SIXTH AMENDMENT TO
THE MICHIGAN LABORERS’ PENSION PLAN
(2014 Amendment and Restatement)

WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the MICHIGAN LABORERS’ PENSION FUND, the Trustees serving thereunder formulated and adopted the Michigan Laborers’ Pension Plan (Plan) effective September 1, 1968; and

WHEREAS, in exercise of the powers reserved to them by the Trust Agreement, the Trustees have, from time to time, amended the provisions of the Plan to comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the provisions of the Internal Revenue Code, as from time to time amended, which are applicable to tax-qualified retirement plans; and

WHEREAS, the Trustees have also approved various improvements in the benefit provisions of the Plan from time to time; and

WHEREAS, the Trustees, in exercise of the power reserved to them in said Trust Agreement by resolution of the Board of Trustees wish to amend the Plan effective April 1, 2018, pursuant to the Department of Labor’s final regulations regarding disability claims procedures to adopt changes to the Claims Procedures (Article XIII, Section 2) as it applies to Article VI Disability Retirement Benefit;

NOW, THEREFORE, the Trustees of the MICHIGAN LABORERS’ PENSION FUND adopt this document to memorialize the Plan Amendment adopted at the February 13, 2019 Board of Trustees’ meeting:

1. Article XIII, Section 2 is amended in its entirety as follows:

SECTION 2 – CLAIMS PROCEDURES

A. Pension Claims

The Trustees shall make all determinations as to the right of any person to a Benefit. Any denial by the Trustees of any claim for Benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the denied claimant, and such statement shall set forth the specific reasons for the denial, explained in language calculated to be understood by the claimant. In addition, the Trustees shall afford any denied claimant a
reasonable opportunity for a review of the decision denying the claim and shall so inform the denied claimant. The Trustees shall establish appeals procedures to comply with the letter and spirit of ERISA and shall notify all Participants or persons claiming under or through them of such procedures. The Trustees may establish and charge reasonable fees for processing and examining documents in connection with claims for Plan benefits, including, but not limited to, fees for processing and making determinations concerning the recognition of qualified domestic relations orders. The Trustees, in their sole discretion, may either charge such fees directly to a Participant or Beneficiary making the claim, or deduct or obtain recoupment of such fees directly from the Plan benefits payable to such Participant and/or Beneficiary under the terms determined by the Trustees.

B. Disability Claims (new)

The Trustees shall make all determinations as to the right of any person to a disability retirement benefit as provided in Article VI of the Plan. Any denial by the Trustees of any claim for a disability retirement benefit shall comply with the disability claims procedures pursuant to the Department of Labor Final Regulations for all disability claims filed on or after April 1, 2018.

In witness of the foregoing, this Sixth Amendment is executed by the Fund’s Chairman and Secretary this 13th day of March, 2019.

Michael Nystrom, Chairman

Alex Zurek, Secretary
FIFTH AMENDMENT TO THE MICHIGAN LABORERS’ PENSION PLAN
(September 1, 2014 Amendment and Restatement)

WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the MICHIGAN LABORERS’ PENSION FUND, the Trustees serving thereunder formulated and adopted a Michigan Laborers’ Pension Plan (Plan) effective September 1, 1968; and

WHEREAS, in exercise of the powers reserved to them by the Trust Agreement, the Trustees have, from time to time, amended the provisions of the Plan to comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the provisions of the Internal Revenue Code, as from time to time amended, which are applicable to tax-qualified retirement plans; and

WHEREAS, the Trustees have also approved various improvements in the benefit provisions of the Plan from time to time; and

WHEREAS, the Trustees, in exercise of the power reserved to them in said Trust Agreement by resolution of the Board of Trustees wish to amend the Plan to adopt changes to the provisions regarding employer withdrawals from the Plan;

NOW, THEREFORE, the Trustees of the MICHIGAN LABORERS’ PENSION FUND adopt this document to memorialize the Plan Amendment adopted at the May 9, 2018 Board of Trustees meeting:

1. Article XIV, Section 5 is amended as follows:

SECTION 5 – EMPLOYER WITHDRAWAL

The Plan is a Construction Industry Fund and, as such, the Trustees shall use the Construction Industry definition of Employer Withdrawal as provided for under the Multiemployer Pension Plans Amendment Act and shall compute any Employer Withdrawal Liability under the basic presumptive method as prescribed for Construction Industry Funds by said Act.

Any disputes between the Fund and an Employer concerning Employer Withdrawal Liability which may be assessed by the Trustees shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation's Fund Regulations on Arbitration of Disputes in Multiemployer Plans, CFR Parts 2640 and 2641.

a) Notwithstanding the foregoing, effective only from July 25, 2018 through April 30, 2023 an Employer who withdraws from the Plan in complete or partial withdrawal is not liable to the Plan if the Employer:

1) first had an obligation to contribute to the Plan after the date of the enactment of the Multiemployer Pension Plan Amendments Act of 1980,

2) had an obligation to contribute to the Plan for no more than 5 consecutive Plan Years preceding the date on which the Employer withdraws,
3) was required to make contributions to the Plan for each such Plan Year in an amount equal to less than 2 percent of the sum of all Employer contributions made to the Plan for each such year, and

4) has never avoided withdrawal because of the application of this Section with respect to the Plan.

b) Subsection (a) shall apply to an Employer with respect to the Plan only if the ratio of the assets of the Plan for the Plan Year preceding the first Plan Year for which the Employer was required to contribute to the Plan to the benefit payments made during that Plan year was at least 8 to 1.

Notwithstanding any other provision of the Plan to the contrary, if an Employer satisfies the above requirements, and withdraws from the Plan in a complete or partial withdrawal that satisfies the above requirements, service related Hours of Service and/or Hours of Work by Participants for such Employer shall be forfeited and/or disregarded for Plan benefit accrual, vesting, participation and other purposes to the full extent permitted by Code Section 411(a)(3)(E).

In witness of the foregoing, this Fifth Amendment is executed by the Fund’s Chairman and Secretary this ___ day of October, 2018.

Alex Zurek, Chairman

Michael Nystrom, Secretary
FOURTH AMENDMENT TO THE MICHIGAN LABORERS’ PENSION PLAN
(September 1, 2014 Amendment and Restatement)

WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the MICHIGAN LABORERS’ PENSION FUND, the Trustees serving thereunder formulated and adopted a Michigan Laborers’ Pension Plan (Plan) effective September 1, 1968; and

WHEREAS, in exercise of the powers reserved to them by virtue of the Trust Agreement, the Trustees have, from time to time, amended the provisions of the Plan to comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the provisions of the Internal Revenue Code, as from time to time amended, which are applicable to tax-qualified retirement plans; and

WHEREAS, the Trustees have also approved various improvements in the benefit provisions of the Plan from time to time; and

WHEREAS, the Trustees, in exercise of the power reserved to them in said Trust Agreement by resolution of the Board of Trustees amended the Plan effective September 1, 2013 to adopt changes to the provisions regarding employer withdrawals from the Plan;

NOW, THEREFORE, the Trustees of the MICHIGAN LABORERS’ PENSION FUND adopt this document to memorialize the Plan Amendments adopted at the August 26, 2016 Board of Trustees meeting:

1. Article XIV, Section 5 is amended as follows:

SECTION 5 – EMPLOYER WITHDRAWAL

The Plan is a Construction Industry Fund and, as such, the Trustees shall use the Construction Industry definition of Employer Withdrawal as provided for under the Multiemployer Pension Plans Amendment Act and shall compute any Employer Withdrawal Liability under the basic presumptive method as prescribed for Construction Industry Funds by said Act.

Any disputes between the Fund and an Employer concerning Employer Withdrawal Liability which may be assessed by the Trustees shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation’s Fund Regulations on Arbitration of Disputes in Multiemployer Plans, CFR Parts 2640 and 2641.

a) Notwithstanding the foregoing, effective only from September 1, 2013 through August 31, 2017, an Employer who withdraws from the Plan in complete or partial withdrawal is not liable to the Plan if the Employer:

1) first had an obligation to contribute to the Plan after the date of the enactment of the Multiemployer Pension Plan Amendments Act of 1980,

2) had an obligation to contribute to the Plan for no more than 5 consecutive Plan Years preceding the date on which the Employer withdraws,
3) was required to make contributions to the Plan for each such Plan Year in an amount equal to less than 2 percent of the sum of all Employer contributions made to the Plan for each such year, and

4) has never avoided withdrawal because of the application of this Section with respect to the Plan.

b) Subsection (a) shall apply to an Employer with respect to the Plan only if the ratio of the assets of the Plan for the Plan Year preceding the first Plan Year for which the Employer was required to contribute to the Plan to the benefit payments made during that Plan year was at least 8 to 1.

Notwithstanding any other provision of the Plan to the contrary, if an Employer satisfies the above requirements, and withdraws from the Plan in a complete or partial withdrawal that satisfies the above requirements, service related Hours of Service and/or Hours of Work by Participants for such Employer shall be forfeited and/or disregarded for Plan benefit accrual, vesting, participation and other purposes to the full extent permitted by Code Section 411(a)(3)(E).

In witness of the foregoing, this Fourth Amendment is executed by the Fund’s Chairman and Secretary effective August 26, 2016.

Alex Zurek, Chairman

Michael Nystrom, Secretary
THIRD AMENDMENT TO THE
MICHIGAN LABORERS’ PENSION PLAN
(2014 Amendment and Restatement)

WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the MICHIGAN LABORERS’ PENSION FUND, the Trustees serving thereunder formulated and adopted a Michigan Laborers' Pension Plan (Plan) effective September 1, 1968; and

WHEREAS, in exercise of the powers reserved to them by virtue of the Trust Agreement, the Trustees have, from time to time, amended the provisions of the Plan to comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the provisions of the Internal Revenue Code, as from time to time amended, which are applicable to tax-qualified retirement plans; and

WHEREAS, the Trustees have by proper action at their May 12, 2016 meeting, amended the Plan to temporarily waive the application of the Plan's suspension of benefits requirement to supervisory employees from May 1, 2016 through December 31, 2016; and

NOW, THEREFORE, the Board of Trustees of the Plan do hereby adopt this document to memorialize the Plan Amendments adopted by the Trustees, at their May 12, 2016 meeting:

1. Article X, Section 6 is amended as follows:

SECTION 6 - SUSPENSION OF BENEFITS

A Retired Participant or Former Participant receiving monthly benefits under the Plan shall have his monthly benefits suspended if he meets all of the following conditions:

a) he has become actively employed by an Employer, by any other employer, or self-employed, for at least 40 hours in any calendar month or for at least 40 hours in the payroll periods falling within a calendar month. Such hours shall include hours for which the Retired or Former Participant is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence;

b) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retired or Former Participant first received his monthly benefit (or would have received his monthly benefit had he not remained in or returned to an employed status);

c) such employment is in the same trade or craft in which the Retired or Former Participant was employed at any time while participating in the Plan and includes any supervisory or managerial activity which is reasonably related to the underlying skills
associated with the trade or craft for which the Retired or Former Participant was trained or in which he acquired his work experience; and

d) such employment is within the State of Michigan or within the jurisdiction of a Participating Local, whether within or without the State of Michigan or, prior to September 1, 1997, within the Standard Metropolitan Statistical Area of Toledo, Ohio.

A Retired or Former Participant who intends to return to employment as described above must notify the Trustees in advance on a form prescribed and furnished by them of his intent to do so and must again notify the Trustees on a form prescribed and furnished by them when he no longer meets all four of the conditions set forth above so that payment of his monthly benefits may be resumed. Should a Retired or Former Participant who returns to employment without notifying the Trustees of his intent to do so be discovered working on a job, the Trustees may presume that he has been re-employed under the four conditions set forth above for the entire period that his employer has been working on that particular job site and suspend his monthly benefits for such period. This presumption shall be rebuttable; but, it shall be the responsibility of the Retired or Former Participant to submit evidence to rebut said presumption.

When a Retired or Former Participant who has had his monthly benefits suspended notifies the Trustees that he no longer meets all four conditions set forth above, he shall again start receiving his monthly benefits no later than the first day of the third calendar month after the calendar month in which such notification is given. When monthly benefit payments are resumed, the first monthly payment shall include payments for any months for which benefits were suspended when the Retired or Former Participant did not meet all of the four conditions set forth above, less any offset or recoupment which the Trustees are permitted to impose by applicable regulations.

In the event a Retired or Former Participant receives monthly benefits for any period of time for which he is not entitled because of the provision of this Section 6, the Trustees shall recoup any overpayment as quickly as they are permitted to do so by applicable regulations.

The Trustees shall adopt such other reporting and related procedures as they deem necessary to police the provisions of this Section 5 and shall notify all Retired or Former Participants receiving monthly benefits from the Fund of the provisions of this Section 5 and of all other procedures adopted by the Trustees to give effect thereto.

When payment of monthly benefits is resumed, the amount of such payments shall be the same amount as the Retired or Former Participant was receiving from the Plan prior to his return to work (except for any recoupment of overpayment) unless there has been a general improvement in Plan benefits to which he would have been entitled had he not returned to work or unless, during his period of re-employment, he accrued at least one Years of Service, in which event he shall be entitled to additional benefits upon his subsequent re-retirement in the same form as he was receiving benefits prior to his re-employment.
Notwithstanding the foregoing, the benefits of Retiree and Former Participants shall not be suspended pursuant to this Section during the period beginning July 1, 1997 and ending November 30, 1997.

Notwithstanding the foregoing, the benefits of Retiree and Former Participants who perform work under collective bargaining agreements under the Associated Underground Contractors, the Michigan Road Builders Association and all work performed in Distribution Zone 1 only, shall not be suspended pursuant to this Section during the period beginning May 1, 2000 and ending December 31, 2000.

Notwithstanding the foregoing, the benefits of Retiree and Former Participants who perform work under collective bargaining agreements under the Associated Underground Contractors, the Michigan Road Builders Association and all work performed in Distribution Zone 1 only, shall not be suspended pursuant to this Section during the period beginning May 1, 2001 and ending December 31, 2001.

Notwithstanding the foregoing, the benefits of Retiree and Former Participants who perform work under collective bargaining agreements under the Associated Underground Contractors, the Michigan Road Builders Association and all work performed in Distribution Zone 1 only, shall not be suspended pursuant to this Section during the period beginning January 1, 2002 and ending December 31, 2002. And, notwithstanding the foregoing, effective only from March 1, 2006 through October 31, 2006, Participants who retired prior to January 1, 2006 and return to work in Zone 1 shall not have their benefits suspended during the period beginning March 1, 2006 and ending October 31, 2006.

Notwithstanding the foregoing, the benefits of Retiree and Former Participants who perform supervisory work only, as determined by the Trustees, shall not be suspended pursuant to this Section during the period beginning May 1, 2016 and ending December 31, 2016.

In witness of the foregoing, this First Amendment is executed by the Fund’s Chairman and Secretary effective May 1, 2016.

Michael Nystrom, Chairman

Alex Zurek, Secretary
SECOND AMENDMENT TO THE MICHIGAN LABORERS’ PENSION PLAN  
(September 1, 2014 Amendment and Restatement)

WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the MICHIGAN LABORERS’ PENSION FUND, the Trustees serving thereunder formulated and adopted a Michigan Laborers’ Pension Plan (Plan) effective September 1, 1968; and

WHEREAS, in exercise of the powers reserved to them by virtue of the Trust Agreement, the Trustees have, from time to time, amended the provisions of the Plan to comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the provisions of the Internal Revenue Code, as from time to time amended, which are applicable to tax-qualified retirement plans; and

WHEREAS, the Trustees have also approved various improvements in the benefit provisions of the Plan from time to time; and

WHEREAS, the Trustees, in exercise of the power reserved to them in said Trust Agreement by resolution of the Board of Trustees amended the Plan effective September 1, 2013 to adopt changes to the provisions regarding employer withdrawals from the Plan;

NOW, THEREFORE, the Trustees of the MICHIGAN LABORERS’ PENSION FUND adopt this document to memorialize the Plan Amendments adopted at the October 27, 2015 Board of Trustees meeting:

1. Article XIV, Section 5 is amended as follows:

SECTION 5 – EMPLOYER WITHDRAWAL

The Plan is a Construction Industry Fund and, as such, the Trustees shall use the Construction Industry definition of Employer Withdrawal as provided for under the Multiemployer Pension Plans Amendment Act and shall compute any Employer Withdrawal Liability under the basic presumptive method as prescribed for Construction Industry Funds by said Act.

Any disputes between the Fund and an Employer concerning Employer Withdrawal Liability which may be assessed by the Trustees shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation’s Fund Regulations on Arbitration of Disputes in Multiemployer Plans, CFR Parts 2640 and 2641.

a) Notwithstanding the foregoing, effective only from September 1, 2013 through August 31, 2016, an Employer who withdraws from the Plan in complete or partial withdrawal is not liable to the Plan if the Employer:

1) first had an obligation to contribute to the Plan after the date of the enactment of the Multiemployer Pension Plan Amendments Act of 1980,

2) had an obligation to contribute to the Plan for no more than 5 consecutive Plan Years preceding the date on which the Employer withdraws,
3) was required to make contributions to the Plan for each such Plan Year in an amount equal to less than 2 percent of the sum of all Employer contributions made to the Plan for each such year, and

4) has never avoided withdrawal because of the application of this Section with respect to the Plan.

b) Subsection (a) shall apply to an Employer with respect to the Plan only if the ratio of the assets of the Plan for the Plan Year preceding the first Plan Year for which the Employer was required to contribute to the Plan to the benefit payments made during that Plan year was at least 8 to 1.

Notwithstanding any other provision of the Plan to the contrary, if an Employer satisfies the above requirements, and withdraws from the Plan in a complete or partial withdrawal that satisfies the above requirements, service related Hours of Service and/or Hours of Work by Participants for such Employer shall be forfeited and/or disregarded for Plan benefit accrual, vesting, participation and other purposes to the full extent permitted by Code Section 411(a)(3)(E).

In witness of the foregoing, this Third Amendment is executed by the Fund’s Chairman and Secretary effective September 1, 2015.

Michael Nystrom, Chairman

Alex Zurek, Secretary
2014 AMENDMENT AND RESTATEMENT OF
MICHIGAN LABORERS’ PENSION PLAN

Effective as of September 1, 2010
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APPENDIX A

APPENDIX B
WHEREAS, pursuant to authority granted by the provisions of the Trust Agreement establishing the MICHIGAN LABORERS' PENSION FUND, the Trustees serving thereunder formulated and adopted a Michigan Laborers' Pension Plan (Plan) effective September 1, 1968; and

WHEREAS, in exercise of the powers reserved to them by virtue of said Trust Agreement, the Trustees have, from time to time, amended the provisions of said Plan to comply with the provisions of the Employee Retirement Income Security Act of 1974, as amended, and the provisions of the Internal Revenue Code, as from time to time amended, which are applicable to tax-qualified retirement plans; and

WHEREAS, the Trustees have also approved various improvements in the benefit provisions of the Plan from time to time; and

WHEREAS, the Trustees desire to have the Plan amended and restated in its entirety to be retroactively effective as of September 1, 2010 (except as otherwise noted) to reflect changes required by the Small Business Jobs Act of 2010, the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010, the Moving Ahead for Progress in the 21st Century Act and the American Taxpayer relief Act of 2012 and other current requirements for tax-qualification the regulations issued under such Acts, and all other applicable legislation, regulations and rulings which have been enacted or issued since the Tax Reform Act of 1986 and to incorporate all amendments made to the Plan since its 2010 restatement.

NOW, THEREFORE, in exercise of the power reserved to them in said Trust Agreement, the Trustees of the MICHIGAN LABORERS' PENSION FUND amend, restate, and continue the Plan in this updated document so that on and after September 1, 2010, the Plan shall read as follows:
ARTICLE I
DEFINITIONS

SECTION 1 - DEFINITIONS IN GENERAL

Whenever the following words and phrases appear in this Plan, they shall have the respective meaning set forth in this Article unless the context clearly indicates to the contrary. The initial letter of each defined word and the initial letter of each word of a defined phrase shall be capitalized whenever used to denote its being a defined word or term.

SECTION 2 - TRUST AGREEMENT

The term "Trust Agreement" shall mean the Agreement and Declaration of Trust establishing the MICHIGAN LABORERS' PENSION FUND as that instrument may, from time to time, be amended.

SECTION 3 - TRUST FUND

The term "Trust Fund" or "Fund" shall mean the MICHIGAN LABORERS' PENSION FUND and the entire assets thereof.

SECTION 4 - TRUSTEES

The term "Trustees" shall mean the Employer Trustees and the Union Trustees, collectively, as appointed under the Trust Agreement, who are serving in such capacity from time to time in accordance with the provisions of the Trust Agreement.

SECTION 5 - UNION

The term "Union" shall mean the Michigan Laborers' District Council or any Participating Local or, collectively, the Michigan Laborers' District Council and any Participating Local, or, collectively, any participating Locals of the Laborers' International Union of North America, AFL - CIO, which have in effect written agreements which require contributions to the Trust Fund.

SECTION 6 - EMPLOYEE

The term "Employee" shall mean any person on whose behalf an Employer has been required to make contributions to the Fund, or who is eligible for benefits as provided by the Plan, including business representatives of the Union and any member of the Union while employed in a paid capacity by the Union, the District Council, or
Participating Locals, or an affiliate, and, for nondiscrimination testing purposes under the Code, including any individual who is employed by a related business or employer required to be aggregated with such Employer under Sections 414(b), (c), (m) or (o) of the Internal Revenue Code of 1986 ("Code"). The term "Employee" also shall include for solely nondiscrimination testing purposes any Leased Employee who is deemed to be an employee of any Employer as provided in Section 414(n) or (o) of the Code. Such term shall not include, however, a person who is an owner-employee (as defined in Code Section 401(c)(3) or a self-employed individual (as defined in Code Section 401(c)(1)).

SECTION 7 - EMPLOYER

The term "Employer" shall include:

a) any member of an Employer Association who is bound by the terms of a collective bargaining agreement between the Union or one of its constituent Locals and his Association to make contributions to the Trust Fund;

b) any and all individuals, partnerships, or corporations engaged in work using or employing the services of individuals performing job tasks coming within the Jurisdiction of the Union and having a written agreement requiring contributions to the Trust Fund;

c) the Union and any affiliate, to the extent, and solely to the extent, that it acts in the capacity of an Employer of its business representatives or other Employees on whose behalf it makes contributions to the Trust Fund; and

d) any Board of Trustees, Committee or other agency established to administer or be responsible for fringe benefit funds, educational or other programs established through collective bargaining by the Union and Employers solely for the purpose of making contributions on employee-members employed by such Board of Trustees, committee, or other agency.

SECTION 8 - EFFECTIVE DATE OF PARTICIPATION

The "Effective Date of Participation" of each Employee who became a Participant under the Original Plan shall be the earlier of the date as of which contributions in his behalf first became payable to the Fund and the first date as of which the collective bargaining agreement in effect in the Local Union under whose Jurisdiction he normally works called for contributions to the Trust Fund. The "Effective Date of Participation" of any other Participant shall be the date as of which he satisfies the requirements of the Eligibility Computation Period.
SECTION 9 - PARTICIPANT

The term "Participant" shall mean an Employee who has met the eligibility requirements for participation as set forth in Section 1 of Article II. Once an Employee becomes a Participant, he shall remain a Participant until his Normal or Early Retirement, Death, Disability Retirement, or other termination of participation as described in Sections 11 or 19 of this Article I, upon which occasion he shall thereafter be referred to as a "Retired Participant" (or "Retiree"), "Deceased Participant," "Disabled Participant," or "Former Participant," whichever is appropriate.

SECTION 10 - ACTIVE PARTICIPANT

The term "Active Participant" shall mean a Participant who has not yet become a Retired, Deceased, or Disabled Participant and who has not yet suffered a Permanent Break-in-Service as described in Section 19 of this Article, and who has at least 435 Hours of Work in either one of the two preceding Plan Years.

The term "Active Participant" shall also include a Participant who, while an Active Participant, as described in the paragraph above, suffers a disability as determined by the Trustees as a result of an on-the-job injury sustained while he was working for an Employer as defined in Section 7 of this Article I or for an Employer who was contributing on his behalf to another pension fund covering Laborers which had a reciprocity agreement with this Fund in effect at the time such injury occurred. Such Active Participant status shall continue only as long as such disability continues.

SECTION 11 - INACTIVE PARTICIPANT

The term "Inactive Participant" shall mean a Participant who has not yet become a Retired, Deceased, or Disabled Participant and who has not yet suffered a Permanent Break-in-Service, as described in Section 19 of this Article, but who has failed to have at least four hundred thirty-five (435) Hours of Work in each of the two preceding Plan Years. A Participant shall be deemed to be an Inactive Participant as of the last day of the second consecutive Plan Year in which he fails to have at least 435 Hours of Work.

SECTION 12 - ELIGIBILITY COMPUTATION PERIOD

The term "Eligibility Computation Period" shall mean a period of 12 consecutive months commencing with the month in which he is hired during which an Employee has at least 870 Hours of Work for which his Employer or Employers are required to make contributions to the Fund. If he fails to satisfy these Hours of Work requirements of the Eligibility Computation Period within the 12 month period commencing with the month in which he is hired, a new Eligibility Computation Period shall commence with the month following the month in which he was hired and as of each month thereafter until he shall
have the required 870 Hours of Work within a 12 consecutive month period. Notwithstanding the foregoing, effective September 1, 1976, the Eligibility Computation Period shall be 435 Hours of Work in a 12 consecutive month period for an employee who becomes an Inactive Participant after applying for Workers' Compensation credits pursuant to Article II, Section 5 and who again becomes employed by an Employer required to make contributions to the Fund on his behalf.

SECTION 13 - ACCRUED BENEFIT

The term "Accrued Benefit" shall mean the monthly benefit which has accrued to a Participant according to the benefit formulae described in Article III hereof payable in the normal form as described in Section I of Article X hereof.

Effective December 12, 1994, 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 § 414(u) of the Internal Revenue Code.

SECTION 14 - ERISA

The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time, and the rules and regulations issued thereunder as the same may be in effect at any time of reference.

SECTION 15 - HOURS OF WORK

The term "Hours of Work" shall include:

a) Each hour for which an Employee is paid, or entitled to payment for the performance of duties for an Employer during the Plan Year. Such hours shall be credited to the Plan Year in which the duties are performed;

b) For Employees whose employment is not governed by a collective bargaining agreement, each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 436 Hours of Work will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph will be calculated and credited pursuant to section 2530.200b-2 of the Department of Labor Regulations which is incorporated by reference. Notwithstanding the foregoing, except as provided in Article II, Section 5, Hours of Work shall
not include hours for which an employee is directly or indirectly paid or entitled to payment on account of a period for which no duties are performed, irrespective of whether the employment relationship is terminated or such payment is made or due under a plan maintained solely for purposes of complying with applicable workers compensation or unemployment compensation or disability insurance laws or hours for a period during which payments are made to an employee solely to reimburse the employee for medical or medically related expenses incurred by the employee;

c) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer for the performance of duties for an Employer. Such hours shall be credited to the Plan Year in which the duties were performed. In no event shall the same hours be credited under this paragraph if already credited under (a) above;

d) The hours which would have normally been worked for an Employer during an absence due to service in the Armed Forces of the United States, provided that the absence is caused by war or other emergency, or provided that the Participant is required to serve under the laws of conscription in time of peace, and the granting of such hours as Hours of Work shall be conditioned upon the Participant's return to employment with an Employer within the period provided by law. Service Credit under this paragraph shall not exceed five Years of Service and shall be computed pursuant to rules adopted by the Trustees;

e) Solely for the purposes of preventing a Break-in-Service Plan Year as defined in Section 18 of this Article I from occurring in a Plan Year, Hours of Work will be credited to a Participant who is absent from work for maternity or paternity reasons. The Hours of Work which shall be credited shall be equal to the Hours of Work which would otherwise be credited to him for such absence, or, in any case, in which such Hours cannot be determined, eight Hours of Work per day of absence. For purposes of this provision, an absence from work for maternity or paternity reasons means an absence occasioned by 1) the pregnancy of the Participant, 2) the birth of a child of the Participant, 3) the placement of a child with the Participant in connection with the adoption of such child by such Participant, or 4) for purposes of caring for such child for a period beginning immediately following such birth or placement. The Hours of Work credited under this provision shall be credited 1) in the Plan Year in which the absence begins if the crediting is necessary to prevent a Break-in-Service Plan Year in that Plan Year, or 2) in all other cases, in the following Plan Year. Notwithstanding the foregoing, no Hours of Work shall be credited hereunder unless the Participant
furnishes the Trustees with timely information as the Trustees may require to establish that the Participant's absence from work is due to one of the reasons described and the number of days for which there was such an absence; and

f) Hours of Work shall be computed in accordance with Department of Labor regulations 2530.200b-2.

These provisions shall be construed so as to resolve any ambiguity in favor of crediting Participants with Hours of Work.

SECTION 16 - YEAR OF SERVICE

The term "Year of Service" shall mean a year which counts towards a Participant's entitlement to Benefits as determined in accordance with the provisions of Section 2 of Article II.

SECTION 17 - PLAN YEAR

The first Plan Year of the Fund shall run from the date of the Fund's inception through August 31, 1969. Subsequent Plan Years shall run for twelve month periods beginning on a September 1 and ending on the next succeeding August 31.

SECTION 18 - BREAK-IN-SERVICE PLAN YEAR

As used herein, "Break-in-Service Plan Year" shall mean a Plan Year during which a Participant, who has not become Vested in any Accrued Benefit, fails to have at least 435 Hours of Work.

SECTION 19 - PERMANENT BREAK-IN-SERVICE

The term "Permanent Break-in-Service" shall mean the last day of the Plan Year prior to attainment of vesting in Accrued Benefits when a Participant's consecutive Break-in-Service Plan Years equals the greater of five or the aggregate of his Years of Service prior to the Plan Year in which such Consecutive Break-in-Service Plan Years commence. No vested Participant shall ever suffer a Permanent Break-in-Service. Effective September 1, 1995, for all Active Participants as of September 1, 1992, a Permanent Break-in-Service shall not occur during Plan participation prior to September 1, 1976 unless the number of consecutive years for which no hours of contributions are made on behalf of a Participant equals or exceed the number of Years of Service earned by the Participant on the first day of the first Plan Year during which no contributions were made on his behalf. Except for the limited purposes set forth above, the existence of a
SECTION 24 - SPECIAL SERVICE CREDIT

The term "Special Service Credit" shall mean the basis upon which credit, in addition to any Past Service Credit, is given to an Employee for contributions made to the Fund, or one of its predecessor funds, on his behalf for work performed prior to September 1, 1968, or for contributions transferred to the Fund on his behalf by virtue of a reciprocity agreement for work performed prior to September 1, 1968.

SECTION 25 - BENEFICIARY

The term "Beneficiary" shall mean the person or persons described in Section 4 of Article VIII.

SECTION 26 - SURVIVING SPOUSE

The term "Surviving Spouse" shall mean the person to whom a Participant, Retired Participant, Disabled Participant, or Former Participant is legally married at the time of his death, except that, whenever benefits became payable under a Qualified Joint and Survivor Form described in Section 2 or 3 of Article X after the death of the Participant, his Surviving Spouse, if any, shall mean the person to whom he was legally married at the time such benefits became payable provided such person is still alive at the time of the Participant's death. Effective June 26, 2013, notwithstanding any contrary provision in the law of Michigan or any other state, "spouse" shall include a same sex spouse of a Participant. The Plan shall recognize any and all same sex marriages that are valid or recognized as valid in the jurisdiction in which they are or were performed.

SECTION 27 - PLAN OR PENSION PLAN

The term "Plan" or "Pension Plan" shall mean the Michigan Laborers' Pension Plan adopted under the provisions of the Trust Agreement as said Plan is described in this instrument and as it may be amended from time to time.

SECTION 28 - ORIGINAL PLAN

The term "Original Plan" shall mean the Plan as it was in effect immediately prior to September 1, 1976. The rights, if any, of any person who was a Participant in the Original Plan but who does not become a Participant in the Plan on or after September 1, 1976, shall be determined in accordance with the provisions of the Original Plan as they were in effect at the time he ceased being a Participant.
SECTION 29 - ACTUARIAL EQUIVALENT

The term "Actuarial Equivalent" means a benefit having the same value as the benefit which it replaces. Actuarial Equivalents expressed in the form of monthly benefit payments under the Plan other than under the Normal Form described in Section 1, Article X shall be determined by using a six and one-half percent interest rate assumption and a Unisex Pension 1984 mortality table. Effective January 1, 2012, Actuarial Equivalents expressed in the form of monthly benefits payable under the Plan other than under the Normal Form described in Section 1, Article X shall be determined using a five and one-half percent interest rate assumption and a mortality assumption based on the RP-2000 Combined Healthy Male Mortality Table with Blue Collar Adjustment for all Participants and the RP-2000 Combined Healthy Female Mortality Table with Blue Collar Adjustment for all Beneficiaries. Actuarial Equivalents expressed in the form of lump sum payments shall be determined by using the rates approved by the Pension Benefit Guaranty Corporation in effect at the beginning of the Plan Year during which any such determination is made.

Notwithstanding the preceding paragraph, solely for purposes of determining the amount of a distribution in a form other than a nondecreasing annuity payable for a period of not less than the life of the Participant (or, in the case of a qualified pre-retirement survivor annuity, the life of the Surviving Spouse) exceeds $3,500, actuarial equivalence will be determined on the basis of the interest rate specified above; or the section 417 interest rate(s), as defined below, whichever produces the greater benefit.

The section 417 interest rate(s) are:

(i) the applicable interest rate if the present value of the benefit (using such rate(s) is not in excess of $25,000; or

(ii) 120% percent of the "applicable interest rate" if the present value of the benefit exceeds $25,000 (as determined under clause (i) above). In no event shall the present value determined under this clause (ii) be less than $25,000.

The "applicable interest rate" is the interest rate(s) which would be used (as of the first day of the plan year which contains the annuity starting date) by the Pension Benefit Guaranty Corporation (PBGC) for a trusteed single-employer plan to value a benefit upon termination of an insufficient trusteed single-employer plan.

The section 417 interest rate limitations shall apply to distributions in plan years beginning after December 31, 1984. Notwithstanding the foregoing, the section 417 interest rate limitations shall not apply to any distributions commencing in plan years beginning before January 1, 1987, if such distributions were determined in accordance
with the interest rate(s) as required by Income Tax Regulations section 1.417(e)-1T(e) (including the PBGC immediate interest rate).

The amount of any form of benefit under the terms of this Plan will not be less than the Actuarial Equivalent of the Participant's accrued benefit in the normal form commencing at Normal Retirement Age. Actuarial Equivalence will be determined on the basis of the interest rate and mortality table specified in this section. Notwithstanding the preceding paragraph, for purposes of determining the amount of a distribution in a form other than an annual benefit that is non-decreasing for the life of the Participant or, in the case of a qualified pre-retirement survivor, the life of the Participant's Spouse; or that decreases during the life of the Participant merely because of the death of the surviving annuitant (but only if the reduction is to a level not below 50% of the annual benefit payable before the death of the surviving annuitant) or merely because of the cessation or reduction of Social Security supplements or qualified disability payments, actuarial equivalence will be determined on the basis of the applicable mortality table and applicable interest rate under section 417(e), if it produces a benefit greater than that determined under the preceding paragraph. The preceding two paragraphs will not apply to the extent they would cause the plan to fail to satisfy the requirements of section IRC Section 415. Except as provided in this paragraph, actuarial equivalence will be determined based on the interest and mortality assumptions set forth previously in this section unless otherwise specifically provided.

The applicable interest rate is the rate of interest on 30-year Treasury securities as specified by the Commissioner for the look-back month for the stability period. The look-back month applicable to the stability period is the first, second, third, fourth, or fifth calendar month preceding the first day of the stability period, as specified. The stability period is the successive period of one month, one Plan quarter, or one Plan Year, as specified, that contains the annuity starting date for the distribution and for which the applicable interest rate remains constant. A Plan amendment that changes the date for determining the applicable interest rate (including an indirect change as a result of a change in Plan Year), shall not be given effect with respect to any distribution during the period commencing one year after the later of the amendment's effective date or adoption date, if, during such period and as a result of such amendment, the Participant's distribution would be reduced.

To the extent required by Section 417, the Section 417 applicable mortality table is set forth in Rev. Rule. 95-6, 1995-1 C.B. 80, Rev. Rule. 2001-62, 2001-53, I.R.B. 632, as applicable or later applicable ruling will be used to determine Actuarial Equivalence.

The provisions of this Section relating to the Section 417 applicable interest rate and applicable mortality table retrospectively, shall apply to distributions in Plan Years beginning after April 30, 2000 to the extent required by Section 417.
Effective September 1, 2008, for purposes of computing present value under this Section as required by Code Section 417, the applicable mortality table shall mean a mortality table, modified as appropriate by the Secretary, based on the mortality table specified for the Plan Year under subparagraph (A) of Code Section 430(h)(3) but without regard to subparagraphs (C) and (D) of Code Section 430(h)(3). Also effective September 1, 2008, the applicable interest rate shall mean the adjusted first, second and third segment rates applied under rules similar to the rules in Code Section 430(h)(2)(C) for the month preceding the Plan Year which contains the date of distribution or such other time as may be prescribed or permitted under applicable regulations. Computations under this Section shall at all times be consistent with Code Section 417 and applicable regulations under that Section or incorporated by reference to Code Section 417 and/or Code Section 417 regulations.

For benefit forms not subject to Code Section 417(e)(3), for Limitation Years beginning before July 1, 2007, the Actuarially Equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit computed using whichever of the following produces the greater annual amount: (I) the interest rate specified in this Section, and the mortality table (or other tabular factor) specified in this Section adjusting benefits in the same form; and (II) a five percent interest rate assumption and the applicable mortality table defined in this Section of the Plan for that annuity starting date. For Limitation Years beginning on or after July 1, 2007, the Actuarially Equivalent straight life annuity is equal to the greater of (1) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same annuity starting date as the Participant's form of benefit; and (2) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using a 5 percent interest rate assumption and the applicable mortality table defined in this Section for that annuity starting date.

For benefit forms subject to Section 417(e)(3), the straight life annuity that is Actuarially Equivalent to the Participant's form of benefit shall be determined under this paragraph if the form of the Participant's benefit is a benefit form other than a life annuity. In this case, the Actuarially Equivalent straight life annuity shall be determined as follows. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning after 2005, the Actuarially Equivalent straight life annuity is equal to the greatest of (I) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the interest rate specified in this Section and the mortality table (or other tabular factor) specified in this Section for adjusting benefits in the same form; (II) the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of
benefit, computed using a 5.5 percent interest rate assumption and the applicable mortality table defined in this Section; and (III) the annual amount of straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using the applicable interest rate defined in this Section and the applicable mortality table defined in this Section, divided by 1.05. If the annuity starting date of the Participant's form of benefit is in a Plan Year beginning in 2004 or 2005, the Actuarially Equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whether of the following produces the greater annual amount: (I) the interest rate specified in this Section and the mortality table (or other tabular factor) specified in this Section for adjusting benefits in the same form; and (II) a 5.5 percent interest rate assumption and the applicable mortality table defined in this Section. If the annuity starting date of the Participant's benefit is on or after the first day of the first Plan Year beginning in 2004 and before December 31, 2004, the application of this paragraph shall not cause the amount payable under the Participant's form of benefit to be less than the benefit calculated under the Plan, taking into account the limitations of this Article, except that the Actuarially Equivalent straight life annuity is equal to the annual amount of the straight life annuity commencing at the same annuity starting date that has the same actuarial present value as the Participant's form of benefit, computed using whichever of the following produces the greatest annual amount: (I) the interest rate specified in this Section and the mortality table (or other tabular factor) specified in this Section for adjusting benefits in the same form; (II) the applicable interest rate defined in this Section and the applicable mortality table defined in this Section; and (III) the applicable interest rate defined in this Section (as in effect on the last day of the last Plan Year beginning before January 1, 2004, under provisions of the Plan then adopted and in effect) and the applicable mortality table defined in this Section.

Except as otherwise required or permitted by this Section, Code Section 417 or other applicable law and except to the extent that a Participant's Plan benefits are suspended under Article X, Section 6, the amount of any form of benefit under the terms of the Plan will be the Actuarial Equivalent of the Participant's Accrued Benefit in the Normal Form commencing at Normal Retirement Age.

SECTION 30 - NORMAL RETIREMENT AGE

The term "Normal Retirement Age" is defined in Section 1 of Article IV.

SECTION 31 - LEASED EMPLOYEE

The term "Leased Employee" means any person (other than an employee of the recipient of the leased services) who, pursuant to an agreement between the recipient and any other person, ("leasing organization") has performed services for the recipient (or
for the recipient and related persons determined in accordance with section 414(n)(6) of
the Internal Revenue Code) on a substantially full-time basis for a period of at least one
year, and such services are of a type historically performed by employees in the business
field of the recipient employer. Contributions or benefits provided to 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 of the recipient if: (i)
such employee is covered by a money purchase pension plan providing: (1) a
nonintegrated employer contribution rate of at least 10% of compensation, as defined
in section 415(c)(3) of the Internal Revenue Code, but including amounts contributed
pursuant to a salary reduction agreement which are excludable from the employee's
gross income under section 125, section 402(e)(3), section 402(h) or section 403(b) of
the Internal Revenue Code, (2) immediate participation, and (3) full and immediate
vesting; and (ii) leased employees do not constitute more than 20% of the recipient's
non-highly compensated work force.

Effective for Plan Years beginning after December 31, 1996, the term "Leased
Employee" means any person (other than an employee of the recipient) who pursuant
to an agreement between the recipient and any other person ("leasing organization")
has performed services for the recipient (or for the recipient and related persons
determined in accordance with section 414(n)(6) of the Code) on a substantially full-
time basis for a period of at least one year, and such services are performed under
primary direction or control by the recipient.

SECTION 32 - CODE

The term "Code" or "Internal Revenue Code" means the Internal Revenue Code
of 1986, as amended from time to time.

SECTION 33 - COMPENSATION

For non-discrimination testing purposes only, Compensation means the
Compensation reported with respect to the Employee on Forms W-2 filed by Employers
of the Employee during the year. For purposes of the Plan, Compensation in excess of
$200,000 shall be disregarded. Such amount shall be adjusted at the same time and in
such manner as permitted under Code Section 415(d), except that the dollar increase in
effect on January 1 of any calendar year shall be effective for the Plan Year beginning
with or within such calendar year and the first adjustment to the $200,000 limitation shall
be effective on January 1, 1990. For any short Plan Year the Compensation limit shall be
an amount equal to the Compensation limit for the calendar year in which the Plan Year
begins, multiplied by the ratio obtained by dividing the number of full months in the short
Plan Year by 12. For Plan Years beginning before 1997, in applying this limitation, the
family group of a Highly Compensated Participant who is subject to the Family Member aggregation rules of Code Section 414(q)(6) because such Participant is either a "five percent owner" of the Employer or one of the 10 Highly Compensated Employees paid the greatest "415 Compensation" during the year, shall be treated as a single Participant, except that for this purpose Family Members shall include only the affected Participant's Spouse and any lineal descendants who have not attained age 19 before the close of the year. If, as a result of the application of such rules the adjusted $200,000 limitation is exceeded, then the limitation shall be prorated among the affected Family Members in proportion to each such Family Member's Compensation prior to the application of this limitation, or the limitation shall be adjusted in accordance with any other method permitted by Regulation.

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1994, the annual Compensation for each Employee taken into account under the Plan shall not exceed the OBRA '93 annual compensation limit. The OBRA '93 annual compensation limit is $150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with Code Section 401(a)(17)(B). The cost of living adjustment in effect for a calendar year applies to any period, not exceeding 12 months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than 12 months, the OBRA '93 annual compensation limit will be multiplied by a fraction, the numerator of which is the number of months in the determination period, and the denominator of which is 12.

For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Code section 401(a)(17) shall mean the OBRA '93 annual compensation limit set forth in this provision.

If Compensation for any prior determination period is taken into account in determining an Employee's benefits accruing in the current Plan Year, the Compensation for that prior determination period is subject to the OBRA '93 annual compensation limit in effect for that prior determination period. For this purpose, for determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1994, the OBRA '93 annual compensation limit is $150,000.

Notwithstanding the foregoing, the following rules shall apply for Limitation Years after December 31, 2001. For Limitation Years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Section of the Plan, compensation paid or made available during such limitation years shall include elective amounts that are not includable in gross income of the employee by reason of Code Section 132(f)(4).
The annual compensation of each Participant taken into account in determining benefit accruals in any plan year beginning after December 31, 2001, shall not exceed $200,000. Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). For purposes of determining benefit accruals in a Plan Year beginning after December 31, 2001, compensation for any prior determination period shall be limited as provided by the Plan at such time. The $200,000 limit on annual compensation in paragraph 1 shall be adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

In determining benefit accruals in Plan Years beginning after December 31, 2001, the annual compensation limit in the preceding paragraph for determination periods beginning before January 1, 2002, shall be $150,000 for any determination period beginning in 1996 or earlier; $160,000 for any determination period beginning in 1997, 1998, or 1999; and $170,000 for any determination period beginning in 2000 or 2001.

Effective September 1, 2007, to the extent required by Code Section 415 and its regulations, an Employee's Compensation for a limitation year also shall include payments made to an Employee on or before two and one-half months after severance from employment or, if later, the end of the limitation year that includes the date of such Employee's severance from employment. Notwithstanding anything to the contrary contained herein, compensation shall not include amounts in excess of $200,000 (adjusted for increases in the cost of living in accordance with the rulings of the Secretary of the Treasury).

SECTION 34 - OTHER DEFINITIONS AND TERMS

Other definitions as required may appear in the text of other Sections and/or Articles of this Pension Plan document. Wherever used, a masculine noun or pronoun shall be deemed to include the feminine and a singular noun or pronoun shall be deemed to include the plural unless the text of the provision involved clearly indicates the contrary.

SECTION 35 - FLINT PLAN

The term "Flint Plan" will refer to the Flint, Michigan Laborers' Pension Fund Pension Plan, which was merged with the Plan effective September 1, 1991.
ARTICLE II

ELIGIBILITY AND YEARS OF SERVICE

SECTION 1 - ELIGIBILITY FOR PARTICIPATION

Each Retired Participant under the Original Plan who was receiving benefits as of August 31, 1976, shall be a Retired Participant in the Plan as of September 1, 1976.

Each Employee who was a Participant in the Original Plan as of August 31, 1976, and who did not suffer a break in his Continuous Service as that term was used in the Original Plan as of that date shall be a Participant in the Plan as of September 1, 1976.

Except as provided pursuant to Article XV, Section 2 concerning plan mergers, each person who becomes an Employee on or after September 1, 1976, shall become a Participant on the first day of the month following his satisfaction of the requirements of the Eligibility Computation Period.

Any Participant who terminated his employment for any reason whether vested or not at the time of such termination shall, upon being rehired in a capacity under which he again qualifies as an Employee hereunder, immediately resume his status as a Participant.

Except as provided pursuant to Article XV, Section 2 concerning plan mergers, any terminated Participant who subsequently becomes reemployed shall immediately commence vesting in all Future Service Credit earned after such date of reemployment in accordance with the vesting provisions set forth in Article VII.

SECTION 2 - YEAR OF SERVICE

A Participant's eligibility for Normal, Early, Disability, Death, or Pre-Retirement Survivor's Benefits, Vesting and Accrued Benefit shall be based on his Years of Service. A Year of Service shall be determined in accordance with the following provisions:

a) Prior to September 1, 1968, Years of Service shall mean the number of consecutive 12 month periods ending as of that date that the Participant had been employed by an Employer or Employers within the Jurisdiction of one or more of the Participating Locals. For purposes of making this determination for this period, continuous membership in one or more of the Participating Locals or contributions in his behalf as a Laborer under the Michigan Laborers' Health Care Fund, the Michigan Highway Construction Industry Employees' Insurance Fund, or another Insurance or Health and

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Welfare Fund covering Laborers within the State of Michigan shall be acceptable evidence;

b) Between September 1, 1968 and August 31, 1976, a Year of Service shall mean a Plan Year during which the Participant had Employer contributions made to the Fund on his behalf for at least 500 hours;

c) Beginning September 1, 1976, a Year of Service shall mean a Plan Year during which a Participant has at least eight hundred seventy (870) Hours of Work for an Employer or for any entity within an Employer's controlled group, whether or not such a Participant was a member of the Union.

If a Participant has less than 870 Hours of Work in any particular Plan Year beginning on or after September 1, 1976, but does have at least 435 Hours of Work in such Plan Year, he shall be entitled to a fraction of a Year of Service equal to five-tenths (5/10ths) of a Year of Service for the first 435 Hours of Work, plus an additional one-tenth (1/10th) of a Year of Service for each additional 87 Hours of Work in excess of the minimum 435 Hours of Work.

In no event, however, shall more than one Year of Service be credited to any Participant for any one Plan Year; nor shall any credit be granted for any Plan Year in which the Participant has less than 435 Hours of Work.

SECTION 3 - YEARS OF SERVICE FOR CONTIGUOUS NON-COVERED EMPLOYMENT

Non-Covered Employment shall be employment with an Employer which does not come within the Jurisdiction of the Union. If an Employee who was employed in Non-Covered Employment becomes a Participant in the Plan while working for an Employer, he shall be given Years of Service for his Contiguous Employment with that Employer immediately prior to the date his work comes within the Jurisdiction of the Union, but in no event for any such employment prior to the date the Employer became a Contributing Employer to the Fund. The Years of Service thus granted retroactively shall be based on Hours of Work as opposed to Hours for which contributions were received or required and shall be used for determining vesting and eligibility for benefits only and shall not be used for purposes of benefit accrual or for purposes of determining whether an Employee is an Active Participant.

A Participant who becomes employed in Non-Covered Employment for an Employer immediately after he has been working under the Jurisdiction of the Union shall continue to accrue Years of Service for such Contiguous Non-Covered Employment based on his Hours of Work; but such Years shall be used for determining vesting and
eligibility for benefits only and shall not be used for purposes of benefit accrual or determining whether an Employee is an Active Participant.

SECTION 4 - YEARS OF SERVICE FOR OTHER EMPLOYMENT

If a Participant becomes employed by the Union, the Laborers' International Union of North America, AFL-CIO, or by a Building or Construction Trades Council, a Central Labor Body, a State or Congress of Industrial Organizations, or any of its Departments, he shall continue to accrue Years of Service for such employment based on his Hours of Work; but such years shall be used for determining eligibility for benefits only and shall not be used for purposes of benefit accrual. This accrual shall be granted only so long as the Participant continuously works in such a capacity as described herein.

SECTION 5 - YEARS OF SERVICE FOR ON-THE-JOB INJURY

An Active Participant who, on or after September 1, 1976, suffers an injury or disability while employed as a Laborer by a contributing employer or an employer contributing to another pension fund covering Laborers with which the Fund has a reciprocity agreement and receives workers' compensation benefits as a result of that injury or disability shall be credited with Hours of Service for vesting and eligibility for all benefits provided under the Plan except Disability Retirement Benefits as follows:

a) The Plan will grant credit toward the 870 Hours of Work required to earn a Year of Service at the rate of 40 Hours of Work for each full week for which the Active Participant receives or is entitled to receive workers' compensation benefits, even if he is also receiving a monthly Disability Retirement Benefit under this Plan;

b). In the event that the Active Participants workers' compensation claim is redeemed for a lump sum cash payment, the lump sum amount shall be pro-rated on the basis of the weekly workers' compensation benefits he receives immediately prior to the redemption in order to determine the number of Hours of Work with which he is to be credited in accordance with the formula in paragraph (a) above;

c) Hours of Work shall not be credited based on this provision for any week during which or after 1) the Participants workers' compensation benefit is terminated or depleted, unless it is subsequently reinstated retroactively, 2) the Participant returns to covered employment, or 3) the Participant engages in employment of a kind which would, if he were a Retiree, cause his benefits to be suspended;
d) A Participant seeking credit for Hours of Work under this provision shall be required to submit proof of receipt of workers' compensation benefits, the amount of the weekly benefits received, the period during which such benefits were received, the amount and date of any redemption of his workers' compensation claim and any other information determined by the Trustees to be necessary; and

e) A Year of Service will not be granted under this provision for any Plan Year in which the Active Participant earns a Year of Service based on Hours of Work performed in covered employment.

SECTION 6 - YEARS OF SERVICE FOR CONCRETE SPECIALIST

Years of Service credited to a "Concrete Specialist" under the Outstate Michigan Trowel Trades Pension Fund shall be considered Years of Service under the Plan solely for purposes of vesting and eligibility for Normal Retirement, Early Retirement and Vested Benefits. Such service shall not be considered Years of Service for benefit accrual purposes or for any other purpose under the Plan.

ARTICLE III

ACCRUED BENEFITS AND SERVICE CREDIT

SECTION 1 - ACCRUED BENEFIT

A Participant's Accrued Benefit shall be equal to the sum of his Past Service Credit, if any, his Future Service Credit, if any, and his Special Service Credit, if any, determined in accordance with the provisions of Sections 2, 3, and 4 of this Article. The Credit indicated in these Sections is applicable, as indicated therein, to Participants who are Active Participants in the Plan on or after September 1, 1989. The Accrued Benefit of any Retiree, Inactive, or Former Participant, or of anyone receiving monthly benefits because of the death of a Retiree, Inactive, or Former Participant as of September 1, 1989, shall be computed in accordance with the provisions of the Plan as they were in effect at the time he became a Retiree, Inactive, or Former Participant except as benefit improvements may be implemented in accordance with the provisions of Section 5. The Credit described in Sections 2, 3, and 4 of Article III represents the Credit given to Participants who are Active Participants in the Plan on or after the respective effective dates indicated. If a Participant was an Inactive Participant as of August 31, 1988, or at any time subsequent thereto, in order for him to qualify for any increase in Credit for his Years of Service prior to becoming an Inactive Participant granted by an Amendment to the Plan after he becomes an Inactive Participant, he must return to the status of an Active Participant and thereafter accrue at least three consecutive Years of Service as an Active Participant.
Notwithstanding the foregoing, the Accrued Benefit under the Plan of a Participant who, prior to the respective merger effective date, was a participant in a plan which has been merged into the Plan shall include the accrued benefit of such Participant under such merged plan as of the effective date of such merger. The pre-merger accrued benefit of such Participant shall be determined based solely on the applicable provisions of such merged plan.

Effective December 12, 1994, 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 § 414(u) of the Internal Revenue Code.

SECTION 2 - PAST SERVICE CREDIT

The Past Service Credit of a Participant who was an Active Participant in the Plan as of September 1, 1989, shall be computed by multiplying $10.40 by the number of Years of Service, if any, with which he has been credited as of September 1, 1968, subject to a maximum of 20 such Years of Service.

SECTION 3 - FUTURE SERVICE CREDIT

The Future Service Credit for Years of Service prior to the Plan Year commencing September 1, 1979, if any, for any Participant who was an Active Participant in the Plan as of September 1, 1989, shall be computed as being four and one-quarter percent (4.25%) of the Employer contributions made in his behalf for work performed between September 1, 1968, and August 31, 1979, for which he accrued a Year of Service or a fractional Year of Service.

Commencing with the Plan Year beginning September 1, 1979, and for each Plan Year thereafter, an Active Participant who accrued a Year of Service or a fractional Year of Service after August 31, 1979, shall accrue Future Service Credit based on each 100 Hours of Work for which Employer contributions are made or required to be made to the Fund in his behalf. If he ceases to be an Active Participant prior to September 1, 1986, he shall be credited with $2.15 for each such 100 Hours of Work. If he ceases to be an Active Participant after August 31, 1986, but prior to September 1, 1987, he shall be credited with $2.85 for each such 100 Hours of Work. If he ceases to be an Active Participant after August 31, 1987, but prior to September 1, 1988, he shall be credited with $3.00 for each such 100 Hours of Work prior to September 1, 1988. If he ceases to be an Active Participant after August 31, 1988, but prior to September 1, 1989, he shall be credited with $3.45 for each such one hundred 100 Hours of Work prior to September 1, 1988, and $4.00 for each such 100 Hours of Work after August 31, 1988. If he ceases to be an Active Participant after August 31, 1989, but prior to September 1, 1990, he shall be credited with $4.10 for each such 100 Hours of Work prior to September 1, 1990.
If he ceases to be an Active Participant after August 31, 1990, but prior to September 1, 1992 he shall be credited with $4.35 for each such 100 Hours of Work prior to September 1, 1992. If he ceases to be an Active Participant after August 31, 1992 but before September 1, 1993, he shall be credited with $4.85 for each such 100 Hours of Work prior to September 1, 1993. If he ceases to be an Active Participant after August 31, 1993 but prior to September 1, 1994, he shall be credited with $5.08 for each such 100 Hours of Work prior to September 1, 1994. If he ceases to be an Active Participant after August 31, 1995 and before September 1, 1996, he shall be credited with $5.27 for each such 100 Hours of Work both prior and subsequent to September 1, 1995. If he ceases to be an Active Participant after August 31, 1996 and before September 1, 1997, he shall be credited with $5.50 for each 100 hours of Covered Employment. If he ceases to be an Active Participant after August 31, 1997 and before September 1, 1998, he shall be credited with $6.20 for each 100 hours of Covered Employment. If he ceases to be an Active Participant after August 31, 1998 and before September 1, 1999, he shall be credited with $7.23 for each 100 hours of Covered Employment. If he ceases to be an Active Participant after December 31, 2011, he shall be credited with $7.31 for each 100 hours of Covered Employment before January 1, 2012 and $7.00 for each 100 hours of Covered Employment after December 31, 2011.

Fractional amounts shall be credited on Hours of Work in excess of an even 100 in the proportion that these hours bear to 100 Hours.

Future Service Credit shall accrue as Employer contributions (including any contributions transferred to the Fund through the operation of reciprocity agreements with other qualified Pension Plans for work performed after the Participant’s Effective Date of Participation) are made or required to be made on behalf of the Participant; but no Future Service Credit shall be given for less than 500 Hours of Work in any Plan Year commencing before September 1, 1976, or for less than 435 Hours of Work for any Plan Year commencing on or after September 1, 1976. This requirement of a minimum number of Hours of Work in a Plan Year before Future Service Credit shall be given shall not apply during the Plan Year in which the Participant meets the Eligibility Computation Period requirement. The Participant will earn Future Service Credit in the Plan Year in which he satisfied the requirement of the Eligibility Computation period and benefit accrual shall be calculated on the contributions received or required to be made in that Plan Year, plus the contributions received or required to be made in the immediately preceding Plan Year, if any. This requirement of a minimum number of Hours of Work shall not apply for the Plan Year in which a Participant Retires unless the Participant Retires on the last day of the Plan Year. Once a Participant Retires under the Normal, Early, or Disability provisions of the Plan, his benefit accrual shall be calculated on all of the contributions received by the Fund on his behalf since the date of his latest
Permanent Break-in-Service, including any contributions required to be made to the Fund in his behalf for work performed by him after August 31, 1976, if any, without regard for any minimum number of Hours of Work in any Plan Year.

SECTION 4 - SPECIAL SERVICE CREDIT

A Participant who was an Active Participant in the Plan as of September 1, 1989, who was credited with some Past Service Credit and who had contributions made or transferred via a reciprocity agreement(s) or otherwise to the Fund on his behalf for work performed prior to September 1, 1968, shall be credited with Special Service Credit equal to 4.25% of the aggregate contributions made to the Fund on his behalf for work performed by him prior to September 1, 1968.

SECTION 5 - SPECIAL BENEFIT ADJUSTMENT

Effective September 1, 1985, the amount of monthly benefits payable from the Fund to any person who had theretofore been receiving monthly Normal, Early, or Disability Retirement Benefits under any form or to any person receiving benefits as a Survivor of a Deceased Participant, other than a Deceased Former Participant, shall be increased by five percent.

Effective September 1, 1986, the amount of monthly benefits payable from the Fund to any person who had theretofore been receiving monthly Normal or Early Retirement Benefits under any form or to any person receiving Benefits as a Survivor of a Deceased Participant, other than a Deceased Former Participant, shall be increased by five percent.

Effective September 1, 1987, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement Benefits under any form or monthly benefits as a Survivor of a Deceased Participant, shall be increased by five percent.

Effective September 1, 1987, the amount of monthly Disability Retirement Benefits payable from the Fund to any person who was receiving same as of that date shall be increased by five percent.

Effective September 1, 1988, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement Benefits under any form or monthly benefits as a Survivor of a Deceased Participant, shall be increased by 15%.
Effective September 1, 1988, the amount of monthly Disability Retirement Benefits payable from the Fund to any person who was receiving same as of that date shall be increased by 15%.

Effective September 1, 1989, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement Benefits under any form, Disability Retirement Benefits or monthly benefits as a Survivor of a Deceased Participant who had Retired under the Normal or Early Retirement provisions of the Plan or who was an Active Participant at the time of his death shall be increased by six percent.

Effective September 1, 1990, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement Benefits under any form, Disability Retirement Benefits, or monthly benefits as a Survivor of a Deceased Participant who had Retired under the Normal or Early Retirement provisions of the Plan or who was an Active Participant at the time of his death shall be increased by three and one-half percent.

Effective September 1, 1992, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement Benefit, or monthly benefits as a Survivor of a Deceased Participant who retired under the Normal or Early Retirement provisions of the Plan or who was an Active Participant at the time of his death shall be increased by three and one-half percent.

Effective September 1, 1994, the amount of monthly benefits payable from the Fund to a person who was, as of September 1, 1993, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement benefits or monthly benefits as a Survivor of a Deceased Participant who Retired under the Normal or Early Retirement Provisions of the Plan or who was an Active Participant as of the time of his death on or before September 1, 1993 shall be increased by two percent, provided such persons were still alive on September 1, 1994.

Effective September 1, 1995, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement Benefit or monthly benefits as a Survivor of a deceased Participant who Retired under the Normal or Early Retirement Provisions of the Plan or who was an Active Participant at the time of his death and payment under the 60 Months Survivors Benefit to Beneficiaries of Participants who died before September 1, 1995 will be increased two percent as of September 1, 1995.
Effective September 1, 1996, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement Benefit or monthly benefits as a Survivor of a deceased Participant who Retired under the Normal or Early Retirement Provisions of the Plan or who was an Active Participant at the time of his death and payment under the 60 Months Survivors Benefit to Beneficiaries of Participants who died before September 1, 1996 will be increased two percent as of September 1, 1996.

Effective September 1, 1997, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement Benefit or monthly benefits as a Survivor of a deceased Participant who Retired under the Normal or Early Retirement Provisions of the Plan or who was an Active Participant at the time of his death and payment under the 60 Months Survivors Benefit to Beneficiaries of Participants who died before September 1, 1997 will be increased two percent as of September 1, 1997.

Effective September 1, 1999, any person who was, as of that date, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement Benefit or monthly benefits as a Survivor of a deceased Participant who Retired under the Normal or Early Retirement Provisions of the Plan or who was an Active Participant at the time of his death will be paid a one-time ad hoc payment of $800 payable in September 1999.

Effective September 1, 1999, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement Benefit or monthly benefits as a Survivor of a deceased Participant who Retired under the Normal or Early Retirement Provisions of the Plan or who was an Active Participant at the time of his death and payment under the 60 Months Survivors Benefit to Beneficiaries of Participants who died before September 1, 1999 will be increased two percent as of September 1, 1999. Such increase shall be computed at the greater of the retirement benefit payable before taking into account any special adjustments or the benefit payable on August 1, 1996 taking into account Special Benefit Adjustments.

Effective September 1, 2000, the amount of monthly benefits payable from the Fund to any person who was, as of that date, receiving monthly Normal or Early Retirement benefits under any form, Disability Retirement Benefit or monthly benefits as a Survivor of a deceased Participant who Retired under the Normal or Early Retirement Provisions of the Plan or who was an Active Participant at the time of his death and payment under the 60 Months Survivors Benefit to Beneficiaries of Participants who died before September 1, 2000 will be increased two percent as of September 1, 2000. Such increase shall be computed at the greater of the retirement benefit payable before taking
into account any special adjustments or the benefit payable on August 1, 1996 taking
into account Special Benefit Adjustments.

The foregoing Special Benefit Adjustments, except as otherwise expressly provided
above, shall be computed based on the retirement benefit payable before taking into
account any Special Benefit Adjustment and shall be continued for subsequent months so
long as the recipients remain entitled thereto. If benefits are being paid to a Retired
Participant under the qualified Joint and Survivor Form described in Section 2 of Article X
or under an optional Form described in Section 3 of Article X when these Special Benefit
Adjustments are implemented, the amount of monthly payments to be continued after his
death as originally calculated at the time the Retired Participant commenced receiving his
monthly benefits shall be increased by any percentage increase received by the Retired
Participant as a Special Benefit Adjustment subsequent to his Retirement.

Unless expressly provided in an Appendix to the Plan pursuant to Article XV,
Section 2, Special Benefit Adjustments shall apply with respect to accrued benefits
attributable to the Plan and not to benefits accrued under Plan’s merged into the Plan.

In no event, however, shall any Special Benefit Adjustment be applicable to the
Supplemental Temporary Benefit described in Section 6 of this Article III.

SECTION 6 - SUPPLEMENTAL TEMPORARY BENEFIT

Except as otherwise provided in this Section, as of September 1, 1984, each
Retired Participant who is then receiving monthly Normal or Early Retirement Benefits
under the Plan and who has attained the age of 60 but not the age of 62 shall be entitled
to receive a monthly Supplemental Temporary Benefit equal to $15 ($20 effective
September 1, 1996 and $25 effective September 1, 1997) multiplied by his Years of
Service subject to a maximum of 30 such Years. For purposes of calculating this
Supplemental Temporary Benefit, Years of Service attributable to Contiguous Non-
Covered Employment shall not be considered. Such Benefit shall be payable each
month ending with the payment for the month in which the Retired Participant attains the
age of 62; but shall not be payable for any month in which the Retired Participant is not
entitled to receive his Normal or Early Retirement Benefit.

Each Retired Participant on September 1, 1984, who is then receiving Early or
Disability Retirement Benefits under the Plan and who is then under the age of 60, shall
become entitled to receive the Supplemental Temporary Benefit described above
commencing with the payment made for the month following the month in which he
attains the age of 60, subject to all of the conditions and terms described above.

Each Retired Participant on September 1, 1987, who is then receiving Early or
Disability Retirement Benefits under the Plan who had, at the time of his Retirement, at
least 30 Years of Service, and who is, as of September 1, 1987, at least age 55 but not yet reached age 62, shall also be entitled to receive the Supplemental Temporary Benefit described above for each month commencing with the month of September, 1987, for each month that he receives Early or Disability Retirement Benefits until the month in which he attains the age of 62, subject to all the conditions and terms described above.

Each Participant who Retires subsequent to September 1, 1987, and who has, at the time of his Retirement, at least 30 Years of Service, shall be entitled to receive the Supplemental Temporary Benefit described above for each month that he receives Normal or Early Retirement Benefits after attaining the age of 55 but before he attains the age of 62, subject to all the conditions and terms described above.

Each Participant who Retires subsequent to September 1, 1984, shall, so long as he is receiving Normal or Early Retirement Benefits under the Plan after he attains the age of 60, but before he attains the age of 62, be entitled to receive the Supplemental Temporary Benefit described above, subject to all of the conditions and terms described above.

The Supplemental Temporary Benefit is payable, under the conditions and terms described above, only to a Retired Participant while he is receiving Normal or Early Retirement Benefits under the Plan and while he is at least age 60 or at least age 55 if he has 30 Years of Service but not yet reached age 62. Effective September 1, 1995, a Retired Participant who has 30 Years of Service and who has not reached age 62 shall be eligible to receive the Supplemental Temporary Benefit while he is receiving Normal or Early Retirement Benefits under the Plan.

Effective for Participants retired after September 1, 2000 and receiving Normal or Early Retirement benefits, is the following Supplemental Temporary Benefit:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Supplemental Benefit Amount Per Year of Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 — 14.9</td>
<td>$25</td>
</tr>
<tr>
<td>15 — 24.9</td>
<td>$30</td>
</tr>
<tr>
<td>25 or more</td>
<td>$35</td>
</tr>
</tbody>
</table>

The Supplemental Temporary Benefits of persons who are eligible for the benefits described in this paragraph effective September 1, 2000 shall begin on the date that such Participant retires under either the Plan's Normal Retirement option or its Early Retirement option and shall end on the first day of the month following the month of such persons Social Security Normal Retirement date.
Notwithstanding the foregoing, effective April 1, 2010, no Temporary Supplemental Benefit will be paid to Active Participants who become eligible to receive a Total and Permanent Disability Benefit after such date. And, service performed or credited after March 31, 2010 shall not be considered in determining whether a Participant qualifies for a Supplemental Temporary Benefit or the amount of such benefit.

Also, effective April 1, 2010, the Temporary Supplemental Benefit shall not be payable to any Participant prior to age 55, but subject to the following "phase-in" schedule.

<table>
<thead>
<tr>
<th>Vesting Service or &quot;Rule of 80&quot; Points</th>
<th>Temporary Supplemental Benefit Start Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 Years of Vesting Service, or at Least 80 Points</td>
<td>No restrictions</td>
</tr>
<tr>
<td>29 Years of Vesting Service, or 78 -79 Points</td>
<td>First Day of the Month after the Participant Reaches Age 50</td>
</tr>
<tr>
<td>28 Years of Vesting Service, or 76 -77 Points</td>
<td>First Day of the Month after the Participant Reaches Age 51</td>
</tr>
<tr>
<td>27 Years of Vesting Service, or 74 -75 Points</td>
<td>First Day of the Month after the Participant Reaches Age 52</td>
</tr>
<tr>
<td>26 Years of Vesting Service, or 72 -73 Points</td>
<td>First Day of the Month after the Participant Reaches Age 53</td>
</tr>
<tr>
<td>25 Years of Vesting Service, or 70 -71 Points</td>
<td>First Day of the Month after the Participant Reaches Age 54</td>
</tr>
<tr>
<td>Less than 25 Years of Vesting Service, and Less than 70 Points</td>
<td>First Day of the Month after the Participant Reaches Age 55</td>
</tr>
</tbody>
</table>

For purposes of this phase-in, "points" are determined using the same criteria that are used to determine if a Participant is eligible to retire with an unreduced benefit under the Plan's special "Rule of 80" unreduced early retirement benefit. Years of vesting service and "Rule of 80" points are determined as of April 1, 2010. All "points" are determined as of March 31, 2010, and the attainment of any age after that date or any service performed after that date shall not affect any Participant's treatment under this "phase-in" rule.

Notwithstanding the foregoing, effective January 1, 2012, a Participant who retires or re-commences benefits after December 31, 2011 shall not receive Supplemental Temporary Benefits before such Participant attains age 60. Such benefits cannot commence before the calendar month that is 72 months prior to the calendar month in which the Participant reaches Social Security Retirement Age. No such Participant shall receive more than 36 Supplemental Temporary Benefit payments. Supplemental Temporary Benefit Payments shall end upon the earlier of the month following the month in which the Participant dies or upon the Participant's receipt of his/her 36 monthly
Supplemental Temporary Benefit Payment. The Supplemental Temporary Benefit of Participants who retire or re-commence benefits after December 31, 2011, shall be based only on Years of Service accrued prior to April 1, 2010 and determined as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
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<tr>
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<td>$20</td>
</tr>
<tr>
<td>25 or more</td>
<td>$25</td>
</tr>
</tbody>
</table>

Effective for the benefit month January 2012 and thereafter, the Supplemental Temporary Benefit of any Participant who was receiving a Supplemental Temporary Benefit in December 2011 shall be reduced by 10%.

The Supplemental Temporary Benefit is not subject to any optional forms of payment to any Participant or to any Survivor and automatically ceases upon the death of the Retired Participant if he should die before attaining the age 62, or, if applicable, attaining Social Security Normal Retirement date. This Supplemental Temporary Benefit shall not be payable to any Retired Participant whose eligibility for Normal or Early Retirement Benefits is based on the operation of the International Pro-Rata Reciprocity Agreement sponsored by the Laborers’ International Union of North America. For purposes of computing the benefit provided under this Section only, a Participant who has 10 Years of Service will have service computed using 435 Hours of Work as a Year of Service.

SECTION 7 - LIMITATIONS ON BENEFITS

There is no limitation on the amount of benefits a Participant may accrue hereunder except as may be required by operation of Section 415 of the Internal Revenue Code and the rules and regulations applicable hereto at any time of reference or by subsequent applicable Federal legislation. Benefits payable under the Plan will be restricted to the maximum which may be paid under Section 415 which is incorporated by reference including the annual adjustments to the limitations pursuant to Section 415(d). In all events, in determining whether any such restrictions are applicable, the "limitations year" shall be the Plan Year and "compensation" shall be as defined in Treasury Regulation 1.415-2(d)(11)(1) and Section 415 of the Code and as provided in Article 1, Section 33 of the Plan. Benefits accrued by the Participant under any other defined benefit or defined contribution plan maintained by an Employer as well as the date of which benefits commence will be taken into consideration, and if such limitations are exceeded, benefits under such other plan shall be reduced. Actuarial Equivalence shall be determined using rates and assumptions set forth in Article 1, Section 29 of the Plan as applicable, as amended herein, and to the extent permitted by Code Section 415, the applicable regulations and rulings issued under that section, in which case the rates and
assumptions mandated thereby shall apply. No benefit shall be payable under the Plan that violates the minimum distribution incidental benefit restrictions imposed by Code Section 401(a)(9), restrictions set forth in Treasury Regulation Section 1.401(a)(9)-6, and, other applicable restrictions set forth in Internal Revenue Service publications.

ARTICLE IV

NORMAL RETIREMENT BENEFIT

SECTION 1 - ELIGIBILITY

Except as otherwise provided in this Section 1, an Active Participant shall be eligible to Retire voluntarily and receive a Normal Retirement Benefit after he reaches his Normal Retirement Age. A Participant shall attain his Normal Retirement Age on the later of the following:

a) his 65th birthday, or

b) the fifth anniversary of his date of participation in the Plan which participation commenced subsequent to his latest Permanent Break-in-Service, if any.

Notwithstanding the foregoing, if a Participant has at least 29% Years of Service (exclusive of any such Service based on Contiguous Non-Covered Employment), at least 10 of which were accrued after August 31, 1968, he may retire earlier than age 65 and be entitled to receive a Normal Retirement Benefit. For purposes of qualifying for retirement under this paragraph, only, a Participant who has 10 Years of Service will have service computed using 435 Hours of Work as a Year of Service.

Notwithstanding the foregoing, effective for persons who are active Participants on or after September 1, 1997 who retire after such date, if the sum of a Participant's years of age and Years of Service (exclusive of any such Service based on Contiguous Non-Covered Employment, special disability service credit or service recognized under pro-rata reciprocity agreements) equals at least 79½, he may retire earlier than age 65 and be entitled to receive a Normal Retirement Benefit. Effective September 1, 1999, employment with the United Way shall count for eligibility for retirement under this paragraph but not in computing the amount of benefits payable to any Participant under the Plan. For purposes of qualifying for retirement under this paragraph, only a Participant who has 10 Years of Service will have service computed using 435 Hours of Work as a Year of Service. Effective October 1, 2004, years of employment with the Laborers' International Union of North America shall be included in determining whether a Participant qualifies for unreduced retirement benefits under this section.
Effective for Future Service credit obtained after December 31, 2011, notwithstanding the foregoing, if the sum of a Participant’s years of age and Years of Service (exclusive of any such Service based on Contiguous Non-Covered Employment, special disability service credit or service recognized under pro-rata reciprocity agreements) equals at least 85, he may retire earlier than age 65 and be entitled to receive a Normal Retirement Benefit.

Upon attaining his Normal Retirement Age, an Active Participant shall be 100% vested in his Accrued Benefit and his rights shall be non-forfeitable.

A Participant as of September 1, 1976, who was a Participant in the Original Plan immediately prior thereto and who had at least five years of Future Service Credit at that time, as that term was defined in the Original Plan, who does not meet the minimum requirement under "V above can still be eligible hereunder if he would have had 10 years of Continuous Service under the Original Plan had that Plan continued unchanged from August 31, 1976, provided he meets the other requirements of this Section.

SECTION 2 - COMMENCEMENT OF BENEFIT PAYMENTS

A Participant who meets the eligibility requirements for a Normal Retirement Benefit as set forth in Section 1 of this Article IV, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to a Normal Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements set forth in Section 1 of this Article IV and submitted said application. Distribution of such Benefit, in the absence of an earlier commencement date being elected by the Participant, shall commence no later than the first day of April following the calendar year in which the Participant reaches age 70% or effective September 1, 1997, for non-highly compensated employees, the date the Participant actually retires.

If a Participant accrues benefits after the April 1st following the calendar year in which he reaches age 70½ and therefore cannot have his monthly pension benefits suspended thereafter, his monthly pension benefits shall be paid to him during such period that he is accruing benefits. As of each January 1st thereafter, any additional monthly benefit be calculated and paid to him in the same form of benefit as his regular monthly benefit is being paid. If and when such a Participant totally ceases accruing benefits hereunder, his additional monthly benefit shall be calculated at that time and paid to him monthly thereafter.

Subject to the requirements of Article X, Section 2, benefit payments shall commence no later than the times and dates required by Code Section 401(a)(9), Treasury Regulation Sections 1.401(a)(9) and 1.411(d)(4), and other applicable
Treasury Regulations and Internal Revenue Service publications, the applicable requirements of which are incorporated by reference.

SECTION 3 - COMPUTATION OF BENEFIT

Subject to the actuarial adjustments for other forms of benefit payment described in Section 2 and 3 of Article X and to the other provisions of Article X, a Participant who initially Retires as of the first day of the first month coincident with or next following the date as of which he meets all of the eligibility requirements for Normal Retirement as set forth in Section 1 of this Article IV (including a Participant who is entitled to a Normal Retirement Benefit by reason of having at least 30 Years of Service), shall be entitled to receive a monthly Normal Retirement Benefit equal to his Accrued Benefit. Effective October 1, 2004, years of employment with the Laborers' International Union of North America shall be included in determining whether a Participant qualifies for unreduced retirement benefits under this section.

If a Participant initially Retires subsequent to attaining his Normal Retirement Age and subsequent to the first day of the first month coincident with or next following the date as of which he meets all of the eligibility requirements for Normal Retirement as set forth in Section 1 of this Article IV, he shall be entitled to receive a monthly Normal Retirement Benefit equal to his Accrued Benefit as of his actual Retirement Date plus an additional monthly benefit described below for each month that he would have been entitled to receive a Normal Retirement Benefit had he actually Retired when he was first eligible to do so on or after his Normal Retirement Age provided such monthly Normal Retirement Benefit would not have been suspended in accordance with the Suspension of Benefit provisions set forth in Section 6 of Article X hereof.

The additional monthly benefit referred to above shall be calculated by first determining the Participant's Accrued Benefit as of the date he was first eligible to Retire under the Normal Retirement provisions set forth in Section 1 of Article IV, on or after attaining his Normal Retirement Age and the form of monthly benefit he would have been entitled to receive as of that date. The amount thus calculated shall then be converted to an additional monthly benefit of Actuarially Equivalent value. For this purpose, in determining the form under which Normal Retirement Benefits would have been payable to the Participant, in the case of a married Participant, unless the Participant elected in writing, in advance of attaining his Normal Retirement Age, a form other than the 50% Qualified Joint and Survivor Form described in Section 2 of Article X hereof and his Spouse properly consented in writing thereto pursuant to Article X, it shall be conclusively presumed that his Normal Retirement Benefits would be payable under said 50% Qualified Joint and Survivor Option even if, at his actual Retirement, he elects a different form. If a married Participant had elected another form of benefit in accordance with the provisions of Article X hereof or if the Participant was not legally married as of such date,
it shall be conclusively presumed that his Normal Retirement Benefits would be payable under the Normal Form described in Section 1 of Article X hereof.

The Trustees may establish reasonable rules to determine whether a Participant who initially Retires after attaining his Normal Retirement Age is actually entitled to an additional monthly benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 6 of Article X hereof.

ARTICLE V

EARLY RETIREMENT BENEFIT

SECTION 1 - ELIGIBILITY

An Active Participant who has not suffered a Permanent Break-in-Service shall be eligible to Retire voluntarily and receive an Early Retirement Benefit provided:

a) at the time he Retires, he has at least 10 Years of Service; and

b) he has reached his 55th but not his 60th birthday.

A Participant as of September 1, 1976, who was a Participant in the Original Plan immediately prior thereto and who had at least five years of Future Service Credit at that time, as that term was defined in the Original Plan, who does not have the minimum requirement of 10 Years of Service can still be eligible hereunder if he would have had 10 years of Continuous Service under the Original Plan had that Plan continued unchanged from August 31, 1976, provided he meets the other requirements of this Section. Effective September 1, 1999, a vested Participant who has five Years of Service and who has reached his 60th birthday may retire early under this Section.

SECTION 2 - COMMENCEMENT OF BENEFIT PAYMENTS

A Participant who meets the eligibility requirements for an Early Retirement Benefit as set forth in Section 1 of this Article V, upon submission of an application form to the Trustees, on a form prescribed and furnished by them and accompanied by personal data required by them, shall become entitled to an Early Retirement Benefit commencing as of the first day of the month next following the date as of which he has both completed the eligibility requirements set forth in Section 1 of this Article V and submitted said application. Actuarial reduction of benefits payable to Deferred Vested Participants is governed by Article VII, Section...

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SECTION 3 - COMPUTATION OF BENEFIT

Subject to actuarial adjustment for other forms of benefit payment described in Section 2 and 3 of Article X and to the other provisions of Article X, a Participant's monthly Early Retirement Benefit shall be equal to his Accrued Benefit reduced by one-half of one percent (1/2 of 1%) for each complete calendar month by which the Retired Participant is under age 60 at the time his Early Retirement Benefit commences.

ARTICLE VI

DISABILITY RETIREMENT BENEFIT

SECTION 1 - ELIGIBILITY

An Active Participant shall be eligible to Retire voluntarily and receive a Disability Retirement Benefit provided:

a) he is determined by the Trustees to be Totally and Permanently disabled;

b) such disability occurred during his current status as an Active Participant;

c) he shall, at the time he becomes disabled, have at least 10 Years of Service, exclusive of any Years of Service for Contiguous Non-Covered Employment as described in Section 2 of Article II; and

d) he is under age 60.

A totally and permanently disabled Participant is one who is determined by the Trustees, on the basis of medical evidence satisfactory to them, to have a physical or mental condition which has rendered him totally unable to engage in any regular occupation or employment for remuneration or profit and which condition is likely to be permanent and continuous during the remainder of his life; provided, however, that no Participant shall be deemed to be totally and permanently disabled for the purpose of the Plan if his incapacity is attributable to chronic alcoholism or addiction to narcotics, or if such incapacity was contracted, suffered, or incurred while he was engaged in a felonious enterprise or resulted therefrom, or resulted from an intentionally self-inflicted injury. Although not required for such a finding by the Trustees, proof of entitlement to Social Security Disability Benefits shall be sufficient proof of total and permanent disability,
provided, however, effective January 1, 2012, Disability Retirement Benefits payable to a Participant who has not been determined to be eligible for total and permanent disability benefits by the Social Security Administration shall be limited to no more than 24 months.

Effective July 26, 1992, a totally and permanently disabled Participant is one who is determined by the Trustees, on the basis of medical evidence satisfactory to them, to have a physical or mental condition which has rendered him totally unable to engage in any regular occupation or employment for remuneration or profit (effective January 1, 1996, has rendered him totally unable to engage in work as a laborer) and which condition is likely to be permanent and continuous during the remainder of his life; provided, however, that no Participant shall be deemed to be totally and permanently disabled for the purpose of the Plan if his incapacity is attributable to current illegal use of narcotics or if such incapacity was contracted, suffered or incurred while he was engaged in a felonious enterprise or resulted therefrom or resulted from an intentionally self-inflicted injury. Although not required for such a finding by the Trustees, proof of entitlement to Social Security Disability Benefits for reasons other than incapacies or conditions suffered or incurred in or resulted from a felonious enterprise or from current illegal use of narcotics from an intentionally self-inflicted injury shall be sufficient proof of total and permanent disability.

A Participant as of September 1, 1976, who was a Participant in the Original Plan immediately prior thereto and who had at least five Years of Future Service Credit at that time, as that term was defined in the Original Plan, who does not have the minimum requirement of 10 Years of Service can still be eligible hereunder if he would have had 10 Years of Continuous Service under the Original Plan had that Plan continued unchanged from August 31, 1976, provided he meets the other requirements of this Section.

A Participant may not satisfy the requirement of at least 10 Years of Service as set forth in c) above by virtue of the operation of any reciprocity agreement sponsored by the Laborers' International Union of North America into which the Trustees may enter, unless the Participant had some degree of vesting under the Plan without the operation of any such reciprocity agreement. Effective April 1, 2005, any Participant who received a disability benefit based on trade-related Total and Permanent Disability who subsequently returns to work shall only be found to qualify for a Total and Permanent Disability Benefit if determined to be Totally and Permanently Disabled by the Social Security Administration.

SECTION 2 - COMMENCEMENT OF MONTHLY DISABILITY RETIREMENT BENEFITS

A Participant who meets the eligibility requirements for monthly Disability Retirement Benefits in accordance with the provisions of Section 1 of this Article VI shall be entitled to receive such monthly Disability Retirement Benefits from the earlier of the first day of the month next following the date as of which his application is received by the
Trustees or the date as of which his application for disability benefits under Social Security is approved by the Social Security Administration, provided he met all of the requirements of Section 1 of this Article VI as of such earlier date, provided, however, effective January 1, 2012, Disability Retirement Benefits payable to a Participant who has not been determined to be eligible for total and permanent disability benefits by the Social Security Administration shall be limited to no more than 24 months of monthly disability payments determined as of the date of the date payments commence. Effective September 1, 1996, the commencement date for Disability Retirement Benefits shall be the earlier of the month following the month that the Participant applied for such benefits or, if earlier, the first day of the month following the month the Participant is deemed totally disabled by the Social Security Administration. The Trustees may, however, approve another date earlier than the date the Participant's application is received by them provided they determine that the delay in submitting such application was not due to the negligence of the Participant and substantial medical evidence is presented that establishes good cause for the Participant's delay in submitting such application. The provisions of this Section shall not be administered in a discriminatory manner.

SECTION 3 - COMPUTATION OF BENEFIT

A Participant's monthly Disability Retirement Benefit shall be equal to the greater of his Accrued Benefit and $50, however, effective January 1, 2012, Disability Retirement Benefits payable to a Participant who has not been determined to be eligible for total and permanent disability benefits by the Social Security Administration, shall in no event exceed $1,000. Such benefit shall be paid for each month that he remains so disabled, ending with the payment made for the month in which he attains age 60. Upon attaining age 60, the Disabled Participant shall thereafter receive the same monthly amount as an unreduced Early Retirement Benefit that he was receiving as a Disability Retirement Benefit, subject to the provisions of Article X. If the Disabled Participant becomes eligible for a Disability Retirement Benefit by virtue of the operation of any reciprocity agreement sponsored by the Laborers’ International Union of North America into which the Trustees may enter, his monthly Disability Retirement Benefit shall be equal to his Accrued Benefit and will not be subject to the minimum amount of $50.

Effective for Participants with Disability Benefit applications filed on or after March 1, 2007 with at least five Years of Service, the Disability Benefit shall be payable in the following amounts and for the following periods, but subject to Plan provisions for continued qualification for receipt of the Disability Benefit:
Years of Service | Description of Temporary Disability Benefit
---|---
5 | 25% of accrued benefit payable for 5 years
6 | 30% of accrued benefit payable for 6 years
7 | 35% of accrued benefit payable for 7 years
8 | 40% of accrued benefit payable for 8 years
9 | 45% of accrued benefit payable for 9 years
10 | 50% of accrued benefit payable to age 60
11 | 55% of accrued benefit payable to age 60
12 | 60% of accrued benefit payable to age 60
13 | 65% of accrued benefit payable to age 60
14 | 70% of accrued benefit payable to age 60
15 | 75% of accrued benefit payable to age 60
16 | 80% of accrued benefit payable to age 60
17 | 85% of accrued benefit payable to age 60
18 | 90% of accrued benefit payable to age 60
19 | 95% of accrued benefit payable to age 60
20 or more | 100% of accrued benefit payable to age 60

Effective April 1, 2010, the Disability Benefit of any Participant who begins receiving a Disability Retirement Benefit after such date, but has not been credited with 20 or more Years of Service, shall be limited to $1,000. Effective January 1, 2012, no Participant who has not been determined to be eligible for total and permanent disability benefits by the Social Security Administration will be paid a Disability Benefit that exceeds $1,000.

SECTION 4 - TERMINATION OF DISABILITY RETIREMENT BENEFITS

Disability Retirement Benefits shall be terminated:

a) if the Employee engages in an occupation or employment (except for rehabilitation as determined by the Trustees) which employment would be inconsistent with the finding of total and permanent disability;

b) if the Trustees determined on the basis of medical findings that the Employee is able to pursue a regular occupation or employment for profit or remuneration, (provided that, effective January 1, 1996, benefits will be terminated if the Trustees find that the Employee can work as a Laborer; provided however, (prior to January 1, 1996) that if the Employee does, in
fact, become gainfully employed in an effort at rehabilitation as determined by the Trustees in an occupation not within the trade Jurisdiction of the Union (and not requiring physical ability and dexterity at least equal to that required to perform work within the trade Jurisdiction of the Union), his Disability Retirement Benefits shall not be terminated unless for any calendar year his earnings from such employment exceed an amount equal to the product of 870 hours multiplied by the average base wage rate then in effect for Laborers represented by the Union; or

c) if the Employee refused to undergo a medical examination requested by the Trustees (provided, however, that the Employee may not be required to undergo a medical examination more often than twice a year) or, if employed as allowed under paragraph b) hereof, he fails to provide satisfactory evidence of income when requested by the Trustees; or

d) if a Participant has not been determined to be Totally and Permanently Disabled by the Social Security Administration, 23rd calendar month following the calendar month for which the first monthly disability payment was due or paid, whichever is earliest.

If a Disabled Employee again becomes an Active Participant, such employee shall be credited with one year of service (but no Future Service) for each year such employee was receiving Disability Retirement Benefits.

SECTION 5 - SPECIAL DISABILITY BENEFIT

In the event an Active Participant becomes disabled prior to attaining some degree of vesting, provided he meets the requirements of sub-paragraphs a) and b) of Section 1 of this Article VI, he shall be entitled to receive, subject to Article X, Section 4, either an immediate qualified joint and survivor annuity that is the Actuarial Equivalent of Employer contributions made on his behalf for which he received Future Service Credit or, subject to the waiver and consent requirements of Article X, Section 2, and the requirements of Code Section 432, if applicable, a single sum cash payment in an amount equal to the Employer contributions made to the Fund on his behalf for which he received Future Service Credit.

Prior to March 1, 2007, if an Active Participant becomes disabled after attaining some degree of vesting, but prior to satisfying the requirement of 10 Years of Service for Disability Retirement Benefits, provided he meets the requirements of sub-paragraphs a) and b) of Section 1 of Article VI, he shall be entitled to receive, at his election, but subject to the waiver and consent requirements of Article X, Section 2, and subject to Article X, Section 4 either an amount equal to the Actuarial Equivalent of his Deferred Vested Benefit in a single sum cash payment, an immediate Qualified Joint and Survivor Annuity
that is the Actuarial Equivalent of his deferred vested benefit or his monthly Vested Benefit
commencing as of the first day of the month coincident with or next following the date as
of which he attains age 60, provided he is then Retired.

Any single sum payment made pursuant to this Section 5 shall be subject to the
direct rollover rules of Section 7 of Article X.

Notwithstanding any contrary provision in this Article, no single sum payment that
exceeds $5,000 shall be payable after April 1, 2010.

SECTION 6 - NO COORDINATION OF BENEFITS

Effective January 1, 1990, Disability Retirement Benefits and Special Disability
Benefits payable to a Participant pursuant to the Plan shall not be coordinated pursuant to
Michigan Compiled Laws Annotated Section 418.354 or any other state law which may
require the coordination of disability or similar benefits with awards or benefits payable to
a Participant under state workers' compensation law or any other similar arrangement.

ARTICLE VII

VESTED BENEFIT

SECTION 1 - ELIGIBILITY

A Participant who becomes an Inactive Participant shall be eligible to receive a
Vested Benefit provided:

a) he has, at the time he becomes an Inactive Participant, at
least five Years of Service since September 1, 1968 (including
any period for which he has been credited with Special
Service Credit for service prior to September 1, 1968); and

b) he is not eligible for any other type of benefit under the Plan.

SECTION 2 - COMMENCEMENT OF BENEFIT PAYMENTS

Unless a lump sum payment is payable as provided for in Section 4 of Article X,
and subject to his right to elect an earlier commencement date in accordance with later
provisions of this Section 2, an Inactive Participant who meets the eligibility requirements
for a Vested Benefit as set forth in Section 1 of this Article VII, upon submission of an
application form to the Trustees, on a form prescribed and furnished by them and
accompanied by personal data required by them, shall become entitled to a monthly
Vested Benefit commencing as of the first day of the month coincident with or next following the date as of which he attains age 65 provided he is then Retired.

A Former Participant who has at least 10 Years of Service may elect to commence receiving his Vested Benefit on a reduced basis at any time after attaining age 55 or on an unreduced basis after attaining age 60, provided he is then Retired.

Distribution of a Vested Benefit, in the absence of an earlier commencement date being elected by the Inactive Participant, shall commence no later than the first day of April following the calendar year in which the Inactive Participant reaches age 70W

SECTION 3 - COMPUTATION OF BENEFIT

Subject to the actuarial adjustments for other forms of benefit payment described in Sections 2 and 3 of Article X and to the other provisions of Article X, a Former Participant's monthly Vested Benefit shall be equal to a percentage of his Accrued Benefit computed in accordance with the provisions of Article III and based on the provisions of said Section as in effect on the date he became an Inactive Participant in accordance with the following schedule and based on the date he became an Inactive Participant:

<table>
<thead>
<tr>
<th>Years of Service Since September 1, 1968 (including Years of Special Service Credit)</th>
<th>Percentage of Accrued Benefit in which vested if: Became Inactive Prior to September 1, 1987</th>
<th>Percentage of Accrued Benefit in which vested if: Became Inactive On or After September 1, 1987</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5 Years</td>
<td>0%</td>
<td>0%</td>
</tr>
<tr>
<td>At least 5 Years but less than 6</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>At least 6 Years but less than 7</td>
<td>55%</td>
<td>60%</td>
</tr>
<tr>
<td>At least 7 Years but less than 8</td>
<td>60%</td>
<td>70%</td>
</tr>
<tr>
<td>At least 8 Years but less than 9</td>
<td>65%</td>
<td>80%</td>
</tr>
<tr>
<td>At least 9 Years but less than 10</td>
<td>70%</td>
<td>90%</td>
</tr>
<tr>
<td>At least 10 Years but less than 11</td>
<td>75%</td>
<td>100%</td>
</tr>
<tr>
<td>At least 11 Years but less than 12</td>
<td>80%</td>
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<tr>
<td>At least 12 Years but less than 13</td>
<td>85%</td>
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<tr>
<td>At least 13 Years but less than 14</td>
<td>90%</td>
<td></td>
</tr>
<tr>
<td>At least 14 Years but less than 15</td>
<td>95%</td>
<td></td>
</tr>
<tr>
<td>15 Years or more</td>
<td>100%</td>
<td></td>
</tr>
</tbody>
</table>

Notwithstanding the foregoing schedule, if, at the time he becomes an Inactive Participant, the Former Participant had at least 10 Years of Service at least five of which was accrued after September 1, 1968, and the total of his attained age at the time he
becomes an Inactive Participant and his Years of Service is at least 70, he shall be vested in 100% of his Accrued Benefit.

Notwithstanding the foregoing Schedule, effective September 1, 1989, a Participant who is credited with an Hour of Work after August 31, 1989 for which contributions are made or are required to be made to the Fund by an Employer with respect to employment that is not subject to a Collective Bargaining Agreement and who is credited with five (Years of Service, after August 31, 1989 shall be fully vested. Years of Contiguous Service shall be disregarded for purposes of determining accelerated vesting under this paragraph.

Effective September 1, 1999, for a Participant who is credited with an Hour of Work after such date for which contributions are made or required to be made to the Plan by an Employer and who is credited with five Years of Service shall be fully vested.

Effective prior to April 1, 2010, in the event a Former Participant who has at least 10 Years of Service elects to have his Vested Benefit commence at a date prior to age 60, subject to the form of benefit payment described in Section 2 and 3 of Article X, his monthly Vested Benefit shall be reduced in accordance with the provisions of Section 3 of Article V, the same as if he were to receive a reduced monthly Early Retirement Benefit. Effective April 1, 2010, a Participant's monthly Vested Benefit that begins prior to such Participant's Normal Retirement Age shall be actuarially reduced from age 65, consistent with Plan provisions used to determine Actuarial Equivalence.

If the Former Participant was a Participant as of September 1, 1976, and was a Participant in the Original Plan immediately prior thereto, with at least five Years of Future Service Credit thereunder as of August 31, 1976, as that term was defined therein, in the event that the single sum Actuarial Equivalent of the Vested Benefit to which he would have been entitled under the vesting schedule and form of payment as in effect under the Original Plan on August 31, 1976, would be greater than the single sum Actuarial Equivalent of the Vested Benefit to which he is entitled pursuant to the provisions of this Article VII, he shall be entitled to receive the Vested Benefit with the greater single sum Actuarial Equivalent.

If the Former Participant does not commence receiving his Vested Benefit until after attaining his Normal Retirement Age, he shall receive his monthly Vested Benefit described above and based on the provisions of said Section as they were in effect on the date he became an Inactive Participant, plus an additional monthly benefit described below for each month that he would have been entitled to receive a Vested Benefit had he commenced receiving same as of his Normal Retirement Age, provided such monthly Vested Benefit would not have been suspended in accordance with the Suspension of Benefit provisions set forth in Section 6 of Article X hereof.
The additional monthly benefit referred to above shall be calculated by first determining the Former Participants Vested Benefit and the form of monthly benefit he would have been entitled to receive had such Vested Benefit payments actually commenced to him as of his Normal Retirement Age. The amount thus calculated shall then be converted to an additional monthly benefit of Actuarially Equivalent value. For this purpose, in determining the form under which Vested Benefits would have been payable to the Former Participant as of his Normal Retirement Age, in the case of a married Participant, unless the Former Participant elected in writing, in advance of that date and subject to the waiver and spousal consent provisions required in Section 2 of Article X, a form other than the 50% Qualified Joint and Survivor Form described in Section 2 of Article X hereof, it shall be conclusively presumed that his Vested Benefits would be been payable under said 50% Qualified Joint and Survivor Option even if, at the time his Vested Benefits actually commence, he elects a different form or is no longer married. If a married Participant had elected another form of benefit in accordance with the provisions of Article X hereof or if the Participant was not legally married as of such date, it shall be conclusively presumed that his Vested Benefits would be payable under the Normal Form described in Section 1 of Article X hereof.

The Trustees may establish reasonable rules to determine whether a Former Participant whose Vested Benefits initially commence after his Normal Retirement Date is actually entitled to an additional monthly benefit and may require that he furnish evidence of his employment to determine whether any such employment may have invoked the Suspension of Benefit provisions of Section 6 of Article X hereof.

If a Participant accrues benefits after the April 1st following the calendar year in which he reaches age 70 1/2 and therefore cannot have his monthly pension benefits suspended thereafter, his monthly pension benefits shall be paid to him during such period that he is accruing benefits. As of each January 1st thereafter, any additional monthly benefit he has accrued after such April 1st and in the preceding calendar year shall be calculated and paid to him in the same form of benefits as his regular monthly benefit is being paid. If and when such a Participant totally ceases accruing benefits hereunder, his additional monthly benefit shall be calculated at that time and paid to him monthly thereafter.

A Participant who previously terminated with vesting and subsequently is re-employed as an Employee prior to receiving benefits hereunder, shall resume participation in the Plan in accordance with Article II and any Years of Service earned after such re-employment date shall be combined with his prior Years of Service in determining his percentage vesting in (and eligibility for) all of his Past and Future Service Credit.
If the death of a Former Participant with a deferred monthly Vested Benefit occurs before he Retires and he receives monthly retirement benefits under the Plan, payments shall be made in accordance with the provisions of Article VIII or Article IX.

ARTICLE VIII

DEATH BENEFITS

SECTION 1 - ELIGIBILITY

In the event of the death of an Active Participant, a Disabled Participant receiving Disability Retirement Benefits, or a Former Participant entitled to a Deferred Vested Benefit, his Beneficiary shall be entitled to receive a Death Benefit provided:

a) the Deceased Participant had at least five Years of Service since September 1, 1968, or, if he had previously suffered a Permanent Break-in-Service, since his latest Permanent Break-in-Service (or, effective September 1, 1999, the Deceased Participant is a non-vested Active Participant);

b) the Deceased Participant had not received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and

c) no Pre-retirement Surviving Spouse Benefit is payable under the provisions of Article IX hereof.

SECTION 2 - COMMENCEMENT OF BENEFIT PAYMENT

If a Death Benefit is payable hereunder it shall be paid, upon approval by the Trustees, but subject to the direct rollover provisions of Section 7 of Article X and Code Section 432, if applicable, in a single sum as soon as feasible after the date an application is submitted to the Trustees by or on behalf of the Beneficiary on a form prescribed and furnished by them and accompanied by personal data required by them.

SECTION 3 - COMPUTATION OF BENEFIT

The single sum Death Benefit payable hereunder shall be equal to 75% of the contributions made to the Fund on behalf of the Deceased Participant for the years for which he accrued Years of Service and/or Special Service Credit since his latest Permanent Break-in-Service, if any, subject to a maximum benefit of $20,000 or, if less, the Section 432 limitation of $5,000. Notwithstanding the foregoing, death benefits payable under the Plan will not exceed the maximum amount which may be paid as an
"incidental benefit" pursuant to Treasury Regulation Section 1.401-1(b)(i). No Death Benefit under this Section that exceeds $5,000 shall be paid after April 1, 2010.

SECTION 4 - BENEFICIARY

Every Participant, Former Participant, or Retired Participant upon whose death a single sum Death Benefit may be payable in accordance with the provisions of this Article VIII, may designate a Beneficiary subject to the following conditions:

a) If he has been, or subsequently becomes, continuously married for a period of one year, his Spouse shall automatically be his Beneficiary. A Participant may designate a Beneficiary other than his Spouse, but such designation shall not be valid unless his Spouse executes a consent and waiver form prescribed and furnished by the Trustees consenting to the designation of a Beneficiary other than herself the execution of which form must be witnessed by an authorized Fund Representative or a Notary Public.

b) If he has not been continuously married for at least one year, he may designate any person or persons he may so desire as his Beneficiary.

The attempted designation by a Participant, who has been continuously married for at least one year, of someone other than his Spouse without her consent in accordance with the foregoing provisions of this Section 4, shall be null and void and the Death Benefit, if any, shall be paid as in the case where there is no automatic or designated Beneficiary. If there is no automatic or designated Beneficiary, any Death Benefit payable under this Article shall be paid to his surviving children, if any, in equal shares.

If, after application of the foregoing provisions of this Section 4, no one qualifies as a Beneficiary hereunder, the person or persons, if any, who are designated as the Deceased Participant’s beneficiary on the records of the Michigan Laborers’ Health Care Fund shall be considered his Beneficiary hereunder. If no one still qualifies, the Participant’s estate shall be considered his Beneficiary hereunder.
ARTICLE IX

PRE-RETIREMENT SURVIVORS' BENEFITS

SECTION 1 - TYPES OF PRE-RETIREMENT SURVIVORS' BENEFITS

a) Immediate Surviving Spouse's Benefit

Under an Immediate Surviving Spouse's Benefit, payments shall be made to a Participant's Surviving Spouse in monthly installments under the provisions of the Qualified 50% Joint and Survivor Form described in Section 2 of Article X (effective September 1, 1998, such benefit will be paid under the provisions of the 100% Joint and Survivor Form described in Section 2 of Article X) computed as if the Deceased Participant had commenced receiving benefits under said Form immediately prior to his Death. Such installments shall commence as of the first day of the month coincident with or next following the date of the death of the Deceased Participant, but no monthly payments shall actually be paid until approved by the Trustees after an application is submitted to them by or on behalf of the Surviving Spouse on a form prescribed and furnished by them and accompanied by personal data required by them.

b) Deferred Surviving Spouse's Benefit

Under a Deferred Surviving Spouse's Benefit, benefits shall be payable to a Participant's Surviving Spouse in monthly installments commencing as of the first day as of which the Deceased Participant could have first started to receive Normal or Early Retirement Benefits or Deferred Vested Benefits had he lived based on his Years of Service as of the date of his death and the percentage of his Accrued Benefit in which he was vested as of the date of his death. Such monthly benefit shall be payable for life under the provisions of the 50% Qualified Joint and Survivor Form described in Section 2 of Article X (effective September 1, 1998, such benefit will be paid under the provisions of the 100% Joint and Survivor Form described in Section 2 of Article X) computed as if the Deceased Participant had lived to the first date as of which he could have commenced receiving Normal or Early Retirement Benefits or Deferred Vested Benefits, applied therefore and received such benefits as of such date under said Form and died immediately thereafter. Such computation shall be based on the age the Deceased Participant would have been when benefits would first have become payable and the age the Surviving Spouse is as of such date.

c) Single Sum Surviving Spouse's Benefit

Under a Single Sum Surviving Spouse's Benefit, a single sum cash payment equal to the greater of the Death Benefit described in Section 3 of Article VIII or the Actuarial Equivalent of the Deferred Surviving Spouse's Benefit described in b) above shall be paid
to the Surviving Spouse, subject, however, to the direct rollover provisions of Section 7 of Article X. No Single Sum Surviving Spouse’s Benefit that exceeds $5,000 shall be paid after April 1, 2010.

d) Sixty (60) Months Survivor’s Benefit

Under a 60 Months Survivor’s Benefit, a monthly benefit equal to the Deceased Participant’s Vested Accrued Benefit, subject to the restrictions of Code Section 432, shall be payable to the Deceased Participant’s Surviving Spouse for a 60 month period following the Participant’s death beginning as of the first day of the month that follows his death. If the Participant does not have a Surviving Spouse, or his Spouse dies within the 60 month period, payments shall be made or continued to his surviving dependent children in equal shares. If, for any reason, the full 60 monthly payments cannot be paid to the Deceased Participant’s Surviving Spouse or surviving dependent children, any excess of Employer contributions made to the Fund on behalf of the Deceased Participant for which he received Future Service or Special Service Credit over the aggregate of the monthly payments actually made hereunder shall be paid in a lump sum to the Deceased Participant’s Beneficiary as described in Section 4 of Article VIII, but subject to Code Section 432 limitations, if applicable. Payment of a sixty (60) month Survivor’s Benefit shall be subject to the direct rollover provisions of Section 7 of Article X.

The Death Benefit payable under the Plan will not exceed the maximum amount payable as an "incidental benefit" pursuant to Treasury Regulation Section 1.401-1(b)(i).

SECTION 2 - ELIGIBILITY FOR PRE-RETIREMENT SURVIVOR’S BENEFITS

a) For An Immediate Surviving Spouse’s Benefit

If, upon the death of an Active Participant, a Disabled Participant receiving Disability Retirement Benefits, or a Former Participant entitled to a Deferred Vested Benefit, he is survived by a Spouse to whom he has been legally married for at least one year at the time of his death, such Surviving Spouse shall, in lieu of any other benefits from the Plan, be entitled to receive an Immediate Surviving Spouse’s Benefit provided:

i) the Deceased Participant had not yet received any Normal or Early Retirement Benefits or Vested Benefits from the Plan; and

ii) the Deceased Participant was, at the time of his death, eligible to have commenced receiving a Normal or Early Retirement Benefit or a Deferred monthly Vested Benefit had he applied therefore, or, effective for deaths occurring after January 1, 2007, a Participant
who dies while performing "qualified military service" as defined in Code Section 414(u).

b) For A Deferred Surviving Spouse's Benefit

If, upon the death of an Active Participant who had become vested in a percentage of his Accrued Benefit, a Disabled Participant receiving Disability Retirement Benefits, or a Former Participant entitled to a Deferred Vested Benefit, he is survived by a Spouse to whom he has been legally married for at least one year at the time of his death and such Surviving Spouse is not entitled to the Immediate Surviving Spouse's Benefit described in a) above, she shall be entitled to a Deferred Surviving Spouse's Benefit in lieu of any other benefits from the Plan.

c) For a Single Sum Surviving Spouse's Benefit

A Surviving Spouse who is eligible for a Deferred Surviving Spouse's Benefit shall have the option of receiving, in lieu of the Deferred Surviving Spouse's Benefit, a Single Sum Surviving Spouse's Benefit, which shall be equal to the Actuarial Equivalent value of the Deferred Surviving Spouse's Benefit. Notwithstanding the foregoing, if the Single Sum which would be payable hereunder is $3,500 or less (effective September 1, 1997, $5,000 or less), the Trustees automatically shall pay the Survivor's Benefit in a Single Sum to the Participant's Surviving Spouse, subject, however, to the direct rollover provisions of Section 7 of Article X, unless the Surviving Spouse is also eligible for a 60 Months Survivor's Benefit. No single sum payment that exceeds $5,000 shall be payable after April 1, 2010.

d) For a Sixty (60) Months Survivor's Benefit

Upon the death of an Active Participant who is 100% vested in his Accrued Benefit, the death of a Disabled Participant who had been receiving a monthly Disability Benefit, at the time of his death, or, effective for deaths occurring after January 1, 2007, and as required by Code Section 401(a)(37), a Participant who dies while performing "qualified military service" as defined in Code Section 414(u), in lieu of any other benefits from the Plan, a Sixty (60) Months Survivor's Benefit may be payable in accordance with the provisions described in paragraph d) of Section 1 above in lieu of any other benefits from the Plan. A Surviving Spouse of a Participant described in this paragraph d) who also meets the eligibility requirements under paragraphs b) or c) of this Section 2, may elect to have her Surviving Spouse's Benefit calculated and paid under either paragraph b), c) or d).
SECTION 3 - ELECTION OF OPTIONS

The election of any option available under this Article IX must be exercised within 90 days of the date the Trustees have made available to the Surviving Spouse information as to the amounts available under the various Forms, the financial impact of such alternatives, and the conditions under which such amounts may be received. The election of any option described in Section 2 above shall be irrevocable. If an election is not made within the prescribed 90 day period, it shall be conclusively presumed that the Surviving Spouse has elected the Deferred Surviving Spouse's Benefit, unless the Single Sum value is less than $3,500 (effective September 1, 1997, $5,000 or less). In such event, the Trustees automatically shall distribute such amount as provided in paragraph c).

Notwithstanding any contrary provision of this Article, no Single Sum Benefit that exceeds five thousand dollars ($5,000) shall be payable after April, 2010.

SECTION 4 - WAIVER OF PRE-RETIREMENT SURVIVORS BENEFIT

A Participant may waive his right to have his Surviving Spouse receive a benefit under Article IX.

Time of Election. A Participant who has less than five Years of Service for vesting purposes may waive this benefit by completing an election form provided by the Trustees. A Participant who has five or more Years of Service for vesting purposes may waive his right to have his Spouse receive a benefit under Article IX during the period beginning on the first day of the Plan Year in which the Participant has or will attain age 35 and ending on the date of the Participant's death. However, if a Participant discontinues work in the Industry within the Jurisdiction of the Union and no longer is working for an Employer, his election period begins on that date. Notwithstanding the foregoing, a Participant who has not reached age 35 may waive his right to have his Surviving Spouse be paid an Article IX Pre-Retirement Survivors Benefit during the period beginning on the date of his election and ending on the first day of the Plan Year during which the Participant will reach age 35. However, that election will not be effective unless the Participant receives notice of his rights as provided below.

Notice. The Trustees will provide each Participant with a written explanation of the survivor benefits payable under Article IX comparable to the explanation required by Article X, Section 2 during whichever of the following periods lasts the longest: (a) the period beginning with September 1 of the Plan Year in which the Participant attains age 32 and ending on August 30 of the Plan Year before the Plan Year in which the Participant will reach age 35; (b) a reasonable period after the Participant satisfies the Eligibility Computation Period; and (c) a reasonable period ending after the participant was credited with five Years of Service for vesting purposes. A "reasonable period" is the
two year period beginning one year before the date on which the Participant meets the requirement in (b) or (c) above and ending one year after the Participant met such requirement. Notice must be provided to a Participant who discontinues work in the Industry within the Jurisdiction of the Union and who no longer is employed by an Employer within the two year period beginning one year before the Participant meets those requirements and ending one year after the Participant met those requirements. If such Participant thereafter returns to work for an Employer, the notice period will be redetermined.

Election. Any election to waive Article IX Pre-Retirement Survivors benefits shall comply with the requirements set forth in Article X, Section 2. Any such election which requires the consent of the Participant's Spouse will bind only the Spouse who consented to the election. An election made prior to the September 1 of the Plan Year in which the Participant reaches age 35 will expire on September 1 of the Plan Year in which the Participant will reach age 35.

SECTION 5 — SPECIAL DEATH BENEFIT

Effective September 1, 1997, the beneficiary of an Active Participant or a Retired Participant who is receiving benefits shall, subject to Code Section 432 limitations if applicable, receive a special death benefit in an amount based on such Active Participant's Years of Service as of the date of his death as set forth below.

### Effective September 1, 1997

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<tr>
<td>25 years but less than 29.5 years</td>
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<tr>
<td>29.5 years or more</td>
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### Effective September 1, 1998

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<td>$4,000</td>
</tr>
<tr>
<td>29.5 years or more</td>
<td>$7,000</td>
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</table>
No Special Death Benefit under this Section that exceeds $5,000 shall be paid after April 1, 2010.

ARTICLE X

FORM OF, SUSPENSION OF, TERMINATION OF, AND REINSTATEMENT OF BENEFITS

SECTION 1 - NORMAL FORM OF BENEFITS

Whenever the applicable provisions of Articles IV, V, VI, or VII call for monthly payments of Normal, Early, Disability, or Vested Benefits, unless another form of Benefit is payable in accordance with the provisions of Sections 2 or 3 of this Article X, or a lump sum cash payment is made in accordance with the provisions of Section 4 of this Article X, the Benefit payable shall be paid in the form of a single life annuity providing for equal monthly installments throughout the remainder of the Retired or Former Participant's lifetime, terminating with the payment due on the first day of the month in which his death occurs; but subject to the suspension or termination of said benefits by application of the provisions of Section 6 of this Article X.

Unless the Participant elects otherwise, distribution of benefits will begin no later than the day after the latest of the close of the Plan Year in which:

a) the Participant attains age 65 (or normal retirement age, if earlier);

b) occurs the 10th anniversary of the year in which the Participant commenced participation in the Plan; or

c) the Participant terminates service with an Employer and becomes an Inactive Participant.

SECTION 2 - QUALIFIED JOINT AND SURVIVOR FORM

If, at the time a Retired Participant's (including a Participant who received Disability Retirement Benefits) Early or Normal Retirement Benefits Commence or a Former Participant's monthly Vested Benefits commence, he is married, his benefits automatically shall be paid in a 50% Qualified Joint and Survivor Form unless the Participant waives such benefit and elects an optional form of benefit and his Spouse consents in writing to his waiver in accordance with the provisions of this Section 2. Any such waiver and spousal consent must be on a form prescribed and furnished by the Trustees. The Participant's waiver of the 50% Qualified Joint and Survivor Form and the Spouse's consent thereto must be executed within the 90 day period, or 180 day period.
for Plan Years beginning September 1, 2007, immediately prior to the date as of which monthly benefit payments are to commence.

The 50% Qualified Joint and Survivor Form shall provide the Participant with a reduced monthly benefit for his remaining lifetime with 50% of such reduced benefit for the remainder of her life to his Surviving Spouse, if any. The amounts payable hereunder shall be the Actuarial Equivalent of the Participants Accrued Benefit based on the respective ages of the Participant and his Spouse at the time benefit payments commence. In any event, however, that the Participant’s Spouse who was his Spouse at the time benefit payments commence should die before the Participant, the Participant shall thereafter receive a monthly benefit for the remainder of his life equal to the monthly benefit he would have been receiving under the provisions of Section 1 of this Article X had his benefits been payable thereunder originally, provided that such Participant timely provides written notice of such death to the Plan and requests a prospectively increased benefit described herein. The prior sentence does not apply to benefits that have been paid pursuant to a qualified domestic relations order pursuant to Section 2 of Article XII. Effective September 1, 1999, for purposes of computing the reduced amount of the 50% Qualified Joint and Survivor Form, a Participant's benefit shall be reduced by 5% plus Yet of 1% for each year that the Spouse of the Participant is younger than the Participant or, if the Spouse is older than the Participant, increased by % of 1% for each year the Spouse is older than the Participant, provided, that the benefit will be reduced under all circumstances by at least 1%. Effective January 1, 2012, the amount of this benefit will be determined based on actual Actuarial Equivalence as defined under Article I, Section 29, provided that the benefit under all circumstances will be reduced by at least 1%. Notwithstanding the foregoing, except as otherwise permitted by Plan amendment and/or applicable law, the benefit amount payable to a Participant under this form shall not be less than the benefit payable under this form based on the reduction factors applicable prior to January 1, 2012 and the Participant’s accrued benefit as of December 31, 2011.

Any waiver of the 50% Qualified Joint and Survivor Form shall not be effective unless: (a) the Participant's Spouse consents in writing to the election; (b) the election designates a specific Alternate Beneficiary, including any class of Beneficiaries or any contingent Beneficiaries, which may not be changed without Spousal consent (or the Spouse expressly permits designations by the Participant without any further Spousal consent); (c) the Spouse’s consent acknowledges the effect of the election; and (d) the Spouse’s consent is witnessed by an authorized Fund Representative or Notary Public. Additionally, a Participant’s waiver of the 50% Qualified Joint and Survivor Form will not be effective unless the election designates a form of benefit payment which may not be changed without spousal consent (or the Spouse expressly permits designations by the Participant without any further spousal consent). If it is established to the satisfaction of a Fund Representative that such written consent may not be obtained because there is no Spouse or the Spouse cannot be located, a waiver will be deemed a qualified election.
Any consent by a Spouse obtained under this provision (or establishment that the consent of a Spouse may not be obtained) shall be effective only with respect to such Spouse. A consent that permits designations by the Participant without any requirement of further consent by such Spouse must acknowledge that the Spouse has the right to limit consent to a specific beneficiary, and a specific form of benefit where applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights. A revocation of a prior waiver may be made by a Participant without the consent of the Spouse at any time prior to the commencement of benefits. The number of revocations shall not be limited. No consent obtained under this provision shall be valid unless the Participant has received notice as provided in the paragraph below.

The Trustees shall provide each Participant no less than 30 days and no more than 90 days prior to the date as of which monthly benefit payments are to commence a written explanation of: (a) the terms and conditions of the 50% Qualified Joint and Survivor Form; (b) the Participant's right to make and the effect of an election to waive Qualified Joint and Survivor Form of benefit; (c) the rights of a Participant's Spouse; (d) the right to make, and the effect of, a revocation of a previous election to waive the 50% Qualified Joint and Survivor Form; and (e) the relative values of the various optional forms of benefit under the Plan.

Once payments commence under the 50% Qualified Joint and Survivor Form, benefits thereunder shall only be paid to the Retired or Former Participant and/or his Surviving Spouse who was his Spouse at the time payments commenced.

If either the value of a Participant's vested Accrued Benefit derived from employer and employee contributions exceeds $5,000, or there are remaining payments to be made with respect to a particular distribution option that previously commenced, and the accrued benefit is immediately distributable, the Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of such accrued benefit. The consent of the Participant and the Participant's Spouse shall be obtained in writing within the 90 day period ending on the annuity starting date. The annuity starting date is the first day of the first period for which an amount is paid as an annuity or any other form. The plan administrator shall notify the Participant and the Participant's Spouse of the right to defer any distribution until the Participant's Accrued Benefit is no longer immediately distributable. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the plan in a manner that would satisfy the notice requirements of Code Section 417(a)(3) and Treasury Regulation Section 1.417(a)-3, and shall be provided no less than 30 days and no more than 90 days prior to the annuity starting date. However, distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the distribution is one to which sections 401(a)(11) and 417 of the Internal Revenue Code do not apply, the plan administrator
clearly informs the Participant that the Participant has a right to a period of at least 30
days after receiving the notice to consider the decision of whether or not to elect a
distribution (and, if applicable, a particular distribution option), and the participant, after
receiving the notice, affirmatively elects a distribution. For notices given in Plan Years
beginning after December 31, 2006, such notification shall also include a description of
how much benefits will be if commencement of distributions is deferred. The notice
required by this Section shall be provided no less than 30 days and no more than 180
days 90 days for Plan Years beginning before January 1, 2007).

Notwithstanding the foregoing, only the Participant need consent to the
commencement of a distribution in the form of a Qualified Joint and Survivor Annuity while
the accrued benefit is immediately distributable. Neither the consent of the Participant nor
the Participant's Spouse shall be required to the extent that a distribution is required to
satisfy section 401(a)(9) or section 415 of the Internal Revenue Code.

An Accrued Benefit is immediately distributable if any part of the Accrued Benefit
could be distributed to the participant (or Surviving Spouse) before the Participant
attains (or would have attained if not deceased) the later of Normal Retirement Age or
age 62.

SECTION 3 - OPTIONAL FORMS OF BENEFITS

Subject to the waiver and spousal consent provisions of Section 2 above, in lieu of
receiving monthly benefits pursuant to the provisions of Section 1 or 2 of this Article,
whichever is applicable, a Participant retiring under the Normal or Early Retirement
provisions of the Plan or a Former Participant whose monthly payments are to commence
may, at the time of making application for benefits, elect to receive his benefits under one
of the optional forms described below. A Disabled Participant receiving a Disability Benefit
pay also elect to receive his benefits under one of the optional forms described below at
the time he attains age 60 and is to commence to receive his Normal Retirement Benefit.
The benefits payable under any optional form shall be the Actuarial Equivalent of the
normal form of benefits described in Section 1 of this Article:

a) A Qualified Joint and Survivor Option - This form, which is the same as that
described in Section 2 of this Article except that hereunder the percentage
payable to the Surviving Spouse would be, at the election of the Participant,
either 75% or 100% of the Participant's reduced benefit, and may be elected
by a Participant regardless of how long he has been legally married at the
time his monthly benefit payments are to commence. Effective September 1,
1999, for purposes of computing the reduced amount of the 75% or 100%
Qualified Joint and Survivor Form, a Participant's benefit shall be reduced by
7.5% (or 10% for the 100% option) plus $\frac{3}{4}$ of 1% for each year that the
Spouse of the Participant is younger than the Participant or, if
the Spouse is older than the Participant, increased by $\frac{1}{4}$ of 1% for each year the Spouse is older than the Participant, provided, that the benefit will be reduced under all circumstances by at least 1%. Effective January 1, 2012, the amount of this benefit will be determined based on actual Actuarial Equivalence as defined under Article 1, Section 29. Notwithstanding the foregoing, except as otherwise permitted by Plan Amendment and/or applicable law, the benefit amount payable to a Participant under this form shall not be less than the benefit payable under this form based on the reduction factors applicable prior to January 1, 2012 and the Participant's Accrued Benefit as of December 31, 2011.

The benefits of a Participant who has elected a benefit option that provides for payment to a Surviving Spouse shall be increased prospectively beginning with the month following the month of such Spouse's death to the benefit amount that would have been paid to the Participant had the Participant properly elected to receive benefits in a single life annuity. If, subsequently, the Participant remarries, effective September 1, 1996, the Participant may, but is not required to, elect to change his form of benefit, subject to appropriate actuarial reduction, back to the form that was in effect prior to the death of the Spouse to whom the Participant was married at the time the Participant's benefit payments started.

b) A Life-Ten Years Certain Option - Under this option, a Participant may elect to receive a reduced monthly benefit for life with the provision that if his death should occur before he has received at least 120 such monthly payments, the same reduced monthly benefit shall continue to his Beneficiary until a total of 120 monthly payments have been made from the Fund to a combination of the Deceased Participant and his Beneficiary. If both the Participant and his Beneficiary should die before a total of 120 monthly payments have been made from the Fund, the single sum Actuarial Equivalent of the remaining benefit payments shall be paid in a lump sum to the estate of the second-to-die of the Participant and his Beneficiary, provided the claim therefore is made within one year following the date of the death of the second-to-die. Effective January 1, 2012, the amount of this benefit will be determined based on actual Actuarial Equivalence as defined under Article 1, Section 29. Notwithstanding the foregoing, except as otherwise permitted by Plan Amendment and/or applicable law, the benefit amount payable to a Participant under this form shall not be less than the benefit payable under this form based on the reduction factors applicable prior to January 1, 2012 and the Participant's Accrued Benefit as of December 31, 2011.
SECTION 4 - LUMP SUM CASH PAYMENTS

If, at the time a Participant Retires or otherwise becomes a Participant, he is vested in accordance with the provisions of Article VII, and if the then current single sum Actuarial Equivalent of his Vested Benefit is $3,500 or less, the Trustees shall distribute such amount to the Participant in a single lump sum cash payment, at the time at which such benefit becomes payable under the Plan, subject, however, to the direct rollover provisions of Section 7 below, in full settlement of all his rights to benefits under the Plan. Effective September 1, 1994, but subject to Code Section 432, a Participant whose pension benefit is less than $50 per month payable in the Normal Form at age 60 and the current single sum Actuarial Equivalent of such benefit is more than $3,500 but not more than $5,000, may elect to receive a single lump sum payment of that amount at the time at which such benefit becomes payable under the Plan, subject to Code Section 432, if applicable, subject to the Direct Rollover provision of Section 7 below and subject to Section 2 above.

Effective for September 1, 1997, if the Actuarial Equivalent of the Participant's Vested Benefit is $5,000 or less, the Trustees shall, subject to application, distribute such amount in a lump sum cash payment subject to the direct rollover provision of Section 5 below, to the Inactive or Former Participant in full settlement of all his rights to benefits under the Plan. Effective for distributions made prior to October 17, 2000, if the value of a Participant's vested Accrued Benefit derived from employer and employee contributions exceeds (or at the time of any prior distribution (1) in Plan Years beginning before September 1, 1997, exceeded $3,500 or (2) in Plan Years beginning after August 31 1997, exceeded $5,000), and the Accrued Benefit is immediately distributable, the Participant and the Participant's Spouse (or where either the Participant or the Spouse has died, the survivor) must consent to any distribution of such accrued benefit.

As of the date of such distribution, the non-vested portion of the Participant's Accrued Benefit, if any, shall be treated as forfeiture. For purposes of this Section 4, if the value of the Participant's Vested Accrued Benefit is zero at the time he Retires or otherwise becomes an Inactive Participant, he shall be deemed to have received a distribution of such benefit as of the last day of the Plan Year in which he becomes an Inactive Participant.

SECTION 5 - REINSTATEMENT OF ACCRUED BENEFIT

If an Inactive or Former Participant to whom a single sum cash payment has been made in lieu of his rights to any other benefits under the Plan again becomes an Active Participant, he may have his previously forfeited Accrued Benefit, if any, reinstated to his credit by repaying a single sum to the Fund an amount equal to the single sum cash payment he received with interest at five percent compounded annually from the date
such payment was made until the date of repayment; provided such repayment is made before the earlier of five years after the first date on which the Participant again becomes an Employee or the date as of which the Participant incurs five consecutive one-year Breaks-in-Service following the date of distribution.

If an Employee is deemed to receive a distribution pursuant to this section, and the Employee resumes employment covered under this Plan before the date the Participant incurs five consecutive one-year Breaks In Service, upon his re-employment, his Accrued Benefit will be restored to the amount of such Accrued Benefit on the date of the deemed distribution. Notwithstanding the foregoing, a qualified reservist within the meaning of Code Section 72(t)(2)(G) shall, in all circumstances, be permitted to repay a distribution received from the Plan, in one or more contributions not to exceed the amount of a distribution during the two year period beginning on the day after the end of active-duty.

SECTION 6 - SUSPENSION OF BENEFITS

A Retired Participant or Former Participant receiving monthly benefits under the Plan shall have his monthly benefits suspended if he meets all of the following conditions:

a) he has become actively employed by an Employer, by any other employer, or self-employed, for at least 40 hours in any calendar month or for at least 40 hours in the payroll periods falling within a calendar month. Such hours shall include hours for which the Retired or Former Participant is paid or entitled to payment for performance of duties as well as hours for which he is paid or entitled to payment on account of a period of time for which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military leave or leave of absence;

b) such employment is in the same industry as the type of business activity engaged in by any Employer who was an Employer at the time the Retired or Former Participant first received his monthly benefit (or would have received his monthly benefit had he not remained in or returned to an employed status);

c) such employment is in the same trade or craft in which the Retired or Former Participant was employed at any time while participating in the Plan and includes any supervisory or managerial activity which is reasonably related to the underlying skills associated with the trade or craft for which the Retired or Former Participant was trained or in which he acquired his work experience; and

d) such employment is within the State of Michigan or within the jurisdiction of a Participating Local, whether within or without the State of Michigan or,
prior to September 1, 1997, within the Standard Metropolitan Statistical Area of Toledo, Ohio.

A Retired or Former Participant who intends to return to employment as described above must notify the Trustees in advance on a form prescribed and furnished by them of his intent to do so and must again notify the Trustees on a form prescribed and furnished by them when he no longer meets all four of the conditions set forth above so that payment of his monthly benefits may be resumed. Should a Retired or Former Participant who returns to employment without notifying the Trustees of his intent to do so be discovered working on a job, the Trustees may presume that he has been re-employed under the four conditions set forth above for the entire period that his employer has been working on that particular job site and suspend his monthly benefits for such period. This presumption shall be rebuttable; but, it shall be the responsibility of the Retired or Former Participant to submit evidence to rebut said presumption.

When a Retired or Former Participant who has had his monthly benefits suspended notifies the Trustees that he no longer meets all four conditions set forth above, he shall again start receiving his monthly benefits no later than the first day of the third calendar month after the calendar month in which such notification is given. When monthly benefit payments are resumed, the first monthly payment shall include payments for any months for which benefits were suspended when the Retired or Former Participant did not meet all of the four conditions set forth above, less any offset or recoupment which the Trustees are permitted to impose by applicable regulations.

In the event a Retired or Former Participant receives monthly benefits for any period of time for which he is not entitled because of the provision of this Section 6, the Trustees shall recoup any overpayment as quickly as they are permitted to do so by applicable regulations.

The Trustees shall adopt such other reporting and related procedures as they deem necessary to police the provisions of this Section 5 and shall notify all Retired or Former Participants receiving monthly benefits from the Fund of the provisions of this Section 5 and of all other procedures adopted by the Trustees to give effect thereto.

When payment of monthly benefits is resumed, the amount of such payments shall be the same amount as the Retired or Former Participant was receiving from the Plan prior to his return to work (except for any recoupment of overpayment) unless there has been a general improvement in Plan benefits to which he would have been entitled had he not returned to work or unless, during his period of re-employment, he accrued at least one Years of Service, in which event he shall be entitled to additional benefits upon his subsequent re-retirement in the same form as he was receiving benefits prior to his re-employment.
Notwithstanding the foregoing, the benefits of Retiree and Former Participants shall not be suspended pursuant to this Section during the period beginning July 1, 1997 and ending November 30, 1997.

Notwithstanding the foregoing, the benefits of Retiree and Former Participants who perform work under collective bargaining agreements under the Associated Underground Contractors, the Michigan Road Builders Association and all work performed in Distribution Zone 1 only, shall not be suspended pursuant to this Section during the period beginning May 1, 2000 and ending December 31, 2000.

Notwithstanding the foregoing, the benefits of Retiree and Former Participants who perform work under collective bargaining agreements under the Associated Underground Contractors, the Michigan Road Builders Association and all work performed in Distribution Zone 1 only, shall not be suspended pursuant to this Section during the period beginning May 1, 2001 and ending December 31, 2001.

Notwithstanding the foregoing, the benefits of Retiree and Former Participants who perform work under collective bargaining agreements under the Associated Underground Contractors, the Michigan Road Builders Association and all work performed in Distribution Zone 1 only, shall not be suspended pursuant to this Section during the period beginning January 1, 2002 and ending December 31, 2002. And, notwithstanding the foregoing, effective only from March 1, 2006 through October 31, 2006, Participants who retired prior to January 1, 2006 and return to work in Zone 1 shall not have their benefits suspended during the period beginning March 1, 2006 and ending October 31, 2006.

SECTION 7 - DIRECT ROLLOVERS

This Section 7 applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution made on or before December 31, 2001 and any portion of an eligible rollover distribution made after December 31, 2001 that equals or exceeds $500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. Effective September 1, 2007, the Fund shall, within a reasonable time (but not more than 180 days before his/her annuity starting date) before his/her receipt of an eligible rollover distribution, provide a written explanation of his/her rollover rights in a manner that satisfied Code Section 402(f), including a description of the consequences of failing to defer receipt of a distribution.

An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not
include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) or the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee’s designated beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities). Effective January 1, 2001, for purposes of the direct rollover provisions in this section, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

An "eligible retirement plan" is an individual retirement account described in section 408(a) of the Code, a qualified retirement annuity described in section 408(b) of the Code, consistent with the foregoing and effective January 1, 2010, a Roth IRA described in Section 408 A of the Code, an annuity plan described in section 403(a) of the Code, or a qualified trust described in section 401(a) of the Code, that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the Participant's Surviving Spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity. For purposes of the direct rollover provisions in this section, an eligible retirement plan shall also mean an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a Surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified domestic relation order, as defined in section 414(p) of the Code. For purposes of the direct rollover provisions in this section, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includable in gross income. However, such portion may be paid only to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.
Effective January 1, 2001 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
instrumentality of a state or a political subdivision of a state and which agrees to
separately account for amounts transferred into such plan from this Plan. The definition
of Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving
Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a qualified
domestic relations order (as defined in Code Section 414(p)).

A "distributee" includes a Participant or Former Participant. In addition, the
Participant's or Former Participants Surviving Spouse and the Participant's or Former
Participant's Spouse or former Spouse who is the Alternate Payee under a qualified
domestic relations order, as defined in section 414(p) of the Internal Revenue Code, are
distributees with regard to the interest of the Spouse or former Spouse. Effective May 1,
2010, a distributee also includes the Participant's non-Spouse designated beneficiary. In
the case of a non-Spouse designated beneficiary, the direct rollover may only be made
to an individual retirement account or annuity described in the Code Section 408(a) or
408(b) (IRA) that is established on behalf of the designated beneficiary as an inherited
IRA pursuant to the provisions of Code Section 402(c)(11). Also, in this case, the
determination of any required minimum distribution under Section 401(a)(9) that is
ineligible for rollover shall be made in accordance with Notice 2007-7, Q&As 17 and 18,

In the event of any mandatory distribution greater than $1,000 made on or after
March 28, 2005, in accordance with Article X, Section 8, if the Participant does not
elect to have such distribution paid directly to an eligible retirement plan specified by
the Participant in a direct rollover or to receive the distribution directly, the Fund will
pay the distribution in a direct rollover to an individual retirement plan designated by
the Trustees.

A "Direct Rollover" is a payment by the Plan to the eligible retirement plan
specified by the distributee.

SECTION 8 - REQUIRED DISTRIBUTIONS

Notwithstanding other contrary Plan provisions, but subject to Section 2 of this
Article, the Plan distributions, including all distributions on or after January 1, 2003,
shall comply with the following requirements.

As of the first distribution calendar year, non-single sum distributions will be made
only over (a) the life of the Participant, (b) the joint lives of the Participant and a
Designated Beneficiary, (c) a period certain not extending beyond the life expectancy of
the Participant, or (d) a period certain not extending beyond the joint and last survivor life expectancy of the Participant and a Designated Beneficiary. Distributions shall begin no later than the Participant's required beginning date as set forth herein. Distributions shall be made in accordance with the Plan to the extent consistent with Section 401(a)(9) and its applicable regulations. Once distribution has begun, life expectancy shall not be recalculated.

If a Participant dies after his required beginning date for purposes of the Code Section 401(a)(9), any benefit payable to the Participant that is not payable to a Beneficiary designated or deemed designated by the Participant, will be payable within five years after the Participant's death. Any portion of such Participant's interest which is payable to a Beneficiary designated by the Participant or deemed to be designated by the Participant will be distributed (a) within five years after the Participant's death, (b) over the life of the Beneficiary or (c) over a period certain not to exceed the life expectancy of the Participant and such designated beneficiary beginning not later than the end of the calendar year in which the Participant dies (or if the Beneficiary is a Surviving Spouse, beginning not later than the end of the calendar year following the calendar year in which the Participant would have reached age 70%). All distributions under the Plan shall comply with the minimum distribution incidental benefit requirements of Section 401(a)(9)(G), including, to the extent applicable, proposed Treasury Regulation Section 1.401(a)(9)-2, which provides that any distribution required under the incidental death benefit requirement of this section shall be treated as a required distribution. The requirements of such sections override Plan distribution options to the extent that any distribution under such option might be inconsistent with such sections. All Plan distributions shall be made in accordance with Section 401(a)(9) and Treasury Regulation Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 and as modified or replaces by subsequent applicable regulations, rulings or other proper exercise of authority by the Department of Treasury, the Internal Revenue Service or either of their respective proper designees. Effective September 1, 1997, a Participant who is not a Highly Compensated Employee may elect a required beginning date that is the later of: the April 1st of the calendar year following the calendar year in which he reaches age 70½ or, if later, the April 1st of the calendar year following the calendar year in which he no longer continues to work in covered employment. Subject to the requirements or Article X, Section 2, benefit payments shall commence no later than the times and dates required by the Code Section 401(a)(9), Treasury Regulation Sections 1.401(a)(9) and 1.411(d)(4), and other applicable Treasury Regulations and Internal Revenue Service publications, the applicable requirements of which are incorporated by reference..
ARTICLE XI
PARTICIPATION UNDER ORIGINAL PLAN

SECTION 1 - PROTECTION OF RIGHTS

In the event a Participant, who was a Participant in the Plan as of September 1, 1976, in accordance with the provision of Section 1 of Article II was a Participant in the Original Plan and was, as of August 31, 1976, eligible to receive benefits under the provisions of the Original Plan as they were in effect as of that date, becomes or remains eligible for benefits under the Plan, the benefit which he shall receive shall not be less than the benefit to which he was entitled under the Original Plan as of August 31, 1976.

Any Participant who was a participant in the Plan as of September 1, 1976, and who was a Participant in the Original Plan as of August 31, 1976, shall, provided he would have met the requirements of the Original Plan as they were in effect as of August 31, 1976, receive no less than the benefits to which he would have been entitled under the Original Plan as of August 31, 1976, had said Plan remained unchanged from that date.

ARTICLE XII
MISCELLANEOUS PROVISIONS

SECTION 1 - LIMITATION OF RIGHTS TO BENEFITS

No Former, Disabled, Active, Inactive or Retired Participant, Spouse, Beneficiary, or any person claiming by or through any such person, shall have any right, interest, or title to any benefits under the Trust Agreement, the Plan, or the Fund, except as such right, interest or title shall have been specifically granted pursuant to the terms of said Plan.

SECTION 2 - NON-ALIENATION OF BENEFITS

Except as may be required to comply with qualified domestic relations orders under the provisions of the Retirement Equity Act of 1984, no benefits payable at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, attachment, or encumbrance of any kind. Any attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber any such benefit, whether presently or thereafter payable, shall be void. No benefit or the Fund shall, in any manner, be liable for or subject to the debts or liability of any person entitled to any benefits. If a person entitled to benefits shall attempt to alienate, sell, transfer, assign, pledge, or otherwise encumber his benefits under this Plan or any part thereof, or if by reason of his bankruptcy or other event happening at any such time, such benefits would devolve upon
anyone else or would not be enjoyed by him, or in the event of his legal disability or his inability to care for his affairs, the Trustees, in their discretion, may terminate his interest in any such benefit and hold or apply it to or for the benefit of such person, his Spouse, dependent children, or any of them, in such manner as the Trustees may deem proper.

Should a copy of a domestic relations order be filed with the Trustees, the Trustees shall take whatever steps are required to determine whether such an Order is "Qualified" as described in the Retirement Equity Act of 1984 and the regulations issued thereunder. Once such a determination is made, the Trustees shall notify the Participant and the Alternate Payee of such determination and, if such Order is Qualified, honor same in determining the rights of the Participant and such Alternate Payee to benefits under the Plan.

An Alternate Payee under a qualified domestic relations order recognized by the Fund may elect to receive benefits assigned to the Alternate Payee based on the Alternate Payee's life expectancy, but subject to the minimum incidental benefit rule of Treasury Regulation Section 1.401(a)(9)-2. The Fund may charge a fee for the review of qualified domestic relations orders, which shall be equally divided between the Participant and the Alternate Payee unless otherwise agreed by the parties, assessable at the time of distribution, unless otherwise requested by the Fund. Effective September 1, 2006, this fee is $350 per order.

SECTION 3 - INCOMPETENT PAYEES

In the event that the Trustees determine that a payee is mentally or physically unable to give a valid receipt for any benefit due to him under the Plan, such payment may, unless claim shall have been made therefore by a legally appointed guardian, committee, or other legal representative, be paid to any person or institution then in the judgment of the Trustees providing for the care and maintenance of such payee. Any such payment shall be a payment for the account of the person involved and shall be a complete discharge of any liability of the Plan or the Trustees therefore.

SECTION 4 - FACILITY OF PAYMENT

In any case where the amount of monthly benefit payable to anyone entitled to benefits hereunder is less than $50, the Trustees may, in their discretion, arrange for less frequent payments of larger amounts or subject to Article X, Section 4, provide for a lump sum cash payment, subject to the provisions of ERISA, which is the Actuarial Equivalent of such expected monthly payments in lieu of all benefits otherwise payable. When a monthly Retirement Benefit is being continued for a certain period of time to the estate of a Deceased Participant or the estate of a Deceased Beneficiary, as opposed to a living person, the Trustees may determine the commuted value of the remaining payments and pay such value in a single sum to the estate.
SECTION 5 - TIME REQUIREMENTS FOR APPLICATIONS

No benefits, other than lump sum cash payments unilaterally payable by the Trustees pursuant to the provisions of Section 4 of Article X, shall be paid unless application therefore is made to the Trustees as provided for in other Sections and Articles of the Plan. No Benefits based on the death or disability of a Participant shall be payable unless claim therefore is made within 12 months after the death or claimed disability of the respective Participant. The Trustees may, however, waive this requirement on a non-discriminatory basis if, in their opinion, circumstances warrant such waiver. The above requirements shall always be waived in the case of benefits payable to a Surviving Spouse under the provisions of Article VIII.

SECTION 6 - UNCLAIMED BENEFITS

Once benefit payments commence, if any benefit payment is unclaimed or uncashed for a period of four years, it shall revert to, and again become part of, the Fund; provided that any such forfeited amount shall be reinstated upon application therefore by the Participant, his Surviving Spouse, or Beneficiary entitled thereto.

SECTION 7 - RIGHT TO RELY ON INFORMATION PROVIDED

The Trustees shall, in the absence of contradictory evidence presented to them, have the right in administering the Plan to rely upon information provided to them by the Union, Employers, Employees, Participants, Spouses, Beneficiaries, and Alternate Payees. Neither they nor the Fund shall be liable for good faith reliance thereon.

ARTICLE XIII

ADMINISTRATION OF THE PLAN

SECTION 1 - RESPONSIBILITY

The Plan shall be administered solely by the Trustees and employees or agents of the Trustees, acting for them as authorized, and the decisions of the Trustees in all matters pertaining to the administration of the Plan including decisions as to how a provision of the Plan is to be construed shall be final. The Trustees shall make such rules and prescribe such procedures for the administration of the Plan as they shall deem necessary and reasonable.
SECTION 2 - CLAIMS PROCEDURES

The Trustees shall make all determinations as to the right of any person to a Benefit. Any denial by the Trustees of any claim for Benefits under the Plan shall be stated in writing by the Trustees and delivered or mailed to the denied claimant, and such statement shall set forth the specific reasons for the denial, explained in language calculated to be understood by the claimant. In addition, the Trustees shall afford any denied claimant a reasonable opportunity for a review of the decision denying the claim and shall so inform the denied claimant. The Trustees shall establish appeals procedures to comply with the letter and spirit of ERISA and shall notify all Participants or persons claiming under or through them of such procedures. The Trustees may establish and charge reasonable fees for processing and examining documents in connection with claims for Plan benefits, including, but not limited to, fees for processing and making determinations concerning the recognition of qualified domestic relations orders. The Trustees, in their sole discretion, may either charge such fees directly to a Participant or Beneficiary making the claim, or deduct or obtain recoupment of such fees directly from the Plan benefits payable to such Participant and/or Beneficiary under the terms determined by the Trustees.

SECTION 3 - RIGHT TO DATA

The Trustees shall have the right to require, as a condition precedent to the payment of any Benefit under the Plan, all information which they reasonably deem necessary, including, but not limited to, records of employment, proof of dates of birth and death, evidence of existence, and no Benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employer, and Former, Disabled, Active, Inactive, or Retired Participants, or persons claiming under or through them.

SECTION 4 - RECORDS AND REPORTS

The Trustees shall exercise such authority and responsibility as they deem appropriate in order to comply with ERISA and governmental regulations issued thereunder relating to records of Participants and their respective status under the Plan and shall issue notifications to Participants, file an annual registration with the Internal Revenue Service, and annual reports to the Department of Labor. In addition, the Trustees shall respond to all reasonable requests for information received from Participants or other persons entitled to Benefits hereunder.
SECTION 5 - RECIPROCITY AGREEMENTS

The Trustees may enter into Reciprocity Agreements with Trustees of other Pension Funds covering work coming under the Jurisdiction of the Union's parent body in order to protect the interest hereunder of any Participant who may work in the Jurisdiction of other Unions from time to time, provided any such agreement, is, in the opinion of the Trustees, at least favorable to the Fund as to the other Fund involved and will not have a material adverse effect on the Fund's funding requirements under ERISA.

SECTION 6 - INFORMATION

Each Participant shall be furnished with an explanation of the various optional forms of benefits available to him and shall have a period of at least 90 days prior to his actual Retirement to make any election subject to the provisions of Section 2 of Article X and the Participant shall have the right to revoke any option selected by him and another at any time prior to the actual commencement of his Retirement Benefit.

ARTICLE XIV

FINANCING OF PLAN

SECTION 1 - CONTRIBUTIONS

All contributions to the Fund shall be made only by Employers on behalf of Employees on whose behalf such contributions are required by an applicable written agreement, or by the Union or its affiliates or by Trustees, agencies, etc., as defined in their respective capacity as an Employer. Contributions by an Employee shall not be permitted under the Plan. Contributions by an individual proprietor or partner on himself shall not be permitted under the Plan.

SECTION 2 - NO REVERSION OF CONTRIBUTIONS

No Employer shall have any right, title, or interest in the contributions made by it to the Fund and no part of the Fund shall revert to any such Employer except in the case of an error in the remission of such contributions and then only as may be permitted by ERISA.

SECTION 3 - LIMITATION OF BENEFITS

The Benefits of the Plan shall only be such as can be provided by the assets of the Fund and, except as may be required under ERISA, there shall be no liability or obligation on the part of any Employer to make any further contributions to the Fund in the event of termination of the Plan.
SECTION 4 - ACTUARIAL VALUATIONS

The Benefits under the Plan and the rules governing eligibility therefore have been adopted by the Trustees on the basis of an Actuarial Valuation made by an Enrolled Actuary engaged by them. The Trustees shall have periodic re-valuations performed at least as frequently as required by ERISA; however, it is recognized that the actual experience of the Fund may differ from the assumed experience from time to time and that, if required to meet the funding requirements of ERISA, the Trustees may amend the Plan to decrease benefit amounts and may, if actual experience is more favorable than assumed experience, increase benefit amounts or reduce eligibility requirements to qualify therefore.

SECTION 5 - EMPLOYER WITHDRAWAL

The Plan is a Construction Industry Fund and, as such, the Trustees shall use the Construction Industry definition of Employer Withdrawal as provided for under the Multiemployer Pension Plans Amendment Act and shall compute any Employer Withdrawal Liability under the basic presumptive method as prescribed for Construction Industry Funds by said Act.

Any disputes between the Fund and an Employer concerning Employer Withdrawal Liability which may be assessed by the Trustees shall, if not satisfactorily resolved by the parties, be submitted to arbitration under Section 4221 of ERISA and the Pension Benefit Guaranty Corporation’s (PBGC) Fund Regulations on Arbitration of Disputes in Multiemployer Plans, CFR Parts 2640 and 2641.

a) Notwithstanding the foregoing, effective only from September 1, 2013 through August 31, 2014, an Employer who withdraws from the Plan in complete or partial withdrawal is not liable to the Plan if the Employer:

1) first had an obligation to contribute to the Plan after the date of the enactment of the Multiemployer Pension Plan Amendments Act of 1980,

2) had an obligation to contribute to the Plan for no more than 5 consecutive Plan Years preceding the date on which the Employer withdraws,

3) was required to make contributions to the Plan for each such Plan Year in an amount equal to less than 2 percent of the sum of all Employer contributions made to the Plan for each such year, and

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4) has never avoided withdrawal because of the application of this Section with respect to the Plan.

b) Subsection (a) shall apply to an Employer with respect to the Plan only if the ratio of the assets of the Plan for the Plan Year preceding the first Plan Year for which the Employer was required to contribute to the Plan to the benefit payments made during that Plan year was at least 8 to 1.

Notwithstanding any other provision of the Plan to the contrary, if an Employer satisfies the above requirements, and withdraws from the Plan in a complete or partial withdrawal that satisfies the above requirements, service related Hours of Service and/or Hours of Work by Participants for such Employer shall be forfeited and/or disregarded for Plan benefit accrual, vesting, participation and other purposes to the full extent permitted by Code Section 411(a)(3)(E).

ARTICLE XV

AMENDMENT, MERGER, OR TERMINATION

SECTION 1 - RIGHT TO AMEND

Any amendment to this Plan may be made at any time by majority action of the Trustees and may be made retroactively in order to qualify and maintain this Plan as a "Qualified Plan" and Trust under applicable provisions of the United States Internal Revenue Code and ERISA. Unless required by law, no amendment of the Benefits payable under this Plan shall be made except upon the advice and counsel of an enrolled Actuary or actuarial firm engaged by the Trustees, and unless required or permitted by law, no such amendment shall operate to reduce the Benefits of anyone entitled thereto at the time of such amendment.

No amendment to the Plan (including a change in the actuarial basis for determining optional or early retirement benefits) shall be effective to the extent that it has the effect of decreasing a Participant's Accrued Benefit.

Notwithstanding the preceding sentence, a Participant's Accrued Benefit may be reduced to the extent permitted under section 412(c)(8) of the Internal Revenue Code. For the purposes of this paragraph, a Plan Amendment that has the effect of (1) eliminating or reducing an early retirement benefit or a retirement-type subsidy, or (2) eliminating an optional form of benefit, with respect to benefits attributable to service before the Amendment shall be treated as reducing Accrued Benefits. In the case of a retirement-type subsidy, the preceding sentence shall apply only with respect to a Participant who satisfies (either before or after the Amendment) the pre-Amendment conditions for the subsidy. In general, a retirement-type subsidy is a subsidy that

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continues after retirement, but does not include a qualified disability benefit, a medical benefit, a social security supplement, or a death benefit (including life insurance). Furthermore, if a vesting schedule of the Plan is amended, in the case of an Employee who is a Participant as of the later of the date such amendment is adopted or the date it becomes effective, the nonforfeitable percentage (determined as of such date) of such Participant's Accrued Benefit will not be less than the percentage computed under the Plan without regard to such amendment.

Amendments pursuant to Section 412(c)(8) of the Internal Revenue Code and Section 301(c)(8) of ERISA to be effective for a Plan Year shall be adopted no later than two years after the close of the Plan Year, and if such Amendment reduces the Accrued Benefit of any Employee, the same shall not be effective unless approved by the Secretary of Labor, or unless the Secretary of Labor fails to take action disapproving the amendment within 90 days of receipt of notice of such Amendment.

SECTION 2 - MERGERS OR CONSOLIDATIONS

In the event that this Plan should merge or be consolidated with another Qualified Plan as authorized in the Trust Agreement, or if the assets and/or liabilities of this Plan are transferred to another such Plan, the benefits of anyone entitled thereto, immediately after such merger, consolidation, or transfer, shall be at least as great as they were immediately prior to such merger, consolidation, or transfer, computed as if the Plan had terminated.

Notwithstanding any other provision in the Plan to the contrary, all aspects of the accrual, vesting, determination, computation and/or payment of benefits earned by a Participant or Beneficiary who was covered under a plan that was merged into the Plan, and relating to periods prior to the effective date of such merger, shall be determined pursuant to the terms of such merged plan as was in effect prior to the effective date of the merger unless other treatment is specifically provided under an Appendix to the Plan. Unless clearly and expressly otherwise provided by the terms of such Appendix, the terms of such merged plan as in effect prior to the effective date of such merger shall control in the case of any conflict between the terms of such merged plan and such Appendix.

SECTION 3 - TERMINATION

This Pension Plan may terminate upon the happening of any one or more of the following events:

a). By Amendment, in the event the Plan shall be, in the opinion of the Trustees based on the advice of an enrolled Actuary, inadequate to carry out the intent and purpose of the Agreement and Declaration of
Trust creating the Plan, or to meet the payments due or to become due under the Plan to persons already drawing benefits.

b). In the event there are no individuals living who can qualify for benefits hereunder.

c). By amendment, in the event of termination by unanimous action of the Union, the Employers and the Trustees.

d). Upon action taken by the PBGC pursuant to provisions of Section 4042(a) of ERISA or by action taken by any other governmental agency authorized to so act.

e). If every contributing Employer withdraws from the Plan or the obligations of all Employers to contribute to the Plan end.

Upon termination or partial termination, each affected Participant shall become fully vested in benefits earned by such Participant as of the date of such termination or partial termination to the extent such benefits are funded.

If the Plan is terminated, the Trustees will direct the Plan's actuary to determine if the assets of the Plan are sufficient to satisfy all Plan liabilities, including Plan benefits and all Plan expenses and charges such as fees and retainers of the Plan's actuary, accountant, administrator, counsel, funding agent and other specialists. If Plan assets are sufficient to pay all such liabilities, the Trustees may implement the Plan's termination as described in Article XV, Section 4. If Plan assets are not sufficient to pay all such liabilities (and the Plan did not terminate because every Employer withdrew from the Plan), Employers shall continue to contribute to the Plan in the manner and in the amount required by ERISA Section 4041A(e). If the Plan terminated because every Employer withdrew from the Plan, the Plan will pay benefits as prescribed by ERISA Section 4281.

The Trustees shall make a reasonable effort to locate any vested former Participant who is entitled to a benefit under the Plan at the date of discontinuance of the Plan. However, if any such vested former Participant has not been located within one year of the date of discontinuance, his rights under the Plan shall be forfeited or if such forfeiture is not permitted by ERISA or the Code, his benefits shall escheat to the State of Michigan.
SECTION 4 - PROCEDURES IN EVENT OF TERMINATION

In the event of termination, the Trustees shall:

a) make provision out of the Pension Fund for the payment of any and all obligations of the Plan and Trust; including expenses incurred up to the date of termination of the Plan and the expenses incidental to such termination;

b) arrange for a final audit and report of their transactions and accounts, for the purpose of termination of their Trusteeship; and,

c) give any notice and prepare and file any report which may be required by law.

Any remaining assets of the Plan shall be allocated in accordance with the priorities established in Title IV, Section 4044 of ERISA (or any successor statutory provision) and any applicable regulations of the PBGC.

Subject to the provisions of Sections 4044 and 4281 of ERISA, the amounts to be paid to each person interested in the Trust Fund and the manner of payments shall be determined by the Trustees. Having computed the value of the interest of such person, the Trustees shall provide such benefits either through the continuation of any Trust Fund hereunder or through the purchase of annuity contracts or both or proceed to liquidate the Trust Fund and to distribute the net balance thereof to the persons interested therein in proportion to the values of their respective interests, or partially by one method and partially by another. Such distributions may be in cash, securities, or property, or in the form of annuity contracts providing benefits of the same general character (but not necessarily in the same amount) as those to which the interested persons would have been entitled had this Plan not been discontinued, or partially by one method and partially by another, as the Trustees shall determine.

IN WITNESS WHEREOF, this 2014 Amendment and Restatement of the MICHIGAN LABORERS’ PENSION PLAN, incorporating Plan Amendments that became effective on or after September 1, 2010, is adopted subject to IRS approval and review and ratification by the Trustees after and independent of such approval and executed on their behalf by one or more Trustees this 2nd day of February, 2015.

Michael Nystrom, Chairman

[Signature]

Alex Zurek, Secretary

[Signature]
APPENDIX A

TO

1995 AMENDMENT AND RESTATEMENT OF THE

STATE OF MICHIGAN LABORERS’ PENSION FUND

The following provisions shall apply to the merger of Flint Plan into the Plan, which was effective September 1, 1991:

1. All aspects of the accrual, vesting, determination, computation and/or payment of benefits earned by a Participant in the Plan while a Participant in the Flint Plan, and related to periods prior to September 1, 1991, shall be determined solely by reference to the Flint Plan as in effect prior to its merger with the Plan.

2. Notwithstanding Section 1 or Article III, Section 6 of the Plan, the early retirement supplement paid to a Participant who was a Participant in the Flint Plan prior to its merger shall be the greater of (1) the supplement payable under the Flint Plan determined as of August 31, 1991, or (2) the supplement payable under the Plan treating service under the Flint Plan as service under the Plan for purpose of computing such supplement.

3. A Participant in the Flint Plan who was vested under the Flint Plan prior to the merger of the Flint Plan and the Plan shall remain fully vested in benefits earned under the Flint Plan and shall be fully vested in benefits earned under the Plan.

A Participant in the Flint Plan who was not vested under the Flint Plan prior to such merger shall be entitled to count post-merger service earned under the Plan in determining whether such Participant is vested in Flint Plan benefits. But, the vesting of such benefits shall be determined under the vesting schedule of the Flint Plan and not the Plan unless such Participant is credited with two Years of Service under the Plan after the effective date of the merger.

A Participant in the Plan who, after January 1, 1985, was credited with one or more Years of Service in the Flint Plan but who was not vested under the Flint Plan prior to the date of the merger, and who did not suffer five consecutive one year Breaks-in-Service under the Flint Plan prior to the merger, shall have his vested interest in the Plan and the Flint Plan computed based on Years of Service earned under both the Flint Plan and
the Plan. But, the benefits earned under each such plan will be subject to each such plan's pre-merger vesting schedule, unless such Participant is credited with two Years of Service after the effective date of the merger.

A Participant in the Flint Plan who, after January 1, 1986, was credited with one or more Years of Service in the Plan, but was not vested in the Plan prior to the date of the merger, and who did not suffer five consecutive one-year Breaks-in-Service under the Plan prior to the merger, shall have his vested interest in the Flint Plan and the Plan computed based on Years of Service earned under both the Plan and the Flint Plan. But, the benefits earned under each such plan will be subject to such plan's pre-merger vesting schedule unless such Participant is credited with two Years of Service after the effective date of the merger.

In no event will any Participant be credited for more than one Year of Service under either the Flint Plan or the Plan with respect to the same time period.

4. Notwithstanding Section 1, any entitlement by a Participant or beneficiary to death and disability benefits after the effective date of the merger shall be determined with reference to the Plan and not the Flint Plan, except a $1,000 lump sum death benefit shall be paid with respect to each Flint Plan Participant who retired prior to the effective date of the merger. Such benefit shall be paid to the person or persons designated under the Flint Plan to receive such benefit.

5. Notwithstanding Section 1, Years of Service of a Flint Plan Participant prior to the effective date of the merger will be calculated based on the greater of (a) the number of Years of Service with which such Participant would be credited under the literal terms of the Flint Plan or (b) the number of Years of Service with which such Participant would be credited if Years of Service under the Flint Plan were computed based on a plan year beginning January 1 and ending on December 31 of the following calendar year.

6. A year of Credit Service for a Former Participant in the Flint Plan who ceased to be an Active Participant after August 31, 1992 but prior to September 1, 1993 shall be increased to $27.35 per year for Plan Years 1980 through 1987 and shall be increased to $29.50 for Plan Years 1988 through 1991. A year of Credit Service for a former Participant in the Flint Plan who ceased to be an Active Participant after August 31, 1993 but prior to September 1, 1995 shall be increased to $28.50 per year for Plan Years 1980 through 1987 and shall be increased to $30.75 per year for Plan Years 1988 through 1991. A year of Credit Service for a Former Participant
in the Flint Plan who ceased to be an Active Participant after August 31, 1995 and before September 1, 1996 shall be increased to $29.50 per year for Plan years 1980 through 1987 and $32 per year for Plan Years 1988 through 1991.

7. If the Spouse of a Flint Plan retiree dies before the retiree and the retiree is receiving benefits in the form of an actuarially reduced joint and survivor annuity, the benefit of the retiree shall be increased effective on the first month following the death of such retiree's Spouse. The increased benefit shall be the benefit that would have been paid to the retiree had the retiree not elected to receive benefits in the form of an actuarially reduced joint and survivor annuity. This paragraph shall only apply if the retiree and Spouse were alive on September 1, 1994.

8. Effective September 1, 1994, a Participant who is eligible for Normal Retirement under the Plan because such Participant has earned 30 or more Years of Service shall be eligible to be paid an unreduced normal retirement benefit based on such Participant's Flint Plan benefits which accrued before September 1, 1991.

9. Effective September 1, 1998, a Former Flint Participant who is eligible for a death benefit under the Flint Plan based on its pre-merger provisions shall receive the greater of the special graded death benefit payable under the Flint Plan or the special death benefit payable under the post-merger Plan to the extent that such benefit otherwise would be payable to a former Flint Plan Participant.

10. Effective September 1, 1996, a year of Credit Service for a Former Participant in the Flint Plan who ceased to be an Active Participant after August 31, 1996 but prior to September 1, 1997 shall be increased to $30.75 per year for Plan Years 1980 through 1987 and shall be increased to $33.50 per year for Plan Years 1988 through 1991. Effective September 1, 1997, a year of Credit Service for a Former Participant in the Flint Plan who ceased to be an Active Participant after August 31, 1997 but prior to September 1, 1998 shall be increased to $34.70 per year for Plan Years 1980 through 1987 and shall be increased to $39.50 per year for Plan Years 1988 through 1991. Effective September 1, 1998, a year of Credit Service for a Former Participant in the Flint Plan who ceased to be an Active Participant after August 31, 1998 but prior to September 1, 1999 shall be increased to $40.50 per year for Plan Years 1980 through 1987 and shall be increased to $44.00 per year for Plan Years 1988 through 1991. Effective September 1, 1999, a year of Credit Service for a Former Participant in the Flint Plan who ceased to be an Active Participant after
August 31, 1999 shall be increased to $40.95 per year for Plan Years 1980 through 1987 and shall be increased to $45.00 per year for Plan Years 1988 through 1991.

11. Effective September 1, 2000, an Active Participant in the Plan who participated in the Flint Plan prior to the merger shall have his accrued benefit computed based on the benefit schedule applicable under the Plan for both years of Future Service under the Plan and years of benefit accrual service under the Flint Plan.

[END OF APPENDIX A]
APPENDIX B

TO

1995 AMENDMENT AND RESTATEMENT OF THE

STATE OF MICHIGAN LABORERS' PENSION FUND

The following provisions are adopted to conform the Flint Plan with the requirements of the Tax Reform Act of 1986 and the regulations under such act and all other applicable legislation, regulations and rulings which have been enacted since the Flint Plan last was amended and restated and before the Flint Plan was merged into the Plan.

1. Compensation

Effective for the Flint Plan beginning January 1, 1989, "Compensation" shall be defined as set forth in Article I, Section 31 of the Plan.

2. Leased Employee

Effective for the Flint Plan beginning January 1, 1989, the term "Leased Employee" shall be defined as set forth in Article I, Section 31 of the Plan.

3. Vesting

Effective for the Flint Plan beginning January 1, 1989, a Participant who is credited with an Hour of Work after such effective date for which contributions are made or are required to be made to the Flint Plan by an Employer with respect to employment which is not covered under a collective bargaining agreement and who is credited with five Years of Service shall be fully vested. Years of Contiguous Service with which the Participant is credited shall not be Years of Service which are considered for purposes of accelerated vesting hereunder.

4. Normal Retirement Age

Effective for the Flint Plan beginning January 1, 1989, Normal Retirement Age shall be the later of attainment of age 58 or the completion of five Years of Service.

5. Forfeiture of Benefits by Non-Vested Participants

Effective for the Flint Plan beginning January 1, 1989, if the value of Participant's Vested Accrued Benefit is zero at the time the Participant retires or otherwise becomes an Inactive Participant, he shall be deemed to have received a distribution of such benefit as of the last day of the Plan Year in which he becomes an Inactive Participant. If an Employee is deemed to receive a distribution pursuant to this Section, and the Employee
resumed participation, prior to the merger with an Employer required to contribute to the Flint Plan, or after the merger with an Employer required to contribute to the Plan, before the Employee incurs five consecutive one-year Breaks-in-Service, upon his re-employment, his Accrued Benefit will be restored to the amount of such Accrued Benefit on the date of deemed distribution.

6. Mandatory Beginning Date

Effective for the Flint Plan beginning January 1, 1989, a Participant shall begin receiving benefits no later than the April 1st of the calendar year following the calendar year in which he attains age 70\(\frac{1}{2}\). Notwithstanding the foregoing, a Participant who attained age 70\(\frac{1}{2}\) before January 1, 1988 and who was not a five percent owner, as defined in Code Section 4160), in the Plan Year ending with or within the calendar year in which the Participant attained age 66\(\frac{1}{2}\) or any subsequent Plan Year need not begin receiving Plan distributions until April 1 of the calendar year following the later of (a) the calendar year in which the Participant attains age 70\(\frac{1}{2}\) or (b) the calendar year in which the Participant retires.

7. Trustee Discretion

Effective for the Flint Plan beginning January 1, 1989, the ability of a Participant or Beneficiary to elect any "optional form of benefit," as that term is defined by Treasury Regulation Section 1.411(d)(4) shall not be subject to Trustee discretion. Notwithstanding the foregoing, this Section shall not preclude the Board of Trustees of the Flint Plan, prior to the effective date of the merger, or the Board of Trustees of the Plan, after the effective date of the merger, from conditioning the receipt of an optional form of benefit on objective conditions that are ascertainable, clearly set forth in the Plan and not subject to the discretion of the Plan's Trustees except to the extent reasonably necessary to determine whether the objective conditions have been met. Also, the limitation provided by this section shall not prevent such Boards of Trustees from making required distributions of Accrued Benefits of Participants which do not exceed $3,500 as of the date such benefits become payable.

8. Incidental Death Benefit Restrictions

Effective for the Flint Plan beginning January 1, 1989, death and other incidental benefits payable under the Plan shall be consistent with and comply with the requirements of Proposed Treasury Regulation Section 1.401(a)(9)-2.

9. Qualified Joint and Survivor Annuity and Pre-Retirement Survivor Annuity Waiver and Consent Requirements

Effective for the Flint Plan beginning January 1, 1989, the Plan's language governing consent to and waiver of the Qualified Joint and Survivor Annuity shall be
superseded by the waiver and consent requirements prescribed by Article X, Section 1 of the Plan which requirements are incorporated by reference into the Flint Plan.

10. Maximum Benefits

Effective for the Flint Plan beginning January 1, 1989, language describing the limitations of Code Section 415 is superseded and replaced by the language of Article III, Section 7 of the Plan, the language of which is incorporated by reference into the Flint Plan.

11. Qualified Pre-Retirement Survivor Annuity

Effective for the Flint Plan beginning January 1, 1989, if a Participant has elected within 90 days prior to the Participant's death a Joint and Survivor Annuity optional form of benefit (other than any period certain annuities provided by the Plan), which provides the Participant's Spouse with a survivor benefit of greater than 50% of the benefit payable to the Participant, the amount of Qualified Pre-Retirement Survivor Annuity payable to the deceased Participant's Spouse shall be computed based on such optional form of benefit that the Participant elected prior to death.

Notwithstanding the foregoing, any alternative form of benefit which is based on the value of a Spouse's pre-retirement survivor's benefit shall be based on the 50% Surviving Spouse's Pre-Retirement Survivor's Benefit.

[END OF APPENDIX B]