

**FIRST AMENDMENT
TO
ALASKA RAILROAD CORPORATION PENSION PLAN**

The Alaska Railroad Corporation (the "Employer") has adopted and maintains the Alaska Railroad Corporation Pension Plan (the "Plan"), amended and restated as of January 1, 2011. Pursuant to the power of amendment contained in Article X of the Plan, the Employer hereby amends the Plan in the following respects, effective November 10, 2011:

1. The Eligibility Waiting Period contained in Appendix C for The American Train Dispatchers Department/International Brotherhood of Locomotive Engineers, AFL-CIO is changed to 0 days of employment.

All other terms of the Plan shall remain in full force and effect.

IN WITNESS THEREOF, the Employer has caused this amendment to be duly executed on this 29th day of December 2011.

ALASKA RAILROAD CORPORATION

By: Christopher Haden
Its: President and CEO

Susan Lundemuth
Witness

**SECOND AMENDMENT
TO
ALASKA RAILROAD CORPORATION PENSION PLAN**

The Alaska Railroad Corporation (the "Employer") has adopted and maintains the Alaska Railroad Corporation Pension Plan (the "Plan"), amended and restated as of January 1, 2011. Pursuant to the power of amendment contained in Article X of the Plan, the Employer hereby amends the Plan in the following respects, effective upon execution unless otherwise provided below:

1. The Eligibility Waiting Period contained in Appendix C for the United Transportation Union, Local 1626, AFL-CIO is changed to 0 days of employment.
2. The effective date of this amendment shall be January 20, 2012 for participants who are members of UTU.

All other terms of the Plan shall remain in full force and effect.

IN WITNESS THEREOF, the Employer has caused this amendment to be duly executed on this 27th day of January 2012.

ALASKA RAILROAD CORPORATION

By:

Christopher Adair

Its:

President and CEO

Pamela Barbeau

Witness

THIRD AMENDMENT
TO THE
ALASKA RAILROAD CORPORATION
PENSION PLAN

The Alaska Railroad Corporation (the "Employer") has adopted and maintains the Alaska Railroad Corporation Pension Plan (the "Plan"), as amended and restated January 1, 2011. Pursuant to the power of amendment contained in Section 10.1 of the Plan, the Employer hereby amends the Plan in the following respects, effective as of date of approval:

1. Section 9.1 Plan Administrator, subsection (b), is amended in its entirety to read as follows:

- (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(a).

2. Section 9.2(a) General is amended by replacing the fourth paragraph thereof in its entirety with the following:

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.

3. Section 11.4 Funding-Related Duties and Responsibilities of Board, Trustee, Investment Manager, and Committee is renamed Funding-Related Duties and Responsibilities of the Trustee, Investment Manager and Committee.

4. Section 11.4(a) Board is renamed Committee and is amended in its entirety to read as follows:

- (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.

5. Section 11.4(d) Committee Powers Concerning Plan Assets is amended by replacing the introductory clause before subsection (i) with the following:

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:

IN WITNESS WHEREOF, the Employer has caused this amendment to be duly executed on this 8 day of MARCH 2013.

ALASKA RAILROAD CORPORATION

BY: Christopher Azdu

ITS: President and CEO

Cheryl A. Sautel

WITNESS



ALASKA RAILROAD CORPORATION
Tax Deferred Savings and Pension Committee

August 20, 2012

SUBJECT: Designation of Claims Administrator(s)

Article IX, Section 9.6(a) of the Alaska Railroad Corporation Pension Plan provides that the members of the Committee shall designate one or more persons on the Railroad's Human Resources 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.

Section 8.6 (a) of the Alaska Railroad Corporation 401 (k) Tax Deferred Savings Plan for Represented Employees provides that the members of the Committee shall designate one or more persons on the Railroad's Human Resources 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.

The Committee hereby designates the incumbents in the following Human Resources staff positions to serve as Claims Administrator for the Corporation Pension Plan:

Retirement Specialist
Manager, ARRC Retirement Plans
Director, Human Resources

The Committee hereby designates the incumbents in the following Human Resources staff positions to serve as Claims Administrator for the 401(k) Tax Deferred Savings Plan for Represented Employees:

Retirement Specialist
Manager, ARRC Retirement Plans
Director, Human Resources

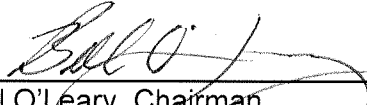
The Committee hereby designates the following entity to serve as Claims Administrator for the Corporation Pension Plan:

Vanguard

The Committee hereby designates the following entity to serve as Claims Administrator for the 401(k) Tax Deferred Savings Plan for Represented Employees:

Vanguard

Approved at the August 20, 2012 meeting of the Tax Deferred Savings and Pension Committee.



Bill O'Leary, Chairman
Tax Deferred Savings and Pension Committee

8/29/12
Date

or witnessed by a Plan representative. If no designated Beneficiary survives the Participant, the death benefit, if any, shall be paid to the following in the order named:

- (a) Spouse or Partner;
- (b) descendants, per stirpes;
- (c) parents;
- (d) brothers and sisters;
- (e) estate.

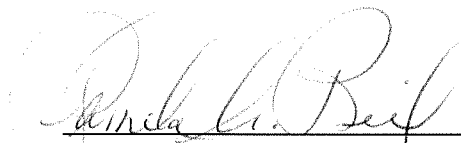
12.4 Refund Prior to Retirement

At any time after Termination of employment, but before the Pension Starting Date, a Participant may make a single sum withdrawal of his or her contributions with interest by making written application to the Committee at least 60 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. If the Participant has a Partner, any such application must be signed by the Participant's Partner and the Partner's signature must be notarized or witnessed by a Plan representative. 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 7.3. If such a withdrawal is made, and the forfeited Accrued Benefit and Credited Service are not reinstated under Section 7.3, no death benefits under Section 6.1 or Section 12.3 shall be payable thereafter to the Participant's Beneficiary, and no Retirement Benefit 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 27 day of Dec, 2010.

ALASKA RAILROAD CORPORATION



Witness



Christopher Aadnesen

President & C.E.O

Title

ALASKA RAILROAD CORPORATION

Pension Plan

As Amended and Restated

Effective January 1, 2011

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	2
1.1 Accrued Benefit	2
1.2 Active Participant.....	2
1.3 Actuarially Equivalent	2
1.4 Affiliated Company	2
1.5 Beneficiary	3
1.6 Board.....	3
1.7 CEO.....	3
1.8 Code	3
1.9 Committee.....	4
1.10 Credited Service.....	4
1.11 Deferred Retirement Benefit.....	4
1.12 Deferred Retirement Date	4
1.13 Disabled	4
1.14 Early Retirement Benefit	5
1.15 Early Retirement Date.....	5
1.16 Earnings	5
1.17 Effective Date	6
1.18 Eligible Employee.....	6
1.19 Employee	7
1.20 Employer.....	7
1.21 Employment Commencement Date	7
1.22 Final Average Earnings.....	7
1.23 Hour of Service	8
1.24 Leased Employee	8
1.25 Management Participant	8
1.26 Normal Retirement Benefit.....	8
1.27 Normal Retirement Date	8
1.28 Participant	8
1.29 Partner	9
1.30 Pension Starting Date.....	9

1.31	Period of Service.....	9
1.32	Period of Severance	10
1.33	Plan	10
1.34	Plan Administrator	10
1.35	Plan Year.....	10
1.36	Railroad.....	10
1.37	Retirement Benefit.....	10
1.38	Retirement Date	10
1.39	Service.....	11
1.40	Severance From Service Date.....	11
1.41	Special Services Employee	11
1.42	Spouse	11
1.43	Temporary Termination	11
1.44	Terminate; Terminated; Termination.....	11
1.45	Trust or Trust Fund	12
1.46	Trustee.....	12
1.47	Union.....	12
1.48	Union Participant	12
1.49	Additional Definitions in Plan	12
ARTICLE II PARTICIPATION.....		13
2.1	Eligibility for Participation	13
2.2	Reemployment After Termination.....	13
ARTICLE III RETIREMENT DATES		14
3.1	Normal Retirement Date.....	14
3.2	Early Retirement Date.....	14
3.3	Deferred Retirement Date	15
ARTICLE IV RETIREMENT BENEFITS		16
4.1	Accrued Benefit	16
4.2	Normal Retirement Benefit.....	16
4.3	Early Retirement Benefit	16
4.4	Deferred Retirement Benefit.....	17
4.5	Reemployment	17
4.6	Benefits for Terminated Participants	18

4.7	Cost-of-Living Increases.....	18
ARTICLE V	FORMS OF PAYMENT.....	19
5.1	Forms of Payment.....	19
5.2	Automatic Form of Benefit.....	20
5.3	Limitations on Payments.....	22
5.4	Benefit Notice, Benefit Election and Consent Requirements.....	22
5.5	Directed Rollovers	23
ARTICLE VI	DEATH AND DISABILITY BENEFITS	26
6.1	Pre-Retirement Death Benefit for Surviving Spouse or Partner.....	26
6.2	Disability Benefits	28
ARTICLE VII	VESTING.....	30
7.1	Vesting.....	30
7.2	Termination Prior to Vesting	30
7.3	Termination and Reemployment.....	31
7.4	Forfeitures.....	31
ARTICLE VIII	LIMITATIONS ON BENEFITS.....	32
8.1	Maximum Annual Benefit Payable Under the Plan.....	32
ARTICLE IX	ADMINISTRATION OF THE PLAN	33
9.1	Plan Administrator	33
9.2	Committee.....	33
9.3	Expenses	36
9.4	Insurance.....	36
9.5	Commencement of Benefits.....	37
9.6	Claims Procedure	37
9.7	Plan Administration - Miscellaneous.....	39
9.8	Domestic Relations Orders	42
9.9	Plan Qualification	44
9.10	Deductible Contribution.....	44
9.11	Rollovers.....	44
9.12	Payment of Benefits Through Purchase of Annuity Contract	44
9.13	Uniformed Services Employment and Reemployment Rights Act	45
ARTICLE X	AMENDMENT AND TERMINATION	46
10.1	Amendment.....	46

10.2	Amendment - Consolidation or Merger	46
10.3	Termination of the Plan	46
10.4	Allocation of the Trust on Termination of Plan.....	47
ARTICLE XI FUNDING		48
11.1	Contributions to the Trust	48
11.2	Trust for Exclusive Benefit of Participants.....	48
11.3	Disposition of Credits and Forfeitures.....	48
11.4	Funding-Related Duties and Responsibilities of Board, Trustee, Investment Manager, and Committee	48
ARTICLE XII EMPLOYEE CONTRIBUTIONS.....		51
12.1	Employee Contributions	51
12.2	Rate of Interest.....	51
12.3	Death Benefits.....	51
12.4	Refund Prior to Retirement.....	52
APPENDIX A.....		53
APPENDIX B.....		54
APPENDIX C.....		55

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, 2011, 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 amended to reflect certain provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001, (“EGTRRA”) (“the EGTRRA Amendments”) and such EGTRRA Amendments were intended as good faith compliance with the requirements of EGTRRA and shall be construed in accordance with EGTRRA and guidance issued thereunder and such EGTRRA Amendments supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of EGTRRA; and

WHEREAS, except as otherwise provided, the Plan was amended to comply with EGTRRA effective as of the first day of the first Plan Year beginning after December 31, 2001; and

WHEREAS, the Plan was last restated effective January 1, 1999, and since then has been amended on October 17, 2001, December 30, 2002, October 1, 2004, October 31, 2005, December 22, 2005, December 7, 2006, May 15, 2007, August 22, 2007 and December 13, 2007; 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, that apply to governmental plans, and other applicable law;

NOW, THEREFORE, effective January 1, 2011, 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 Internal Revenue Code, the Age Discrimination in Employment Act 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.

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 his or her Accrued Benefit on December 31, 2010.

1.2 Active Participant

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

1.3 Actuarially Equivalent

“Actuarially Equivalent” and similar terms (for purposes other than determining contributions to the Trust) means 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:

- (a) with respect to survivor’s benefits under a Joint and Survivor Annuity form of payment permitted under Section 5.1(b), the person who the Participant designates as his or her joint annuitant, which designation may not be changed after the Pension Starting Date;
- (b) with respect to pre-retirement death benefits pursuant to Section 6.1, the person (or persons, who may be named contingently or successively) who survives the Participant and who is: (i) for a single Participant (except a Participant with a Partner), the person designated to be the Beneficiary by the Participant, and such designation may be changed by the Participant at any time prior to his or her death; and (ii) for a married Participant the Participant’s surviving Spouse; and (iii) for a Participant with a Partner, the Participant’s Partner; and
- (c) with respect to death benefits pursuant to Section 12.3, the person (or persons, who may be named contingently or successively) who survives the Participant and who is designated by the Participant. Such designation may be changed by the Participant at any time prior to his or her death.

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.

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 10.2.

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 permanently incapable of continuing in the employment of the Railroad in his or her own job, or any other capacity which would pay at least 80 percent of his or her annualized Earnings for the Plan Year in which the Employee's disability leave commenced;
- (c) in the opinion of 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.

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 Section 414(h) of the Code, and any Employee salary reduction contributions to any other benefit plan, such as under Code Sections 125, 401(k) 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.

1.17 Effective Date

“Effective Date” means September 1, 1985, or with respect to any participating Employer specified in Appendix B, the date such 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; or
- (e) a Special Services Employee.

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 C, 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, collectively or individually as the context may indicate, the Railroad and each employer that is a participating Employer in accordance with Appendix B.

1.21 Employment Commencement Date

“Employment Commencement Date” means the date on which an Employee first completes an Hour of Service for an 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 he or she is a Participant, divided by three, multiplied by 1/12. In the event the Participant 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 by 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 Management Participant

“Management Participant” means a Participant who is not a member of a Union.

1.26 Normal Retirement Benefit

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

1.27 Normal Retirement Date

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

1.28 Participant

“Participant” means any Eligible Employee who qualifies for participation pursuant to Section 2.1 or 2.2. A nonvested Participant shall cease to be a Participant upon the date he or she becomes Terminated. A vested Participant shall cease to be a Participant when

his or her benefit payments from the Plan are completed.

1.29 Partner

“Partner” means the same sex partner of a Participant who has submitted to the Committee satisfactory evidence, including an affidavit and any documentation, required by the Committee to establish the existence of the Partner relationship. The Committee has complete discretion to make any Partner status determination.

A Participant who declares a same sex Partner under this Section shall agree that, if the Participant or Partner no longer meets the requirements for Partner status on or before the Pension Starting Date, the Participant will file with the Committee a written statement of termination of Partner status within 30 days after the date Partner status ends or by the Pension Starting Date, if sooner. A Partner’s entitlement to benefits under the Plan will terminate at midnight on the date Partner status ends, as declared in writing by the Participant. A Participant’s failure to provide any documentation or other evidence reasonably required by the Committee to establish or prove the continuation of the Partner relationship shall result in the loss of any benefits which might otherwise be available to that Participant’s Partner.

The Committee shall be entitled to rely exclusively on the Participant’s representations concerning his or her status under this provision. This provision does not create any rights in persons other than Participants in the Plan.

1.30 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.

1.31 Period of Service

“Period of Service” means the period of time commencing with the later of January 6, 1985, and the Employment Commencement Date, and ending on the Severance From Service Date, during which the individual is an Eligible Employee. Non-successive 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 that collective bargaining agreement, if applicable, 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.

1.32 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.

1.33 Plan

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

1.34 Plan Administrator

“Plan Administrator” means the person or entity designated in Section 9.1 to administer the Plan.

1.35 Plan Year

“Plan Year” initially means the period commencing September 1, 1985 and ending December 31, 1985 and thereafter means the 12-month period commencing each January 1 and ending each December 31 from and after the Effective Date.

1.36 Railroad

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

1.37 Retirement Benefit

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

1.38 Retirement Date

“Retirement Date” for a Participant shall be one of the dates specified in Sections 3.1, 3.2 or 3.3, on which benefits are to commence. If a Participant retires and is subsequently

rehired, he or she shall have an additional Retirement Date following his or her subsequent Termination, on which benefits earned during the period of rehire commence, pursuant to Section 4.5(a).

1.39 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.

1.40 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 and 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.

1.41 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.

1.42 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.

1.43 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.

1.44 Terminate; Terminated; Termination

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

1.45 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.

1.46 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.

1.47 Union

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

1.48 Union Participant

“Union Participant” means a Participant who is a member of a Union.

1.49 Additional Definitions in Plan

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

	<u>Section</u>
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
QDRO	9.8
Requested Date	5.4(a)
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 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 C. If the eligibility waiting period is zero days of employment, an Eligible Employee shall become a Participant on the day he or she 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, he or she 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, he or she must satisfy the applicable eligibility waiting period specified in Appendix C 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 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 he or she first completed an Hour of Service. A Participant who Terminates on or before his or her Normal Retirement Date with a vested Accrued Benefit shall receive his or her benefit as of the 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), he or she 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 age 55 and before the Participant's Normal Retirement Date.

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 his or her Severance From Service Date; provided, however the Deferred Retirement Date for any Participant shall not be later than April 1 following the later of the date the Participant attains age 70½ or the Severance From Service Date and benefits shall be distributed subject to the requirements of Section 5.3. A Participant who continues to work after the Normal Retirement Date shall receive his or her benefit 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), he or she shall be deemed to have elected to defer benefit commencement.

ARTICLE IV

RETIREMENT BENEFITS

4.1 Accrued Benefit

(a) General

The monthly Accrued Benefit for any Participant, expressed as a Single Life Annuity commencing at his or her 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 after 2005 and after completing ten years of Credited Service.

(b) Benefit Protection

Notwithstanding any other provision in the Plan for those Participants impacted by the limitation of Code Section 401(a)(17), their Accrued Benefit under this Plan will be the greater of:

- (i) the sum of:
 - (A) the Participant's Accrued Benefit as of the last day of the last Plan Year beginning before January 1, 1994, frozen; plus,
 - (B) the Participant's Accrued Benefit determined hereunder based on the Participant's Credited Service for Plan Years beginning on or after January 1, 1994; or
- (ii) the Participant's Accrued Benefit determined hereunder based on the Participant's total Credited Service under the Plan.

4.2 Normal Retirement Benefit

A Participant's monthly Normal Retirement Benefit shall equal his or her 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 his or her 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	
	Management Participant	Union Participant
0	100%	100%
1	100%	94%
2	100%	88%
3	100%	82%
4	100%	76%
5	94%	70%
6	88%	64%
7	82%	58%

Notwithstanding the foregoing table, for the purposes of determining an Early Retirement Benefit for a Union Participant, whose Early Retirement Date is on or after the Applicable Bargaining Date specified in Appendix C, the Management Participant reduction factors in the table above shall apply in lieu of the Union Participant reduction factors.

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 he or she had actually retired on the Normal Retirement Date.

4.5 Reemployment

(a) Vested Participant

In the event a vested Participant received a distribution of benefits upon initial Termination and becomes reemployed, his or her Retirement Benefits shall be determined and paid as described below:

- (i) in the event such Participant commenced annuity payments, such annuity 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 and shall be offset by the Actuarial

Equivalent value of prior distributions, but shall not be reduced below the amount payable upon initial Termination. For purposes of this offset, the Actuarial 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 during reemployment shall be paid in the form of payment elected following the subsequent Termination.

(b) Nonvested Participant

In the event a nonvested Participant Terminates at a time when the present value of his or her vested Retirement Benefit is zero, the Employee shall be deemed to have received a distribution of such Retirement Benefit upon Termination pursuant to Section 7.2 and shall no longer be a Participant.

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 of employment.

4.7 Cost-of-Living Increases

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 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 or Partner, if living at the time of the Participant's death. A Participant may elect which percentage shall be payable to the Spouse or Partner. 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 his or her Spouse or Partner.

If the Spouse or Partner dies after the Participant's benefit begins, the Participant's payments will be in the same reduced amount as is otherwise payable under the Joint and Survivor Annuity. If the Spouse or Partner dies prior to the date as of which the Participant's benefit begins, any election of a form of benefit under this Section 5.1(b) shall be automatically canceled. If the Participant dies prior to the date as of which his or her benefit is to begin, the Participant's Spouse or Partner shall not be entitled to receive any payments under this Section 5.1(b). However, a Spouse or Partner may be entitled to a benefit under Section 6.1.

If a Participant names a Spouse or Partner as a joint and survivor annuitant and benefits have commenced, the designation of the Spouse or Partner is irrevocable regardless of whether the marriage or the Partner relationship 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 his or her Retirement Date shall automatically be deemed to have elected the 50 percent Joint and Survivor Annuity option, effective as of such date, with his or her 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 or another joint annuitant. 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 his or her election without any further consent by the Spouse (referred to as "general consent") or permits the Participant to elect only a specific form of payment or a specific joint annuitant (referred to as "specific consent");
- (iii) the Spouse's consent acknowledges the effect of the rejection and that the Spouse has the right to limit consent to a specific joint annuitant and 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 and designates the Spouse as the joint annuitant. 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) Participant With a Partner

The qualified Joint and Survivor Annuity under this Plan with respect to a Participant with a Partner shall be the 50 percent Joint and Survivor Annuity option. Any Participant who has a Partner on his or her Retirement Date or shall automatically be deemed to have elected the 50 percent Joint and Survivor Annuity option, effective as of such date, with his or her Partner as the joint annuitant.

A Participant with a Partner 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 or another joint annuitant. Any such election shall not take effect unless:

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

Partner consent is not required if the Participant elects the 100 percent Joint and Survivor Annuity option and designates the Partner as the joint annuitant. Also, no Partner 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 Partner or because the Partner cannot be located. If the Partner is legally incompetent to give consent, the Partner's legal guardian, even if the guardian is the Participant, may give consent.

(c) Other Participant

An unmarried Participant who does not have a Partner shall receive his or her Retirement Benefits in the form of a Single Life Annuity.

An unmarried Participant who does not have a Partner may elect to reject the Single Life Annuity or revoke such election by filing a written notice with the Committee during the time periods set forth in Section 5.4.

5.3 Limitations on Payments

Notwithstanding any Plan provision to the contrary, all distributions shall be determined and made in accordance with Code Section 401(a)(9) and the Final and Temporary 401(a)(9) Treasury Regulations published April 17, 2002, and any subsequent changes to those regulations, 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 he or she 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 or Partner 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 Normal Retirement Date, 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 his or her 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 his or her 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. If the Participant fails to return signed election forms by the deadline, 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, Partner, 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 following age 70½ pursuant to Code Section 401(a)(9);
- (iii) the rollover of a distribution may only be directed to one Eligible Retirement Plan;

- (iv) a Partner or other 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 an eligible rollover distributions merely because the portion consists of after-tax repayments pursuant to Section 7.3 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 earning 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), that 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 or Partner

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

(a) Death Prior to Termination

In the event a vested Participant dies prior to Termination and before the Pension Starting Date, his or her Surviving Spouse or Partner 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 or Partner'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 Participant's Normal Retirement Date determined as if the Participant had survived. 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

The Spouse or Partner'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 or Partner's death. The monthly death benefit shall equal the amount payable to the surviving Spouse or Partner 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 benefits 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).

Notwithstanding the foregoing, in the event a Participant dies prior to the Normal Retirement Date, a surviving Spouse or Partner 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 he or she had survived. If a surviving Spouse or Partner Beneficiary dies before death benefits commence, no death benefit shall be payable under the Plan.

(b) Death After Termination

In the event a vested Participant dies after Termination and before the Pension Starting Date, his or her surviving Spouse or Partner 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 or Partner's death, unless the Spouse or Partner elects otherwise. The benefit shall equal the amount payable to the surviving Spouse or Partner 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 or Partner 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 he or she had survived. If a surviving Spouse or Partner Beneficiary dies before death benefits commence, no death benefit shall be payable under the Plan.

(c) Non-Spouse Beneficiaries (other than Partners)

In the event a vested Participant has a non-Spouse Beneficiary who is not a Partner, such Beneficiary shall receive a death benefit equal to the value of the Participant's Account balance paid in a single sum payment as soon as administratively feasible after the Participant's death, and not later than the fifth anniversary of the Participant's death.

(d) Refund of Employee Contributions

To the extent total benefits payable to a Participant and his or her 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. A Disabled Participant 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 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. The disability benefit payable under this Section shall be further 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 he or she 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:

- (a) income from any employer or from any occupation for compensation or profit;
- (b) 50 percent of any award provided under the Jones Act of the Maritime Doctrine of Maintenance, Wages and Cure;
- (c) retirement benefits from any source;
- (d) unemployment compensation;
- (e) disability or workers' compensation benefits;
- (f) Social Security benefits;
- (g) benefits from a group insurance or pension plan; and
- (h) no-fault wage replacement benefits.

"Other Income" benefits include amounts which are payable to the Participant, or his or her Spouse, children, or dependents of the Participant or Partner, 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 payment for purposes of this offset.

In the event the Participant dies prior to the Normal Retirement Date, his or her Surviving Spouse or Partner shall be entitled to the death benefit under Section 6.1. If the

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

ARTICLE VII

VESTING

7.1 Vesting

Each Participant shall have a vested, nonforfeitable right to his or her 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%

In addition, each Management Participant shall have a 100 percent nonforfeitable right to his or her Accrued Benefit on the date he or she attains age 58 and the tenth anniversary of the date the Participant first completed an Hour of Service, provided he or she is an Employee on such date. Each Union Participant shall have a 100 percent nonforfeitable right to his or her Accrued Benefit on the date he or she attains age 62 and the tenth anniversary of the date the Participant first completed an Hour of Service, provided he or she is an Employee on such date. An Employee who Terminates with 0 percent vesting in his or her Accrued Benefit shall be deemed “nonvested.”

7.2 Termination Prior to Vesting

(a) Aggregation of Service

For vesting purposes, all Periods of Service before and after a Period of Severance shall be aggregated.

(b) Deemed Cash-Out of Accrued Benefit

If a Participant Terminates at a time when the present value of the Participant’s vested Accrued Benefit is zero, and his or her accumulated Employee Contributions are distributed pursuant to Section 9.7(c) or Section 12.4, the Employee shall be deemed to have received a distribution of such Accrued Benefit and shall no longer be a Participant. If the individual resumes employment with the Employer, the Accrued Benefit will be restored to the amount of such Accrued Benefit on the date of the deemed distribution, provided that the Participant repays the prior distribution pursuant to Section 7.3.

7.3 Termination and Reemployment

For vesting purposes, all Periods of Service before and after a Period of Severance shall be aggregated.

In the event a Participant Terminates and receives a distribution pursuant to Section 12.4, his or her Credited Service preceding the Severance From Service Date shall be forfeited and disregarded, and any Accrued Benefit earned prior to the Severance From Service Date shall be forfeited.

In the event a Participant's Accrued Benefit and Credited Service are forfeited under this Section, they shall be reinstated if the Participant is rehired and repays in full any prior distribution together with interest, from the date of forfeiture through the date repayment is completed. The applicable interest rate 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. The repayments shall not be considered an annual addition pursuant to Code Section 415(k)(3).

Repayment may be made with after-tax dollars through direct repayment, by direct trustee-to-trustee transfer from an eligible deferred compensation plan pursuant to Code Section 457(e)(17) or a tax-deferred annuity pursuant to Code Section 403(b)(13), by rollover from an individual retirement account (or annuity) under Code Section 408(c)(3), or with pre-tax dollars as a "picked-up" contribution under Section 414(h)(2) through payroll deduction. Repayment made by salary reduction must be made pursuant to an irrevocable election to repay the prior distribution with interest over a fixed period of up to five years, and ending before the Participant's Retirement Date. A Participant using the payroll deduction method cannot make direct payments for the same service.

If the Participant commences repayment and then Terminates employment or dies prior to completing the repayment, or otherwise fails to repay the full amount due, upon the Participant's subsequent Pension Starting Date the Participant shall receive pro-rated partial credit for Credited Service; provided that a Participant who Terminates employment may pay the balance due within 60 days after Termination in order to receive full credit. This provision will be administered under the rules and forms approved by the Committee.

7.4 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.

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 Board shall consult with the Committee and consider the Committee's recommendations, but shall have the sole authority to appoint and remove the Trustee and the Investment Manager, and shall also have the sole authority to adopt a funding and investment policy for the Plan, in accordance with Section 11.4(a).
- (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, 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 he or she 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 adopting a funding and investment policy, and appointing, monitoring and removing Committee members, the Trustee, and the Investment Manager.

(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 his or her 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 his or her 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 Employers. 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 employment with the Employer, reached age 70½ or died; 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 specified herein for the commencement of benefits.

If the information required in Section 9.5(a) above 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 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 his or her 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, Gender 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, words in one gender shall include the opposite gender, 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 at least once each Plan Year for Participants for whom such benefits are payable and who have Terminated employment during that Plan Year.

(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, 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 his or her affairs, the Committee may direct the Trustee to make payments to such person or to his or her 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

Any Employer contribution 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.

In the event an incorrect amount is paid to a Participant or Beneficiary, any remaining payments may be adjusted to correct the error. The Committee may take such other action it deems necessary and equitable to correct any such error.

(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 his or her 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, and no member of the Committee, the Employers or the Trustee shall be obligated to search for or ascertain the location of any person. If the Committee doubts whether payments are being received by the person entitled thereto, it shall, by registered mail addressed to the person concerned at the last address known to the Committee, notify such person that all future benefit payments will be withheld until such person submits to the Committee evidence that he or she is still living and the proper mailing address.

(ii) Required Distributions

In the event a distribution is required to commence:

- (A) to a Participant pursuant to Section 5.3 or Section 9.7(c), or
- (B) to a Beneficiary pursuant to Section 6.1 or Section 12.3, or following the death of a Participant who had commenced receiving benefits, and

the Participant or Beneficiary (whichever applies) cannot be located, after the Committee has attempted to contact the Participant or Beneficiary by using the Internal Revenue Service or Social Security Letter Forwarding Programs, or a private locator service, the Participant or Beneficiary's

benefit shall be forfeited as of the last day of the Plan Year in which the distribution was required to commence.

If an affected Participant or Beneficiary later contacts the Committee and provides a proper mailing address, the Plan shall reinstate and pay the benefit to which the Participant or Beneficiary 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 include interest, calculated using the five year U.S. Treasury Constant Maturity Yield for the month of August prior to the Plan Year in which the make-up payment is made, as published in the Federal Reserve Statistical Release, compounded monthly to reflect the period between the date each such payment was due and the date the payment actually is made.

(l) Notices to Participants, Surviving Spouses and Partners

All notices, reports and statements given, made, delivered or transmitted to a Participant, or surviving Spouse or Partner 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, Spouse or Partner at the address last appearing on the records of the Committee. A Participant, surviving Spouse or Partner may record any change of address from time to time by written notice filed with the Committee.

(m) Notices to Employers or Committee

Written directions, notices and other communications from Participants, surviving Spouses or Partners to the Employers 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 (“QDRO”), 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 (currently the Alaska Railroad Corporation Pension Plan Qualified Domestic Relations Order (QDRO) Procedures Packet for Pre-Retirement Participants and the Alaska Railroad Corporation Pension Plan Qualified Domestic Relations Order (QDRO) Procedures Packet for Retired Participants).

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 remarried prior to the time of death, the benefit shall be divided between the alternate

payee and the new spouse. The amount paid to each shall be a prorated amount based on the years of Credited Service during each marriage.

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 with respect to benefits which are in pay status shall establish a separate account under the Plan for any alternate payee pending determination that an order meets the requirements of this Section. If within 18 months after such a separate account is established, the order has not been determined to be a qualified Order, the amount in the separate account 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 7.3.

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), his or her 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 he or she 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 non-discriminatory 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 non-discriminatory 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, effective for judgments, orders, and decrees issued and settlement agreements entered into, on or after August 4, 1997, 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 Board, Trustee, Investment Manager, and Committee

(a) Board

Taking into account the recommendations of the Committee, the Board:

- (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 Board 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 a funding and 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) is either:
 - (A) registered as an investment advisor under the Investment Advisors Act of 1940; or
 - (B) is a bank; or
 - (C) is an insurance company qualified under the laws of more than one state to perform the services described in subparagraph (a); and
- (iii) has acknowledged in writing that he, she or it 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 Board, 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 his or her 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 Section 414(h)(2) of the Code.

12.2 Rate of Interest

For purposes of this Article XII, Employee contributions 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.

12.3 Death Benefits

In the event a nonvested Participant pursuant to Section 7.1 dies, his or her Beneficiary shall receive a death benefit equal to the Participant’s contributions accumulated with interest.

In the event a vested Participant dies and his or her primary Beneficiary who received benefits pursuant to Section 5.1 or 6.1 also dies, then his or her secondary Beneficiary shall receive the Participant’s contributions accumulated with interest to the earliest of the Retirement Date, the date the Participant became Disabled, or the date of death, less the Actuarial Equivalent of any Retirement Benefit and disability benefits paid prior to death and any payments pursuant to Section 5.1 or 6.1 to which a Beneficiary, Spouse, or Partner is entitled. If such 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 his or her Employee contributions made both before and after rehire, accumulated with interest to the earliest of the Retirement Date, the date the Participant became Disabled, or the date of death, following the date of rehire.

Benefits pursuant to this Section 12.3 shall be payable upon the Participant’s death, in a lump sum distribution. A married Participant may not designate a Beneficiary other than his or her Spouse without the Spouse’s written consent, which is notarized or witnessed by a Plan representative. A Participant with a Partner may not designate a Beneficiary other than his or her Partner without the Partner’s written consent, which is notarized

or witnessed by a Plan representative. If no designated Beneficiary survives the Participant, the death benefit, if any, shall be paid to the following in the order named:

- (a) Spouse or Partner;
- (b) descendants, per stirpes;
- (c) parents;
- (d) brothers and sisters;
- (e) estate.

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 his or her contributions with interest by making written application to the Committee at least 60 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. If the Participant has a Partner, any such application must be signed by the Participant's Partner and the Partner's signature must be notarized or witnessed by a Plan representative. 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 7.3. If such a withdrawal is made, and the forfeited Accrued Benefit and Credited Service are not reinstated under Section 7.3, no death benefits under Section 6.1 or Section 12.3 shall be payable thereafter to the Participant's Beneficiary, and no Retirement Benefit 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 _____, 2010.

ALASKA RAILROAD CORPORATION

Witness

Authorized Officer

Title

ALASKA RAILROAD CORPORATION
PENSION PLAN

Effective Dates for Credited Service and Vesting Service

	Group	Date of Credited Service	Date of Vesting Service
1.	Management*	September 1, 1985	January 6, 1985
2.	Alaska Railroad Workers/American Federation of Government Employees, AFL-CIO, Local 183	May 10, 1987	January 6, 1985
3.	Carmen's Division of Transportation, Communication International Union, Lodge No. 6067, AFL-CIO, CLC	May 10, 1987	January 6, 1985
4.	United Transportation Union, Local 1626, AFL-CIO	May 24, 1987	January 6, 1985
5.	American Train Dispatchers Department/International Brotherhood of Locomotive Engineers, AFL-CIO	May 24, 1987	January 6, 1985
6.	International Association of Machinists and Aerospace Workers, Lodge 1735	April 16, 1987	January 6, 1985

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

ALASKA RAILROAD CORPORATION
PENSION PLAN

Participating Employers

Employer	Effective Date of Coverage
Alaska Railroad Corporation	September 1, 1985

**ALASKA RAILROAD CORPORATION
PENSION PLAN**

Union Eligibility Waiting Periods and Applicable Bargaining Dates for Early Retirement Benefit

Participant's Union	Eligibility Waiting Period	Applicable Bargaining Date
Carmen's Division of Transportation, Communication International Union, Lodge No. 6067, AFL-CIO, CLC	1,056 Hours of Service	August 14, 1996
United Transportation Union, Local 1626, AFL-CIO	90 calendar days of employment	September 5, 1996
Alaska Railroad Workers/American Federation of Government Workers, AFL-CIO, Local 183, AFL-CIO	0 days of employment	September 10, 1996
American Train Dispatchers Department/International Brotherhood of Locomotive Engineers, AFL-CIO	90 calendar days of employment	November 20, 1996
International Association of Machinists and Aerospace Workers, Lodge 1735	0 days of employment	December 6, 1996