surviving Spouse's death, and if the alternate payee predeceases the surviving Spouse, the alternate payee's share will revert to the surviving Spouse.

The Committee shall determine whether an Order meets the requirements of this Section within a reasonable period after receiving an Order. The Committee shall notify the Participant and any alternate payee that an Order has been received and, if benefits are in pay status while the Order is being reviewed, shall separately account for and withhold from payment any amounts to which the alternate payee would be entitled if the Order is a QDRO. If within 18 months after such hold is established, the Order has not been determined to be a QDRO, the amount withheld shall be distributed to the individual who would have been entitled to such amount if there had been no Order.

9.9 Plan Qualification

Any modification or amendment of the Plan may be made retroactive, as necessary or appropriate, to establish and maintain a "qualified plan" pursuant to Code Section 401, and regulations thereunder and the exempt status of the Trust under Code Section 501.

9.10 Deductible Contribution

Notwithstanding anything herein to the contrary, if an Employer is ever subject to federal income tax, any contribution by the Employer to the Trust is conditioned upon the deductibility of the contribution by the Employer under the Code and, to the extent any such deduction is disallowed, the Employer may, within one year following a final determination of the disallowance, demand repayment of such disallowed contribution, and the Trustee shall return such contribution less any losses attributable thereto within one year following the disallowance.

9.11 Rollovers

The Plan shall not accept a transfer of assets on behalf of an Employee from another qualified plan, and shall not accept a rollover amount which was distributed from another qualified plan or conduit individual retirement account (IRA), except pursuant to Section 4.5(b).

9.12 Payment of Benefits Through Purchase of Annuity Contract

In lieu of paying benefits directly from the Trust to a Participant or a Beneficiary, the Trustee may purchase, with Trust assets, an individual annuity contract from an insurance company which, as far as possible, provides benefits equal to (or Actuarially Equivalent to) those provided in the Plan for such Participant or Beneficiary, but provides no optional form of retirement income or benefit which would not be permitted under the Plan, whereupon the liability of the Trust and of the Plan will cease and terminate with respect to such benefits that are so purchased and for which the premiums are duly paid. Such an individual annuity contract may be purchased by the Trustee on a single-premium basis or on the basis of annual premiums payable over a period of years and may be purchased at any time on or after the Participant's Retirement Date or death to provide the benefits due under the Plan to the Participant or a Beneficiary on or after the date of such purchase.

Any annuity contract distributed by the Trustee to a Participant or Beneficiary under the provisions of the Plan shall bear on the face thereof the designation "NOT TRANSFERABLE," and such contract shall contain a provision to the effect that the contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the issuer thereof.

9.13 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u). Further notwithstanding any provision of the Plan to the contrary, if a Participant dies while performing qualified military service, as defined in Code Section 414(u), such Participant's survivors shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then Terminated employment on account of death.

ARTICLE X

AMENDMENT AND TERMINATION

10.1 Amendment

The Plan may at any time and from time to time be amended, modified or terminated by the Board or any individual(s) acting pursuant to written authorization of the Board to adopt the Plan amendment. In addition, the CEO may approve and adopt on behalf of the Railroad any written amendments to the Plan that the CEO deems are necessary or appropriate to meet the requirements of the Code or any other law as now in effect or as hereafter enacted or amended.

Any amendments made pursuant to this Section shall be in writing and subject to any advance notice or other requirements of the Code.

10.2 Amendment – Consolidation or Merger

In the event the Plan's assets and liabilities are merged into, transferred to or otherwise consolidated with any other retirement plan, then such must be accomplished so as to ensure that each Participant would (if the other retirement plan then terminated) receive a benefit immediately after the merger, transfer or consolidation, which is equal to or greater than the benefit the Participant would have been entitled to receive immediately before the merger, transfer or consolidation (as if the Plan had then terminated). This provision shall not be construed as limiting the powers of the Board to appoint a successor Trustee.

10.3 Termination of the Plan

The termination of the Plan shall not cause or permit any part of the Trust to be diverted to purposes other than for the exclusive benefit of the Participants, or cause or permit any portion of the Trust to revert to or become the property of an Employer at any time prior to the satisfaction of all liabilities with respect to the Participants.

Upon termination of this Plan, the Committee shall continue to act for the purpose of complying with the preceding paragraph and shall have all power necessary or convenient to the winding up and dissolution of the Plan as herein provided. While so acting, the Committee shall be in the same status and position with respect to other persons as if the Plan remained in existence.

10.4 Allocation of the Trust on Termination of Plan

(a) Complete Termination

In the event of a complete Plan termination, the right of each Participant to benefits accrued to the date of such termination that would be vested under the

provisions of the Plan in the absence of such termination shall continue to be vested and nonforfeitable; and the right of each Participant to any other benefits accrued to the date of termination shall be fully vested and nonforfeitable to the extent then funded under the priority rules established by the Committee on a nondiscriminatory basis. In any event, a Participant or a Beneficiary shall have recourse only against Plan assets for the payment of benefits thereunder. The Committee shall direct the Trustee to allocate Trust assets to those affected Participants to the extent and in the order of preference established by the Committee. Upon Plan termination, each Participant shall elect a form of payment pursuant to Article V and benefits shall be distributed by purchase of nontransferable annuity contracts or lump sum payments in accordance with the Participant's election; provided, however, that small benefits shall be distributed pursuant to Section 9.7(c). If Trust assets as of the date of Plan termination exceed the amounts required under the priority rules established by the Committee, such excess shall, after all liabilities of the Plan have been satisfied, be applied to increase benefits of all Participants and Beneficiaries (Active Participants and retirees receiving payments) pro rata.

(b) Partial Termination

If at any time the Plan is terminated with respect to any group of Participants under such circumstances as to constitute a partial Plan termination within the meaning of Code Section 411(d)(3) (determined as if that Code Section applied to a governmental plan), each affected Participant's right to benefits that have accrued to the date of partial termination that would be vested under the provisions of the Plan in the absence of such termination shall continue to be so vested; and the right of each affected Participant to any other benefits accrued to the date of such termination shall be vested to the extent assets would be allocable to such benefits under the priority rules established by the Committee on a nondiscriminatory basis in the event of a complete Plan termination. In any event, affected Participants shall have recourse only against Plan assets for payment of benefits thereunder. Subject to the foregoing, the vested benefits of such Participants shall be payable as though such termination had not occurred; provided, however, that the Committee, in its discretion, subject to any necessary governmental approval, may direct that the amounts held in the Trust that are allocable to the Participants as to whom such termination occurred be segregated by the Trustee as a separate plan. The assets thus allocated to such separate plan shall be applied for the benefit of such Participants in the manner described in the preceding paragraph.

ARTICLE XI

FUNDING

11.1 Contributions to the Trust

As a part of this Plan, the Employer shall maintain one or more Trusts. From time to time, the Employer shall make such contributions to the Trust as the Board determines, with the advice of an actuary, are required to maintain the Plan.

11.2 Trust for Exclusive Benefit of Participants

The Plan and Trust are for the exclusive benefit of Participants. Except as provided in Sections 9.7(j) (Correction of Errors), 9.8 (Domestic Relations Orders) and 9.10 (Deductible Contribution), no portion of the Trust shall be diverted to purposes other than this or revert to or become the property of the Employer at any time prior to the satisfaction of all liabilities with respect to the Participants.

Notwithstanding the above, to the extent required or permitted by applicable law, a Participant's Plan benefit may be offset by an amount that the Participant is ordered to, or required to, pay to the Plan.

11.3 Disposition of Credits and Forfeitures

In no event shall any credits or forfeitures which may arise under the Plan be used to increase benefits under the Plan.

11.4 Funding-Related Duties and Responsibilities of the Trustee, Investment Manager and Committee

(a) Committee

The Committee:

- (i) has the power and duty to appoint the Trustee, and it shall have the power to remove the Trustee and appoint a successor at any time. As a condition to exercising its power to remove any Trustee, the Committee must first appoint a successor Trustee and enter a new agreement with the successor Trustee.
- (ii) has the power to appoint, remove or change from time to time any Investment Manager.
- (iii) shall adopt an investment policy for the Plan.

(b) Trustee

The Trustee shall hold legal title to all Plan assets and shall have such powers and responsibilities as provided in the Trust agreement.

(c) Investment Manager

The Investment Manager shall direct the investment of all or a portion of the Trust held by the Trustee. "Investment Manager" shall mean any fiduciary (other than the Trustee) who:

- (i) has the power to manage, acquire, or dispose of any asset of the Plan;
- (ii) either is:
 - (A) registered as an investment advisor under the Investment Advisors Act of 1940; or
 - (B) a bank; or
 - (C) an insurance company qualified under the laws of more than one state to perform the services described in subsection (a); and
- (iii) has acknowledged in writing that such individual or entity is a fiduciary with respect to the Plan.

(d) Committee Powers Concerning Plan Assets

Subject to the terms of the funding and investment policy adopted by the Committee, the Committee shall have such powers as may be necessary to discharge its duties under the Plan concerning Plan assets, including the power to:

- (i) direct the investment of all Plan assets, and to delegate the authority to direct the investment of all or a portion of the Trust Fund to the Trustee in writing, in accordance with the terms of the Trust agreement, and to delegate the authority to direct the investment of all or a portion of the Trust Fund to an Investment Manager.
- (ii) direct the Trustee to use the Plan assets, or such part thereof as it may designate, to purchase insurance policies or annuity contracts or any combination of the foregoing from any insurance company approved by the Committee.
- (iii) require, receive and review, from the Investment Manager or Trustee, written accountings, and such other information as the Committee may

request from time to time, in accordance with the agreement with the Investment Manager or Trustee.

- (iv) determine from time to time the allocation of Plan assets between the Investment Manager and Trustee and any insurance company, and direct the transfer of assets between the Trust and any insurance company.
- (v) direct that any insurance company transfer insurance reserves between separate investment accounts and amounts invested as part of general investment accounts.
- (vi) engage such professional advisors as it may deem necessary or desirable.
- (vii) direct the Trustee to pay Plan expenses from the Trust pursuant to Section 9.3.

ARTICLE XII

EMPLOYEE CONTRIBUTIONS

12.1 Employee Contributions

Each Participant shall contribute to the Plan 9 percent of Earnings through payroll deduction, which shall be credited to a notional account for the Participant (“Account”). Such contributions are mandatory and shall be “picked up” by the Employer pursuant to Code Section 414(h)(2).

12.2 Rate of Interest

(a) Tier 1 Participants

For purposes of this Article XII, Employee contributions made on or after January 1, 2006, by a Tier 1 Participant shall be credited with 4.5 percent annual interest compounded annually from the end of the Plan Year in which made, to the first of the month prior to the earlier of the Pension Starting Date, disability commencement date, or refund date. For periods prior to January 1, 2006, the interest crediting rate was 7 percent per annum. Interest shall be credited to the Participant’s Account.

(b) Tier 2 Participants

For purposes of this Article XII, Employee contributions made by a Tier 2 Participant shall be credited with interest compounded annually from the end of the Plan Year in which made, to the first of the month prior to the earlier of the Pension Starting Date, disability commencement date, or refund date. Interest shall be credited to the Participant’s Account. The applicable interest rate for specified Tier 2 Participants is shown below and is based on the rate in effect on the most recent December 31, or June 30 (accordingly, the interest rate may change every six months):

- (i) Participant who is not a Union Participant: Three-month U.S. Treasury Constant Maturity Yield.
- (ii) Union Participant who is covered under the ARW collective bargaining agreement or the TCU collective bargaining agreement or the IBT collective bargaining agreement or the ATDA collective bargaining agreement: Three-month U.S. Treasury Constant Maturity Yield.
- (iii) Union Participant who is covered under the UTU collective bargaining agreement: The lesser of 4.5 percent per annum or the three-month U.S. Treasury Constant Maturity Yield.

Interest is credited monthly. The applicable interest rate is based on Union status in effect on the first day of the month for which interest is being credited.

12.3 Death Benefits

In the event a nonvested Participant pursuant to Section 7.1 dies, such Participant's Beneficiary shall receive a death benefit equal to the Participant's contributions accumulated with interest. Such benefit shall be paid in a lump sum as soon as administratively feasible following the Participant's death.

In the event a vested Participant dies and no benefits are due under Section 5.1, 5.2 or 6.1, such Participant's Beneficiary shall receive a death benefit equal to the Participant's contributions accumulated with interest; provided, however, that if such Participant has received Retirement Benefits, the death benefit shall be equal to the Participant's contributions accumulated with interest through the date such Retirement Benefits commenced, reduced by an amount equal to the sum of all payments paid by the Plan prior to death. Such death benefit shall be paid in a lump sum as soon as administratively feasible following the Participant's death.

In the event a vested Participant dies and benefits are due to a primary Beneficiary under Section 5.1, 5.2 or 6.1, no death benefits may be due under this Section 12.3 until such primary Beneficiary's death. Upon such primary Beneficiary's death, the Participant's secondary Beneficiary shall receive a death benefit equal to the Participant's contributions accumulated with interest, through the date such Retirement Benefits or pre-retirement death benefits commenced, reduced by an amount equal to the sum of all payments paid by the Plan prior to the primary Beneficiary's death. Such benefit shall be paid in a lump sum as soon as administratively feasible following the primary Beneficiary's death.

Except as provided above, interest on contributions under this Section 12.3 shall be calculated through the first day of the month preceding the date of distribution.

If a Participant was rehired after commencing to receive a Retirement Benefit, the death benefit payable to a Beneficiary pursuant to this Section 12.3 shall be calculated taking into account the Participant's contributions made both before and after rehire.

If no designated Beneficiary survives the Participant, the death benefit, if any, shall be paid to the Participant's Spouse, and if there is no Spouse, to the Participant's estate. A surviving Spouse cannot change the Participant's Beneficiary designation.

12.4 Refund Prior to Retirement

At any time after Termination of employment, but before the Pension Starting Date, a Participant may make a single sum withdrawal of such Participant's contributions with interest by making written application to the Committee at least 30 days prior to withdrawal. Such withdrawal may occur while a Participant is receiving a disability

benefit pursuant to Section 6.2. If the Participant is married, any such application must be signed by the Participant's Spouse, and the Spouse's signature must be notarized or witnessed by a Plan representative. Interest under this Section 12.4 shall be calculated through the first day of the month preceding the date of distribution.

Such refund shall be in lieu of the Participant's Retirement Benefit and shall result in forfeiture of the Participant's Accrued Benefit and Credited Service earned prior to such refund. The forfeited Accrued Benefit and Credited Service may be reinstated under Section 4.5(b)(ii). If such a withdrawal is made, and the forfeited Accrued Benefit and Credited Service are not reinstated under Section 4.5(b)(ii), no death benefits under Section 6.1 or Section 12.3 attributable to such forfeited Accrued Benefit and Credited Service shall be payable thereafter to the Participant's Beneficiary, and no Retirement Benefit attributable to such forfeited Accrued Benefit and Credited Service shall be payable thereafter to the Participant.

The Alaska Railroad Corporation Pension Plan restatement is adopted by the Railroad.

IN WITNESS WHEREOF, the Railroad has caused this Plan restatement to be duly executed on this _____ day of _____, 2023.

ALASKA RAILROAD CORPORATION

Witness

Authorized Officer

Title

APPENDIX A

ALASKA RAILROAD CORPORATION PENSION PLAN

Effective Dates for Credited Service and Vesting Service and Eligibility Waiting Periods

	Group	Date of Credited Service	Date of Vesting Service	Eligibility Waiting Period
1.	Management*	September 1, 1985	January 6, 1985	0 days of employment
2.	Alaska Railroad Workers/American Federation of Government Employees, AFL-CIO, Local 183 (“ARW”)	May 10, 1987	January 6, 1985	0 days of employment
3.	Carmen’s Division of Transportation, Communication International Union, Lodge No. 6067, AFL-CIO, CLC (“TCU”)	May 10, 1987	January 6, 1985	For Eligible Employees hired before April 25, 2019: 1,056 Hours of Service For Eligible Employees hired on or after April 25, 2019: 0 days of employment
4.	United Transportation Union, Local 1626, AFL-CIO (“UTU”)	May 24, 1987	January 6, 1985	0 days of employment
5.	American Train Dispatchers Department/International Brotherhood of Locomotive Engineers, AFL-CIO (“ATD”)	May 24, 1987	January 6, 1985	0 days of employment
6.	Teamsters Union Local No. 959 of the International Brotherhood of Teamsters (“IBT”)	April 16, 1987	January 6, 1985	0 days of employment

*Make-up contributions were allowed retroactive to January 1, 1985 at the employee’s election. No management employees elected to do so.

Adopted:

Resolution No. 2023-09

Relating to Support for Completion of
the Northern Rail Extension

WHEREAS, on January 6, 2010 the Alaska Railroad Corporation (ARRC) received approval from the federal Surface Transportation Board to construct and operate approximately 80 miles of new rail line from North Pole, Alaska, to Delta Junction, Alaska, which project is referred to as the Northern Rail Extension (NRE); and

WHEREAS, the NRE will foster development of Alaska's economy by providing year-round freight and passenger service to the region south of North Pole as an alternative to the Richardson Highway, which now is the sole means (other than air) for commercial freight and passenger service for businesses, military, and communities near the new rail line, including existing industries in the agricultural, mining, and petrochemical sectors in the Delta Junction region; and

WHEREAS, in August 2014, ARRC completed Phase I of the NRE, which included planning, engineering, environmental compliance, and construction of a bridge complex across the Tanana River near Salcha, with associated road infrastructure and levee work; and

WHEREAS, Phase I of the NRE provides reliable year-around access to one million acres of the Joint Tanana Training Complex considered a valuable military training facility; and

WHEREAS, completion of further phases of the NRE would provide the additional infrastructure benefits described above to the State and its communities, citizens and business interests, as well as to the United States military; and

WHEREAS, ARRC lacks the substantial funding necessary to complete additional phases of the NRE but continues to support the completion of the full NRE.

THEREFORE BE IT RESOLVED, that the ARRC Board of Directors strongly supports the completion of the remaining phases of the NRE from North Pole, Alaska to Delta Junction, Alaska, if funding for planning, engineering, environmental compliance and construction for such phases can be obtained.

BE IT FURTHER RESOLVED that the ARRC Board of Directors directs ARRC Management Staff to provide information and cooperation to entities seeking to provide or obtain funding for the remaining phases of the NRE.

Adopted:

Resolution No. 2023-10

Relating to Upgrade and Maintenance of
Fairbanks Reserve Industry B Track
(AFE No. 11162)

WHEREAS, the Alaska Railroad Corporation (“ARRC”) maintains a yard track in the ARRC Fairbanks Reserve known as the Industry B Track; and

WHEREAS, the Industry B Track primarily serves ARRC’s lessee ABI Cement at its Fairbanks terminal on Wells St and has the potential capacity to serve other customers of ARRC; and

WHEREAS, the Industry B Track has experienced significant traffic growth in recent years; and

WHEREAS, in order to provide continued rail service to leased parcels located along the Industry B Track, the track must meet Federal Railroad Administration (“FRA”) standards for such use; and

WHEREAS, the rail and ties of Industry Track B are in poor condition and do not meet FRA standards for providing such rail service, thereby hindering ARRC’s ability to properly serve its customers; and

WHEREAS, AFE No. 11162 will fund planned upgrade and maintenance work along the Industry B Track, including the replacement of rail, ties and, in some cases, turnouts, such that the Industry B Track will meet FRA standards for providing rail service to customers; and

WHEREAS, providing continuous and improved rail service to ARRC’s lessees along the Industry B Track will benefit both ARRC and its lessees as a result of increased future rail service use by the lessees and additional rail service marketing opportunities for ARRC; and

WHEREAS, Management has therefore determined that the Industry B Track should be upgraded as described above; and

WHEREAS, the project funded by AFE No. 11162 will upgrade the Industry B Track to meet FRA standards; and

WHEREAS, funding for this project will be 100% internal ARRC funds in the amount of \$550,000; and

WHEREAS, the approval to begin a capital project with an estimated cost of more than \$500,000 or an estimated completion time of more than one year requires specific board approval pursuant to AS.42.40.120(c)(13).

NOW THEREFORE BE IT RESOLVED, that the ARRC Board of Directors has considered the Fairbanks Reserve Industry B Track Upgrade proposal as presented by ARRC Management and hereby approves AFE No. 11162 in the amount of \$550,000 for the purposes stated therein.

Alaska Railroad Corporation
Authorization for Expenditure Form

For Accounting Use Only

AFE# 11162

Page 1

General Information:		Included in Capital Budget:		
AFE Title:	Fairbanks Yard Track Upgrade - Industry B	Capital Budget	Year:	2023 Unbudgeted
Prepared By:	LaFewt Knox	Total Amount	\$	550,000
Resp. Center (Name):	Project Management	Source of Funding	ARRC	\$ 550,000
Resp. Center (#):	2500	Source of Funding		\$ -
Depreciation Center:	1318-Maintenance Depreciation	Source of Funding		\$ -
Line of Business:	Engineering	Grant Number		
Spending Timetable:		Grant Name		
2023	\$ 550,000	AFE History:		
2024	\$ -		Amount	Date Prepared
2025	\$ -	Original AFE	\$ 550,000	03/02/23
2026	\$ -	Supplemental #1	\$ -	
2027	\$ -	Supplemental #2	\$ -	
Total	\$ 550,000	Supplemental #3	\$ -	
Other Information		Supplemental #4	\$ -	
Useful Life (Years):	32	Supplemental #5	\$ -	
Annual Depreciation:	\$ 17,188	Supplemental #6	\$ -	
Estimated Annual Operating Costs	\$ -	Supplemental #7	\$ -	
		Total	\$ 550,000	
Required Signatures for Approval:				
(if applicable)	Last Name(s) (Print)	Signature	Date	
Project Manager:	Jesse Moose	<i>Jesse Moose</i>	3/23/2023	
Responsible Owner:	Lloyd Tesch	<i>Lloyd Tesch</i>	3/23/2023	
VP Owner Department:	Brian Lindamood	<i>Kathryn Sueber</i>	3/23/2023	
Functional User(s):	Lloyd Tesch	<i>Lloyd Tesch</i>	3/23/2023	
Chief Operating Officer:	Clark Hopp	<i>Clark Hopp</i>	3/23/2023	
Grant Administration:	Christina Isabelle-Glover	N/A		
Chief Financial Officer:	Michelle Maddox			
Accounting Department:	Amy Kinnaman	<i>Amy Kinnaman</i>	3/23/2023	
CEO & President:	Bill O'Leary			
Board of Directors:	John Shively			

Original Form Must Be Returned to Accounting

Alaska Railroad Corporation
Authorization for Expenditure Form

For Accounting Use Only

AFE# 11162

Page 2

Is this project related to health and/or safety?	Yes	If yes describe:
This project will complete maintenance on the "Industry track", ensuring safe passage of trains.		
Scope of Work:		
This project will conduct maintenance on ARRC tracks known as "Industry Track B", which primarily serves ARRC Lessee ABI Cement at their Fairbanks terminal on Wells St. The work includes, but is not limited to, the replacement of rail, ties and in some cases turnout.		
ARRC Business Justification		
Project upgrades Industry Track B to FRA Standards in order to provide continued rail service to our Lessees. The rail and ties are in poor condition and hinders our ability to properly serve customers. Industry Track B has seen significant traffic growth. This project will support the efficient movement of railcars to all our customers.		
Alternatives Considered:		
Without Industry B Track Upgrade, Lessee's will not have opportunities for rail delivery and future growth.		
Preliminary Budget:		
Line Description	Amount	
Equipment	\$	20,000
Labor (Fully Burdened)	\$	70,000
Materials	\$	-
Contracts	\$	460,000
Other Expenses	\$	-
Total	\$	550,000

Note: All health and/or safety related project(s) should be the highest ranked project(s) in the department.

Adopted:

Resolution No. 2023-11

Relating to TSA Cybersecurity Directive
Projects (AFE No. 11163)

WHEREAS, the Alaska Railroad Corporation (“ARRC”) maintains a cybersecurity program to ensure the security of its Information Technology (“IT”) and Operational Technology (“OT”) resources; and

WHEREAS, the federal Transportation Security Administration (“TSA”) on October 24, 2022, instituted a directive entitled Security Directive (SD) 1580/82-2022-01, Rail Cybersecurity Mitigation Actions and Testing (“TSA Security Directive”), the purpose of which is to address ongoing cybersecurity threats to surface transportation systems and associated infrastructure and to protect against the significant harm to the national and economic security of the United States that could result from the degradation, destruction and/or malfunction of systems that control such infrastructure; and

WHEREAS, Management has determined that the TSA Security Directive applies to ARRC and its infrastructure and operations; and

WHEREAS, ARRC is currently engaged with TSA in a process toward achieving approval of a Cybersecurity Implementation Plan (CIP) and Cybersecurity Assessment Program (“CAP”) for ARRC; and

WHEREAS, projects associated with the CIP will require large investments of both time and hardware costs between the present and December 2026, after which ARRC will have an ongoing obligation to assess conformance with TSA cybersecurity regulations; and

WHEREAS, the projects funded by AFE No. 11163 will be part of ARRC’s required activities under its CIP and CAP, and will support and enhance ARRC’s ongoing efforts to ensure the security of IT and OT resources; and

WHEREAS, funding for said projects will be 100% internal ARRC funds in the amount of \$350,000, and will complement additional projects that ARRC intends to fund with federal grant funds when such are available; and

WHEREAS, the authority of ARRC’s President & Chief Executive Officer to approve an unbudgeted capital expenditure is limited to matters with an estimated total cost of no more than \$300,000, with higher estimated cost matters requiring Board approval pursuant to ARRC’s Approval Authority Guide.

NOW THEREFORE BE IT RESOLVED, that the ARRC Board of Directors has considered the TSA Cybersecurity Directive Projects proposal as presented by ARRC Management and hereby approves AFE No. 11163 in the amount of \$350,000 for the purposes stated therein.

Alaska Railroad Corporation
Authorization for Expenditure Form

For Accounting Use Only

AFE# 11163

Page 1

General Information:	
AFE Title:	TSA Cybersecurity Directive - Enhancements
Prepared By:	LaFewt Knox
Resp. Center (Name):	Information Technology Security
Resp. Center (#):	2610
Depreciation Center:	2600-Info, Tech & Telecom Admin
Line of Business:	Technology
Spending Timetable:	
2023	\$ 350,000
2024	\$ -
2025	\$ -
2026	\$ -
2027	\$ -
Total	\$ 350,000
Other Information	
Useful Life (Years):	5
Annual Depreciation:	\$ 70,000
Estimated Annual Operating Costs	\$ -

Included in Capital Budget:		
Capital Budget	Year:	2023 Unbudgeted
Total Amount	\$	350,000
Source of Funding	ARRC	\$ 350,000
Source of Funding	FTA	\$ -
Source of Funding		\$ -
Grant Number		
Grant Name		
AFE History:		
	Amount	Date Prepared
Original AFE	\$ 350,000	03/15/23
Supplemental #1	\$ -	
Supplemental #2	\$ -	
Supplemental #3	\$ -	
Supplemental #4	\$ -	
Supplemental #5	\$ -	
Supplemental #6	\$ -	
Supplemental #7	\$ -	
Total	\$ 350,000	

Required Signatures for Approval:			
(if applicable)	Last Name(s) (Print)	Signature	Date
Project Manager:	Beth Fleischer	<i>Beth Fleischer</i>	3/23/2023
Responsible Owner:	Beth Fleischer	<i>Beth Fleischer</i>	3/23/2023
VP, Owner Department:	Michelle Maddox	<i>Michelle Maddox</i>	3/22/2023
Functional User(s):	Joe Carlton	<i>Joe Carlton</i>	3/23/2023
Chief Operating Officer:	Clark Hopp	<i>Clark Hopp</i>	3/23/2023
Grant Administration:	Christina Isabelle-Glover	N/A	
Chief Financial Officer:	Michelle Maddox	<i>Michelle Maddox</i>	3/22/2023
Accounting Department:	Amy Kinnaman	<i>Amy Kinnaman</i>	3/23/2023
CEO & President:	Bill O'Leary		
Board of Directors:	John Shively		

Original Form Must Be Returned to Accounting

Alaska Railroad Corporation
Authorization for Expenditure Form

For Accounting Use Only

AFE# 11163

Page 2

Is this project related to health and/or safety?	Yes	If yes describe:
The projects protects the Alaska Railroad against cyberattacks by making our Information Technology and Operational Technology resources more resilient against malice intent.		
Scope of Work:		
Project funding supports phase 1 of the CIP (Cybersecurity Implementation Plan) to address planning and re-design of ARRC's technology network in an effort to increase cybersecurity. Funding will support contract services to perform review, analysis and network design to comply with the CIP (Cybersecurity Implementation Plan) and CAP (Cybersecurity Assessment Plan) as required by the Security Directive (SD) 1580/82-2022-01 and SD 1580-21-01A.		
Anticipated details of phase 2 are specifically defined in the CIP and the CIP. At a minimum the second phase of the project will focus on the implementation of the prescribed network re-design, OT (Operations Technology) and IT (Information Technology) network segmentations, system wide central management and lifecycle management for network devices and Multifactor Authentication Project and SOC Implementation. The detailed scopes of work expected in phase 2 will be better defined once initial design work is completed.		
ARRC Business Justification		
The Transportation Security Administration (TSA) has issued Security Directive (SD) 1580/82-2022-01 and SD 1580-21-01A. Under this directive ARRC is categorized as a Critical Cyber System (CCS) and is compelled to comply with the requirements of the directive. The system upgrades will fortify ARRCs existing Cybersecurity Program and accelerate and enhance our existing efforts to ensure the security of our business.		
Failure to comply with directive can result in penalties totally \$13K a day.		
Alternatives Considered:		
N/A		
Preliminary Budget:		
Line Description	Amount	
Equipment	\$	-
Labor (Fully Burdened)	\$	50,000
Materials	\$	-
Contracts	\$	300,000
Other Expenses	\$	-
Total	\$	350,000

Note: All health and/or safety related project(s) should be the highest ranked project(s) in the department.

Adopted:

Resolution No. 2023-12

Relating to Appointment to Tax Deferred Savings and Pension Committee, Non-Represented Tax Deferred Savings Committee, and 457 Deferred Compensation Committee

WHEREAS, the Alaska Railroad Corporation (“ARRC”) sponsors a pension plan, a represented employee 401(k) tax deferred savings plan, a non-represented employee 401(k) tax deferred savings plan, and a non-represented employee Section 457 deferred compensation plan for corporate employees; and

WHEREAS, the Corporate Pension Plan and the Represented Employee 401(k) Tax Deferred Savings Plan are administered by the Pension and Represented 401(k) Tax Deferred Savings Committee, which consists of three management and two union employees; and

WHEREAS, the Non-Represented Employee 401(k) Tax Deferred Savings Plan and the 457 Deferred Compensation Plan are administered by the Non-Represented Tax Deferred Savings Committee, which consists of three management employees; and

WHEREAS, it is necessary from time to time to remove people from said committees and to fill vacancies on said committees; and

WHEREAS, Michael Humphrey, Manager, Benefits and Records, who has been a member of the aforementioned Committees, is retiring from the Corporation on April 1, 2023; and

WHEREAS, Theresa MacLeod, Manager, Retirement Plans, has administered the above-mentioned Plans since 2012;

NOW THEREFORE BE IT RESOLVED, that the ARRC Board of Directors hereby appoints Theresa MacLeod to the Pension and Represented 401(k) Tax Deferred Savings Committee, the Non-Represented Tax Deferred Savings Committee, and the 457 Deferred Compensation Committee in accordance with the provisions of the respective plan documents.

Adopted:

Resolution No. 2023-13

Relating to Appointment to Health Care
Trust Committee

WHEREAS, the Alaska Railroad Corporation (“ARRC”) sponsors a post-retirement medical plan for corporate employees; and

WHEREAS, the ARRC Health Care Trust is administered by the Health Care Trust Committee consisting of the Chief Financial Officer, the Chief Human Resources Officer, and the Manager, Benefits and Records; and

WHEREAS, it is necessary from time to time to remove people from said committee and to fill vacancies on said committee; and

WHEREAS, Michael Humphrey, Manager, Benefits and Records, who has been a member of the aforementioned Committee, is retiring from the Corporation on April 1, 2023, and is being replaced by Megan Schmidt as Manager, Benefits and Records.

NOW THEREFORE BE IT RESOLVED, that the ARRC Board of Directors hereby appoints Megan Schmidt to the Health Care Trust Committee in accordance with the provisions of the Plan document.

LEASE SUMMARY

LESSEE: Harbor 360, LLC

CONTRACT NO: 20870

LEASE DESCRIPTION: A parcel of land located within the U.S. Survey 9000, Lot 2 of the Alaska Railroad Seward Reserve in the Seward Recording District, Third Judicial District, State of Alaska. Containing approximately 105,803 square feet, more or less.

KEY CONTRACT PROVISIONS:

Estimated Effective Date: June 1, 2023

Rental Rate: 8%

Lease Term: Not to exceed Fifty (50) Years

Rent Adjustment: Rent adjusted every 5 years with adjusted annual rent not to exceed 135% of the prior year's annual rent or to decrease to less than 65% of the prior year's annual rent except that in lease years 36, rent will be adjusted to reflect then-current fair market rent without regards to any minimum or maximum adjustment limits.

Option to Extend: N/A

Lease Area: 105,803 sq. ft., more or less.

Base Annual Rent: \$TBD (based on appraised value)

Prior Annual Rent: \$136,209.00 annually (3 lease parcels combined)

PUBLIC NOTICE: Yes, public comment will expire April 21, 2023.

LEGAL REVIEW: Yes

INTENDED USE: Hospitality and tour operations consistent with Lessee's business.

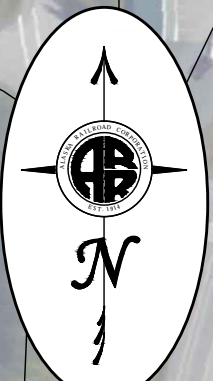
SUMMARY AND RECOMMENDATIONS: Lessee currently leases a majority of the property to be included under this new lease under three (3) separate ground leases with varied terms, including one for the site of a hotel which has an expiration date of December 31, 2071. The objective of the proposed transaction is to consolidate the three agreements into a single long-term ground lease that also will include some tidelands not currently leased, all to be used for harbor tour operations. Planned improvements include a small extension to the hotel for improved efficiency and removal of existing scrapped rail cars to accommodate improved pedestrian and vehicle traffic flow. Approval is recommended subject to receiving no negative public comment on or before April 21, 2023. If adverse comments are received after the March 30 Board meeting, they will be considered and, if appropriate, the matter will be re-presented to the Board of Directors.

APPROVED: _____

Board Meeting Date: _____

**Jennifer Mergens
ARRC Board Secretary**

ALASKA RAILROAD



**Lease 20870
Parcel 1 Uplands**
76,514 sq ft± (1.76 ac±)

Line #	Length	Direction
L1	2.65'	N89°52'46"W
L2	146.29'	S30°58'09"W
L3	13.67'	N01°34'25"E

L=131.75'
R=339.44'
D=22°14'19"
Chd Brg=N21°47'29"E
Chd Dist=130.93'

L=140.71'
R=257.27'
D=31°20'14"
Chd Brg=N17°14'43"E
Chd Dist=138.90'

L=183.96'
R=1008.07'
D=10°27'21"
Chd Brg=N12°13'31"E
Chd Dist=183.71'

Curve #	Length	Radius	Delta	Chd Brg	Chd Dist
C1	205.21'	2764.82'	4°15'09"	S04°14'06"W	205.16'
C1a	4.49'	2764.82'	0°05'35"	S02°09'19"W	4.49'
C1b	200.72'	2764.82'	4°09'34"	N04°16'53"E	200.68'
C2	48.13'	339.44'	8°07'27"	N06°36'51"E	48.09'
C3	22.35'	20.00'	64°02'41"	N34°33'59"E	21.21'

**Lease 20870
Parcel 2 Tidelands**
29,289 sq ft± (0.67 ac±)



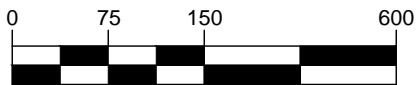
ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 20870 - Exhibit A
Harbor 360, LLC
Area = 105,803 sq ft± (2.43 ac±)

ARRC title - Patent 50-2005-0039 - USS 9000 Lot 2

DRAWN BY: DCA	SCALE: 1" = 150'	DATE: 2023-01-19
CHECKED BY: DCA	Seward Terminal Reserve	
APPROVED BY: DCA		

R:\00 RED\LEASES\SEW\20870-L.dwg



1 Inch = 150 Feet

For indexing purposes this property is located in the NW1/4 Sec. 3 T1S R1W S.M.

AlaskaRailroad.com

LEASE SUMMARY

LESSEE: MRT, Inc. dba Signature Land Services

CONTRACT NO: 20883

LEASE DESCRIPTION: A parcel of land consisting of Lots 24 and 25 of the ARRC Post Road Industrial Lease Lots located within the ARRC Anchorage Reserve measuring approximately 23,804 square feet more or less.

KEY CONTRACT PROVISIONS:

Estimated Effective Date: June 1, 2023

Prior Annual Rent: \$16,450.80 annually

Lease Term: Not to exceed Thirty-five (35) Years

Rental Rate: 8%

Option to Extend: N/A

Rent Adjustment: Rent adjusted every 5 years with adjusted annual rent not to exceed 135% of the prior year's annual rent or to decrease to less than 65% of the prior year's annual rent.

Lease Area: 23,804 sq. ft., more or less.

Base Annual Rent: \$TBD (based on appraised value)

PUBLIC NOTICE: Yes, public comment period expires March 30, 2023.

LEGAL REVIEW: Yes

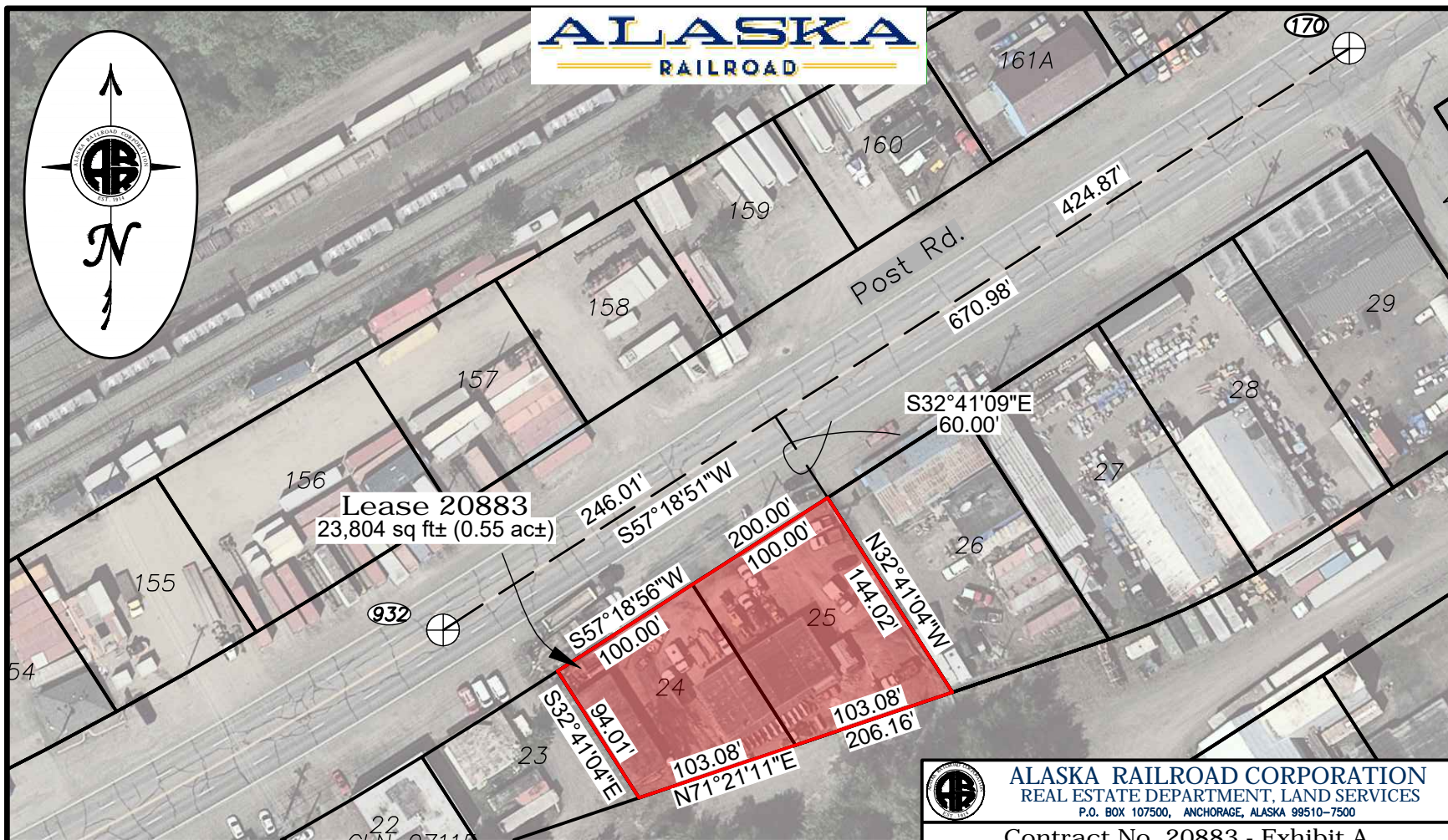
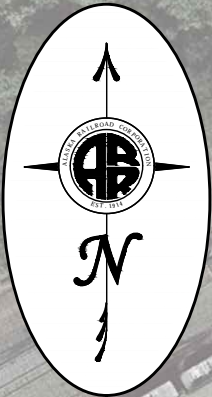
INTENDED USE: Equipment Storage & Repair.

SUMMARY AND RECOMMENDATIONS: Lessee currently leases the property under a ground lease for a term of thirty-five (35) years, which is due to expire October 31, 2023. Lessee is requesting a new thirty five (35)-year ground lease. Approval is recommended.

APPROVED: _____

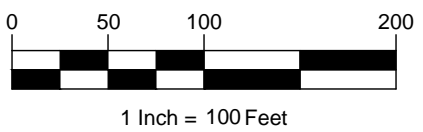
Board Meeting Date: _____

Jennifer Mergens
ARRC Board Secretary



Lease 20883
23,804 sq ft± (0.55 ac±)

The meridian of this exhibit is based on monuments 170 and 932 of Plat 2009-55



For indexing purposes this property is located in the SE1/4 Sec. 8, T13N, R3W S.M.

AlaskaRailroad.com

 **ALASKA RAILROAD CORPORATION**
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 20883 - Exhibit A
MRT, Inc.
Area = 23,804 sq ft± (0.55 ac±)

ARRC title - Patent 50-2008-0196 - USS 9112

DRAWN BY:	DCA	SCALE:	1" = 100'	DATE:	2023-02-10
CHECKED BY:	DCA	Anchorage Terminal Reserve			
APPROVED BY:	DCA				
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LEASE SUMMARY

LESSEE: Winklmann, John & Patricia

CONTRACT NO: 20876

LEASE DESCRIPTION: A parcel of land located within the ARRC Healy Reserve, known as Lot 3 of ARRC Lignite Lease Lots as depicted on the unrecorded Renshaw Consulting Engineering plat with a drafted date of May 18, 1979.

KEY CONTRACT PROVISIONS:

Estimated Effective Date: June 1, 2023

Prior Annual Rent: \$804.00 annually

Lease Term: Not to exceed Thirty-Five (35) Years

Rental Rate: 8%

Option to Extend: N/A

Rent Adjustment: Rent adjusted every 5 years with adjusted annual rent not to exceed 135% of the prior year's annual rent or to decrease to less than 65% of the prior year's annual rent.

Lease Area: 43,560 sq. ft., more or less.

Base Annual Rent: \$TBD (based on appraised value)

PUBLIC NOTICE: Yes, public comment period expires March 30, 2023.

LEGAL REVIEW: Yes

INTENDED USE: Residential.

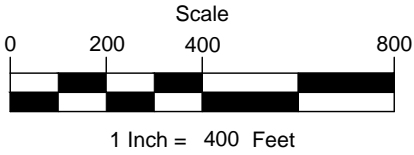
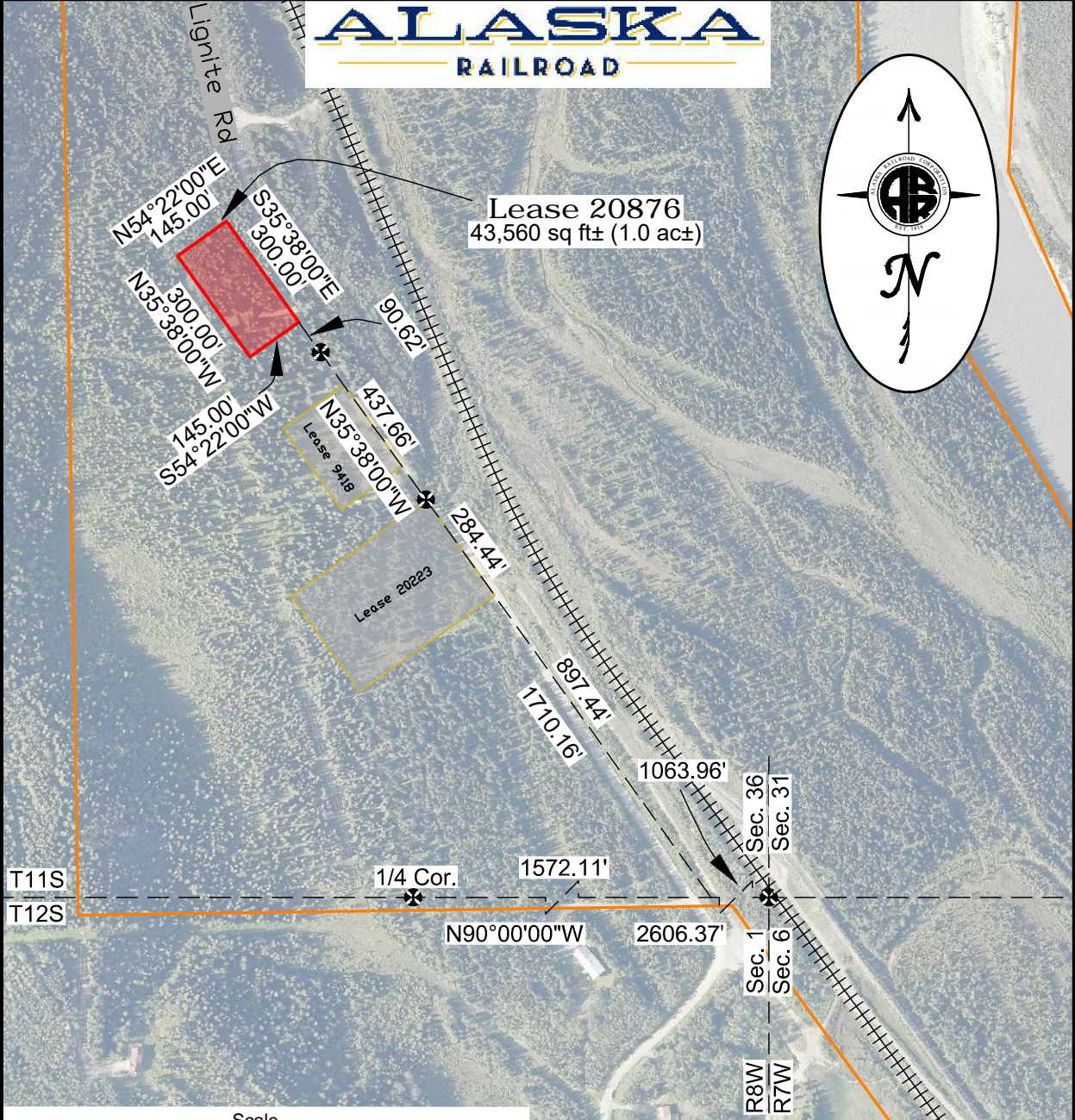
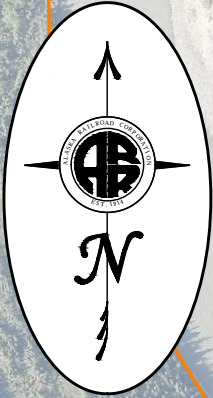
SUMMARY AND RECOMMENDATIONS: Lessees have occupied the leased premises since before the transfer of ownership of the Alaska Railroad from the United States to the State of Alaska in 1985. Following transfer of the Railroad to the State, Lessees entered the current ground lease for a term of thirty-five (35) years. The current lease expired December 31, 2022, but remains in place in holdover status. Lessee is requesting a new thirty-five (35) year ground lease to accommodate continued residence. Approval is recommended.

APPROVED: _____

Board Meeting Date: _____

**Jennifer Mergens
ARRC Board Secretary**

ALASKA RAILROAD



The meridian of this exhibit is based on the unrecorded plat showing the Lignite Lease Lots drawn by Renshaw Consulting Engineering with a drafted date of 5/18/79.

For indexing purposes this property is located in the SE1/4 Sec. 36 T11S R8W F.M.

ALASKA RAILROAD CORPORATION
 REAL ESTATE DEPARTMENT, LAND SERVICES
 P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 20876 - Exhibit A

John & Patricia Winklmann

Area = 43,560 sq ft ± (1.0 ac ±)

ARRC title - Patent 50-2005-0240 - Sec. 36 T11S R8W

DRAWN BY: DCA	SCALE: 1" = 400'	DATE: 2023-02-08
CHECKED BY: DCA	Healy Terminal Reserve	
APPROVED BY: DCA		
R:\00 RED\LEASES\HEA\20876-L.dwg		

PERMIT SUMMARY

PERMITTEE: Atlas Tower 1, LLC

CONTRACT NO: 20889

PERMIT AREA DESCRIPTION: A parcel of land containing 600 square feet within the ARRC Right of Way (ROW) at ARRC Milepost 11.68, at the location known as "Divide", Seward Highway Milepost 11.4.

KEY CONTRACT PROVISIONS:

Estimated Effective Date: May 1, 2023

Permit Area: 600 square feet

Permit Term: Five (5) years

Base Annual Rent: \$18,000

Option to Extend: Nine (9) Five (5)-year options exercisable by permittee

Prior Annual Rent: N/A

Rent Adjustment: Annual 3% increases.

PUBLIC NOTICE: Yes, public comment period expires March 30, 2023

LEGAL REVIEW: Yes

INTENDED USE: Construction and operation of a new 150' tower to serve as a cell tower site.

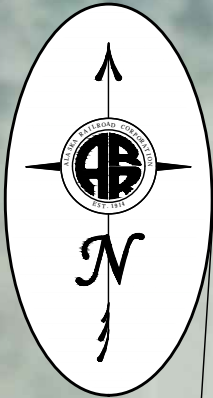
SUMMARY AND RECOMMENDATIONS: The prospective permittee, which plans to construct the same project that was proposed but not pursued by another proposed permittee previously approved by the Board, has requested a long-term agreement, which is necessary to accommodate the permittee's contracts for use of the tower with a major communications company. Permittee will need to obtain all necessary permits to proceed with proposed development, and the proposed permit will so require. Plans and location have been reviewed and approved by ARRC Operations and Engineering. The proposed permit will include a provision relating to termination of the permit or a change in location of the permit area in the event such is required due to changes to ARRC facilities. Approval of the proposed permit is recommended.

APPROVED: _____

Board Meeting Date: _____

**Jennifer Mergens
ARRC Board Secretary**

ALASKA RAILROAD



Seward Hwy Permit 9670

Alaska Railroad Right of Way

ARRC MP 11.68

65'±

Permit 20889
600 sq ft±
(20'± x 30'± Fenced Area)

Seward Highway

Alaska Railroad Right of Way



ALASKA RAILROAD CORPORATION
REAL ESTATE DEPARTMENT, LAND SERVICES
P.O. BOX 107500, ANCHORAGE, ALASKA 99510-7500

Contract No. 20889 - Exhibit A
Atlas Tower 1, LLC

Fenced area approx. 20' x 30'
(600 sq ft±)

ARRC title - Patent 50-2005-0041 - Lot 1, USS 9001



1 Inch = 100 Feet

For indexing purposes this property is located in the NW1/4 Sec. 19, T2N, R1E, S.M.

DRAWN BY: AMB	SCALE: 1" = 100'	DATE: 2023-02-16
CHECKED BY: DCA	Approx. ARRC MP 11.68	
APPROVED BY: DCA		

R:\00 RED\PERMITS\20889-P.dwg

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