

AMENDMENT NO. 1  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

Effective May 1, 2014, the Restated Plan Document of the Eighth District Electrical Pension Fund Annuity Plan as revised and restated April 1, 2014, is hereby amended as follows:

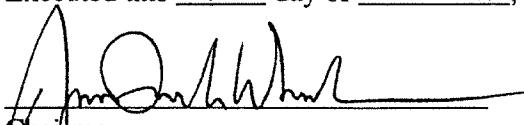
1. New subsections (d) and (e) shall be added to the definition of Employee in Section 1.13 as follows:

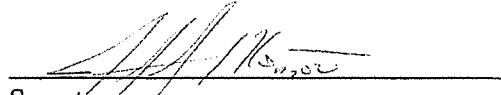
(d). Employees not performing services under a collective bargaining agreement may only participate in the Plan if no more than five percent (5%) of the Employees covered under the Plan are non-collective bargaining unit employees. Employees who previously participated as collective bargaining unit employees and who continue participation in the Plan as collective bargaining unit alumni pursuant to this Section shall not be treated as non-collective bargaining unit employees for purposes of the five percent (5%) maximum but shall be considered collective bargaining unit employees to the fullest extent permissible under Section 410 of the Internal Revenue Code, Regulations related to that Section, and all related Sections and Regulations. Except as may be required by law, collective bargaining unit alumni whose participation is allowed pursuant to this Section of the Plan and other participants not performing services under the collective bargaining agreement participating pursuant to the provisions of this Section of the Plan, shall in no event accrue benefits under the Plan in a fashion more favorable than that applicable to similarly situated Employees who are performing services under the collective bargaining agreement.

(e). In no event may an Employer that wishes to pay contributions to the Plan on behalf of non-collectively bargained unit employees do so without the prior approval of the Trustees. Should an Employer pay such contribution without the prior approval of the Trustees, those contributions less any investment losses but in no event with any investment gains, shall be returned by the Trustees to the Employer. The Trustees shall not permit initial or continued participation pursuant to this Section if such participation would result in the five percent (5%) limitation of this Section being violated.

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

Executed this 11<sup>th</sup> day of MARCH, 2015.

  
Chairman

  
Secretary

AMENDMENT NO. 2  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

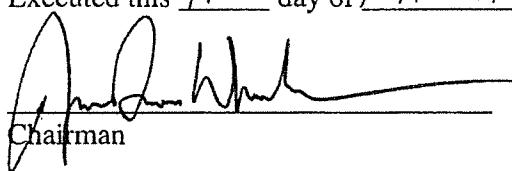
The Restated Plan Document of the Eighth District Electrical Pension Fund Annuity Plan as revised and restated April 1, 2014, is hereby amended as follows:

1. Effective December 31, 2015, Article 1, Section 1.20 shall be amended in its entirety as follows:

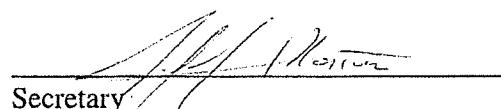
**Plan Year.** "Plan Year" means the twelve (12) month period from January 1 of any calendar year through December 31 of the same calendar year.

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

Executed this 11<sup>th</sup> day of MARCH, 2015.



Chairman



Secretary

AMENDMENT NO. 3  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

The Restated Plan Document of the Eighth District Electrical Pension Fund Annuity Plan as revised and restated April 1, 2014, is hereby amended as follows:

1. Effective April 1, 2008, Article 1, Section 1.10 shall be amended in its entirety as follows:

"Compensation" means an Employee's earned income, wages, differential wage payments under Section 3401(h) of the Internal Revenue Code, salaries, and fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer.

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 of 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 Section 401(a)(17)(B) of the Internal Revenue Code. The cost-of-living adjustment in effect for a calendar year applies to any period, not exceeding twelve (12) months, over which Compensation is determined (determination period) beginning in such calendar year. If a determination period consists of fewer than twelve (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 twelve (12).

For Plan Years beginning on or after January 1, 1994, any reference in this Plan to the limitation under Section 401 (a)(17) of the Internal Revenue Code 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.

For Plan Years beginning after December 31, 1997, an Employee's Compensation, for purposes of limitations under Sections 415 and 401(a)(17) of the Internal Revenue Code, nondiscrimination under Sections 401(a)(4), 410(b) and 401(a)(26) of the Internal Revenue Code, the determination of Highly Compensated Employees, and the computation of benefits and contributions, shall include any elective deferral (as defined

in Section 401(g)(3) of the Internal Revenue Code), and any amount that is contributed or deferred by the Employer at the election of the Employee and which, by reason of Sections 125, 132(f)(4), 402(e)(3), 402(h) or 457 of the Internal Revenue Code, is not includible in the gross income of the Employee.

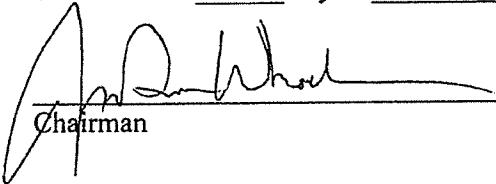
The annual compensation of each Participant taken into account in determining allocations in any Plan Year beginning after December 31, 2001 shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Internal Revenue Code. For this purpose, annual compensation means compensation during the Plan Year or such other consecutive twelve (12) month period over which compensation is determined under the Plan (the "determination period"). 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.

2. Effective January 1, 2007, Article 3, Section 3.09 shall be amended by adding the following additional paragraph at the end of the section:

Effective January 1, 2007, if a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan had the Participant resumed and then terminated employment on account of death in accordance with the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") and Section 401(a)(37) of the Internal Revenue Code.

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

Executed this 24 day of March, 2015.



Chairman



Secretary

**CLARIFYING  
AMENDMENT NO. 4  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

The Restated Plan Document of the Eight District Electrical Pension Fund Annuity Plan revised and restated April 1, 2014, is hereby clarified as follows:

1. Article 3, Section 3.09, shall be clarified as follows:

- a. At subsection b, striking “one thousand (1,000) hours” and replacing it with “one hour”;
- b. Subsection c, shall be deleted in its entirety and replaced with the following language “An Employee must not have separated from employment as defined in Section 5.01.b.”;
- c. In the second paragraph striking “to a maximum of one thousand (1,000) hours”;

Section 3.09 as clarified in its entirety follows:

**3.09 Qualified Military Service**. Notwithstanding any provision to the contrary, an Employee's benefits shall include Contributions owed for periods of military service in the armed forces of the United States consistent with and to the extent required by the Uniformed Services Employment and Re-Employment Rights Act of 1994, as amended (USERRA), and Section 414(u) of the Internal Revenue Code for Participants who return to covered employment on or after December 12, 1994. Qualified Military Service will be counted for purposes of crediting an Employee's Individual Account with Contributions provided the following conditions are satisfied:

- a. An Employee must have re-employment rights under USERRA in order for periods of military service to be recognized.
- b. An Employee must have worked at least one hour for an Employer before entering military service.
- c. An Employee must not have separated from employment as defined in Section 5.01.b.

An Employee shall be credited with Contributions for periods of Qualified Military Service based on the number of hours the Participant worked in Covered Employment in the twelve (12) month period immediately preceding Qualified Military Service, for each full year of Qualified Military Service. If an Employee does not serve a full year, his military service shall be pro- rated on the basis of the number of hours the Participant worked in Covered Employment in the twelve (12) month period immediately preceding Qualified Military Service for the purpose of determining the

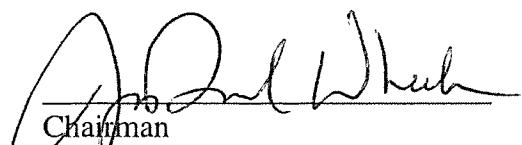
amount of Contributions due on his behalf. Additionally, the basis for determining the amount of Contributions to be credited to the Employee's Individual Account for Qualified Military Service will be based on the average rate of Contributions for all Employees during the year in which the military service was performed. Contributions to be credited to the Employee's Individual Account for Qualified Military Service shall come from the last Employer for whom the Employee worked sufficient hours to satisfy the above conditions. If such last Employer is no longer functional, the Plan shall be liable for such contributions.

In addition, an Employee who is reemployed under USERRA, shall be entitled to accrued benefits that are contingent on the making of, or derived from, Elective Deferrals only to the extent the Employee makes payment to the Plan with respect to such Elective Deferrals. No such payment may exceed the amount the Employee would have been permitted to defer had the Employee remained continuously employed by an Employer during his period of Qualified Military Service. Any payment to the Plan described in this paragraph shall be made during a period that begins on the date of reemployment under USERRA and whose duration is three (3) times the period of the Employee's Qualified Military Service, not to exceed five (5) years.

Effective January 1, 2007, if a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan had the Participant resumed and then terminated employment on account of death in accordance with the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") and Section 401(a)(37) of the Internal Revenue Code.

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

Executed this 23rd day of September, 2015.

  
John D. Whalen  
Chairman

  
Michael J. Morris  
Secretary

**AMENDMENT NO. 5  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

The Restated Plan Document of the Eight District Electrical Pension Fund Annuity Plan revised and restated April 1, 2014, Article 10 is hereby superseded in its entirety and clarified as follows:

**ARTICLE 10. LOAN PROGRAM**

**10.01 Eligibility For Plan Loan.** A Participant who has had an Individual Account shall be eligible for a loan from his Individual Account and Individual 401(k) Account, subject to the limitations and requirements set forth in this Loan Program. Neither a Spouse nor a Beneficiary of a Participant, nor an alternate payee, shall be eligible for a loan. All loans made under this Loan Program will comply with the requirements of Internal Revenue Code Section 72(p) and the applicable regulations thereunder.

**10.02 Limit on Number of Loans Available.** Except as explicitly provided in Section 10.05 regarding a limit on the type of a particular loan, and subject to the dollar limitation set forth in Section 10.03 and the provisions of 10.06.c, a Participant may have more than one outstanding loan at a time up to five (5) outstanding loans.

**10.03 Maximum Amounts.**

- a. Other than as provided in subsection b. below, the maximum dollar amount available to a Participant for a loan will be the lesser of:
  - i. \$50,000, reduced by the excess, if any, of the highest outstanding balance of loans of any other loan to the Participant from the Plan during the preceding 12-month period over the outstanding balance of such other loans on the date a loan is made hereunder, ; or
  - ii. Fifty percent (50%) of the value of the Participant's vested interest in his or her Individual Account and Individual 401(k) Account. For this purpose the Employee's vested interest does not include any amount an alternate payee is entitled to under a Qualified Domestic Relations Order.
- b. **Special Limit for Out of Work Book Loans.** In addition to the maximum limit rules set forth in subsection a. above, an out of work book loan as provided in Section 10.05.g must also meet the dollar limit of this Subsection b. Such loan will be permitted in the amount of \$2,000 per month for each month in which the Participant has been on the out of work book for a sponsoring IBEW Local Union of this Plan up to a maximum loan amount of \$8,000.

**10.04 Minimum Amount.** Except as specifically provided elsewhere in this Article 10, a loan must be for at least \$1,000.

**10.05 Eligible Purposes.** Loans will be made only for the following purposes:

- a. **Medical Expenses.** Expenses which the Participant is obligated to pay, because of sickness or injury which have not been reimbursed by, or for which the Participant has no right to reimbursement from, any public or private plan or program including, but not limited to, Social Security, Medicaid, any Employer, Union or joint employer-union welfare plan or program, or Workers' Compensation.
- b. **Higher Education.** Expenses incurred in connection with the payment of tuition and/or room and board to maintain a dependent child at an educational institution beyond the high school level. A participant may obtain a loan for the current semester and/or quarter only. A participant may obtain a new loan for each subsequent semester and/or quarter so long as the total of all loans outstanding does not exceed the maximum allowable amount stated in section 10.03 above. For purposes of this section 10.05, the term "dependent child" shall mean the unmarried child (including stepchildren, adopted children and foster children substantially supported by the Employee) of an eligible Participant.
- c. **Purchase of Primary Residence.** Expenses due to the purchase of a home, or cooperative or condominium apartment, in which he will primarily reside and he has thereby incurred down payment, contract, and title expenses, provided however that a loan pursuant to this subsection c. shall be made to a Participant only once.
- d. **Substantial Rehabilitation of Primary Residence.** Expenses due to the substantial rehabilitation of a home, or cooperative or condominium apartment, in which he primarily resides, so long as the expenses were incurred or the improvement was completed no earlier than one year prior to the date of the loan application. A loan pursuant to this subsection d. shall be made to a Participant only once. The minimum amount available for this type of loan is the lesser of \$5,000 or the maximum amount available under Section 10.03.
- e. **Foreclosure on Principal Residence or Eviction From Principal Residence.** The Participant is threatened with the loss of his principal residence as a result of any foreclosure or eviction proceedings brought against him or any tax lien proceeding that is based on his failure to pay real estate taxes on such property.
- f. **Funeral Expenses.** Funeral expenses incurred because of the death of a Spouse, child or parent.
- g. **Out of Work Book.** Notwithstanding anything to the contrary, for loan

applications received on and after February 1, 2002, a loan will be permitted in the amount of \$2,000 per month for each month in which the Participant has been on the out of work book for a sponsoring IBEW Local Union of this Plan if he has been available for work during such period, up to a maximum loan amount of \$8,000, and if he had been out of work for at least three (3) months at the time he applied for the loan.

A participant who has received a prior loan for being on the out of work book will have any subsequent loans issued solely for being on the out of work book reduced by the amount of each prior loan issued for being on the out of work book. This provision applies even if the prior loan has been repaid in full. If a loan or loans have been issued for a total amount of \$8,000 due to unemployment, no further loans will be permitted due to being out of work.

However, for loans issued due to being on the out of work book on or after June 1, 2008, if the Participant has been out of work for at least three (3) months at the time he applies for a loan, subsequent loans will be permitted in the amount of \$2,000.00 per month for each month in which the participant has been on the out of work book for a sponsoring IBEW Local Union of this Plan if he has been available for work during such period, up to a maximum loan amount of \$8,000.00 per loan.

For all loans issued under this subsection g., the participant must be out of work at the time the participant applies for a loan for being on the out of work book.

**10.06 Basis for Granting or Denying Loans.** Every eligible Participant shall be entitled to a loan from his Individual Account and/or Individual 401(k) Account under the Fund, provided that:

- a. the loan meets the standards of sections 10.01, 10.02, 10.03, 10.04, and 10.05;
- b. the loan is evidenced by a legally enforceable agreement and is fully secured in accordance with section 10.08, and
- c. Effective for any loan application received by the Trust Fund on or after June 1, 2008, if a Participant has defaulted on a prior loan and received a deemed distribution of said loan under the Plan, the Participant will not be eligible for a subsequent loan until the prior outstanding loan has been repaid in full.

**10.07 Rate of Interest.** The interest rate shall be the prime rate plus 1%.

**10.08 Security for the Loan.**

- a. No loan shall be made under this program unless the Participant executes and delivers to the Fund an acceptable security interest in the Participant's vested interest under the Plan for an amount equal to the outstanding balance of the loan plus accrued interest as collateral to

secure repayment of the loan plus accrued interest and any related expenses including attorneys' fees and other collection charges.

- b. A surviving-spouse waiver is required for all loans.
- c. An assignment of the Participant's claim for a corresponding amount from the Fund shall not be accepted unless the following surviving-spouse waiver requirements are met:
  1. No more than one hundred eighty (180) days (for loans prior to April 1, 2014, ninety (90) days) before the date of the loan, the Participant and the Participant's Spouse, if any, file a written consent to the assignment of the future benefit claim as security for the loan and to the possible forfeiture of that claim in the event of a default and acknowledging the potential impact on their benefits, in the form prescribed by the Fund and witnessed by a notary public, or
  2. No more than one hundred eighty (180) days (for loans prior to April 1, 2014, ninety (90) days) before the date of the loan, the Participant files a statement, on the prescribed form and witnessed by a notary public, consenting to the possible forfeiture of the future benefit claim in the event of a default and representing that he or she is (and by the date of the loan will continue to be):
    - (a) not married,
    - (b) legally separated, or
    - (c) unable to locate the Spouse and provides supporting documentation as required by the Plan Administrator.
- d. A surviving-spouse waiver that is valid under these rules at the time it is given will be treated as a valid and binding consent to the Board's later enforcement of the assignment of the Participant's benefit claim, regardless of any change in the Participant's marital status after the date of the loan.

#### **10.09 Repayment Terms.**

- a. Substantially level amortization shall be required over the term of the loan. Loans must be repaid in twenty (20) equal quarterly installments starting with the first day of the first calendar quarter beginning after the date of the loan

except as provided in subsection c, below.

- b. Prepayments of outstanding principal and accrued interest are permitted at any time, without penalty.
- c. Notwithstanding subsection a., above, if the loan is for the purchase or construction of the Participant's principal residence and the Participant provides the Fund with documentation of that, the loan may be repaid over ten (10) years, in monthly installments.
- d. In the event an Employee, with an outstanding loan against his Individual Account and/or Individual 401(k) Account, leaves employment with the Employer to serve in Qualified Military Service, his repayments will be suspended for such period of service as permitted under Section 414(u)(4) of the Internal Revenue Code.
- e. Any outstanding loan balance at the time an Employee elects a distribution from his Individual Account and/or Individual 401(k) Account must be paid off in full or the loan shall be considered in default and subject to offset in accordance with Section 10.11.

#### **10.10 Default and Deemed Distributions.**

- a. A payment shall be considered to be delinquent if it is not paid in full when it is due.
- b. A loan shall be considered to be in default if the missed payment is not made by the end of the quarter following the quarter in which it was due. In the event of a loan default, the loan will be deemed distributed as follows:
  - 1. The Fund will report the outstanding principal and interest as taxable income to the Participant and to the Internal Revenue Service in accordance with the rules for deemed distributions under Code Section 72(p) and applicable regulations. This will not, however, excuse the Participant from any repayment obligations.
  - 2. The outstanding balance of the loan shall continue to be due and payable and interest shall continue to accrue until payment is made either directly or through offset as provided in Section 10.11.

#### **10.11 Right of Offset.** In the event that any balance on a Plan loan remains outstanding as of the date a distribution is payable under the terms of the Plan and such balance is not repaid prior to the distribution, the loan shall be repaid by deducting the full outstanding balance of the loan, including any interest accrued through the date of any prior deemed distribution, from the amount of the Participant's Individual Account

and/or Individual 401(k) Account before making payment of any remaining portion of the Individual Account and/or Individual 401(k) Account to the Participant or a beneficiary. This is known as a Plan loan offset.

Nothing hereunder shall be deemed to preclude the Board, in its discretion, from availing itself of any other legal remedy to effectuate payment in full of the loan and accrued interest, such as the right to sue to collect amounts due on a loan.

All expenses incurred by the Fund in any collection action, including any fees, shall be charged against the borrower's Individual Account or individual 401(k) Account balance, rather than allocated as general expenses of Fund administration.

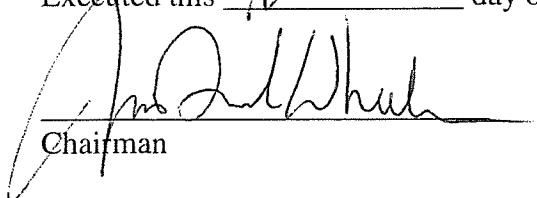
**10.12 Death of Borrower.** If a Participant dies before repaying a loan in full, the loan shall be offset in accordance with Section 10.11 as of the date of death. The amount that is offset shall not be taken into account in determining the amount of any qualified pre-retirement surviving Spouse benefit or other benefits payable with respect to the Participant, but shall be treated by the Fund and reported to the Internal Revenue Service as a distribution to the Participant as of the date of death.

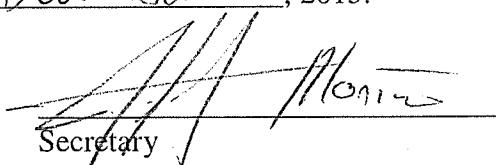
**10.13 Procedure for Applying for Loans.** A Participant requesting a loan shall make written application for it on the form prescribed by the Board, copies of which shall be available upon request to the Plan Administrator. The borrower shall also provide a completed promissory note in the prescribed form and any other written loan documentation that the Fund may require, including a legally binding waiver of any future Spouse or family member of the Participant or any current or future Spouse or family member of the Participant may have to a qualified joint and survivor annuity or qualified pre-retirement survivor annuity in connection with a pledge of any share of the Participant's account balance in the Fund as security for the loan. The borrower shall also provide, upon request, any evidence that may be needed to demonstrate the borrower's qualification for the loan and the receipt of adequate information concerning the loan. Loan distributions shall be made from all of the Employee's investments on a pro-rata basis.

**10.14 Loan Processing Fee.** A loan-processing fee will be deducted from each borrower's Individual Account or Individual 401(k) Account at the time a loan is made, to cover the Fund's expenses in establishing and monitoring the loan.

All other terms and conditions of the Plan shall remain in full force and effect. The foregoing amendment was duly adopted at the September 2015 Board of Trustees meeting.

Executed this 16<sup>th</sup> day of December, 2015.

  
Chairman

  
Secretary

**AMENDMENT NO. 6  
TO THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

WHEREAS, the Plan Document of the Eighth District Electrical Pension Fund Annuity Plan, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED THAT the following amendments are made to the Plan Document:

1. Effective July 1, 2016, Article 4. 401(k) Accounts, Section 4.03, paragraph a. shall be amended and restated to read as follows:

a. If permitted by the Employer's Collective Bargaining Agreement, a Participant may elect to participate in this Article 4 of the Plan by signing the Elective Deferral Authorization form requesting the Employer to reduce his hourly pay by units of \$0.05 per hour with such amounts of Elective Deferral to be transferred to the Participant's Individual 401(k) Account. Such Elective Deferrals shall be permitted up to the maximum amounts set forth in Sections 4.08 and 4.15 of this Plan.

2. Effective July 1, 2016, Article 4. 401(k) Accounts, Section 4.05, Change of Elective Deferral Amount shall be amendment and restated to read as follows:

A Participant may, in writing, change the amount of the Elective Deferral at the beginning of the next payroll period after January 1, April 1, July 1, and October 1, in units of \$0.05 per hour. Such Elective Deferrals shall be permitted up to the maximum amounts set forth in Sections 4.08 and 4.15 of this Plan. A Participant may also change the amount of the Elective Deferral any time he changes Employers. Changes in the amount of the Elective Deferral shall be accomplished by filing a modified Elective Deferral authorization form with the Employer and Administrator.

3. Effective March 1, 2016, Article 3, Section 3.09, Qualified Military Service, previously amended by Amendment No. 3 and Amendment No. 4 to the Plan Document, shall be amended and restated in entirety to read as follows:

Notwithstanding any provision to the contrary, an Employee's benefits shall include Contributions (but not the investment earnings or forfeitures thereon) owed for periods of military service in the armed forces of the United States consistent with and to the extent required by the Uniformed Services Employment and Re-Employment Rights Act of 1994, as amended (USERRA), and the regulations promulgated thereunder, and Section 414(u) of the Internal Revenue Code for Employees who return to covered employment on or after December 12, 1994.

Qualified Military Service will be counted for purposes of crediting an Employee's Individual Account with Contributions (but not the investment earnings or forfeitures thereon) provided

the following conditions are satisfied:

- a. An Employee must have re-employment rights under USERRA in order for periods of military service to be recognized.
- b. An Employee must have worked at least one (1) hour for an Employer before entering military service.

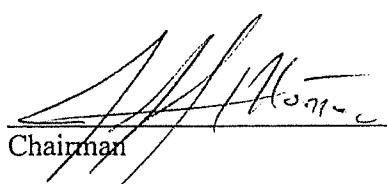
The Board of Trustees has established a written USERRA Policy that describes the Plan's procedures with respect to an Employee's Qualified Military Service.

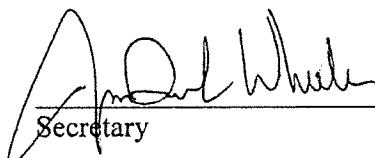
In addition, an Employee who is reemployed under USERRA, shall be entitled to accrued benefits that are contingent on the making of, or derived from, Elective Deferrals only to the extent the Employee makes payment to the Plan with respect to such Elective Deferrals. No such payment may exceed the amount the Employee would have been permitted to defer had the Employee remained continuously employed by an Employer during his period of Qualified Military Service. The Plan's written USERRA Policy also describes the Plan's procedures with respect to an Employee's right to catch up the Elective Deferrals an Employee missed due to his or her Qualified Military Service.

Effective January 1, 2007, if a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan had the Participant resumed and then terminated employment on account of death in accordance with the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act") and Section 401(a)(37) of the Internal Revenue Code.

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

Executed this 16<sup>th</sup> day of MARCH, 2016.

  
Chairman

  
Secretary

**AMENDMENT NO. 7  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

The Restated Plan Document of the Eight District Electrical Pension Fund Annuity Plan revised and restated April 1, 2014, Article 10 is hereby superseded in its entirety and amended as follows for loans initiated on or after April 1, 2016:

**ARTICLE 10. LOAN PROGRAM**  
**Effective for Loans Initiated On or After April 1, 2016**

- 10.01 Eligibility For Plan Loan.** A Participant who has had an Individual Account shall be eligible for a loan from his Individual Account and Individual 401(k) Account, subject to the limitations and requirements set forth in this Loan Program. Neither a Spouse nor a Beneficiary of a Participant, nor an alternate payee, shall be eligible for a loan. All loans made under this Loan Program will comply with the requirements of Internal Revenue Code Section 72(p) and the applicable regulations thereunder.
- 10.02 Limit on Number of Loans Available.** Except as explicitly provided in Section 10.05.a and subject to the dollar limitation set forth in Section 10.03 and the provisions of 10.06.c, a Participant may have more than one outstanding loan at a time up to five (5) outstanding loans.
- 10.03 Maximum Amounts.**
  - a. Other than as provided in subsection b. below, the maximum dollar amount available to a Participant for a loan will be the lesser of:
    - i. \$50,000, reduced by the excess, if any, of the highest outstanding balance of loans of any other loan to the Participant from the Plan during the preceding 12-month period over the outstanding balance of such other loans on the date a loan is made hereunder, ; or
    - ii. Fifty percent (50%) of the value of the Participant's vested interest in his or her Individual Account and Individual 401(k) Account. For this purpose the Employee's vested interest does not include any amount an alternate payee is entitled to under a Qualified Domestic Relations Order.
- 10.04 Minimum Amount.** Except as specifically provided elsewhere in this Article 10, a loan must be for at least \$1,000.

**10.05 Eligible Purposes.** Loans will be made only for the following purposes:

- a. Purchase of Primary Residence. Expenses due to the purchase of a home, or cooperative or condominium apartment, in which he will primarily reside and he has thereby incurred down payment, contract, and title expenses, provided however that a loan pursuant to this subsection a. shall be made to a Participant only once.
- b. General Purpose. An Eligible Participant may obtain a loan for any general purpose subject to the limitations and requirements set forth in this Article 10.

**10.06 Basis for Granting or Denying Loans.** Every eligible Participant shall be entitled to a loan from his Individual Account and/or Individual 401(k) Account under the Fund, provided that:

- a. the loan meets the standards of sections 10.01, 10.02, 10.03, 10.04, and 10.05;
- b. the loan is evidenced by a legally enforceable agreement and is fully secured in accordance with section 10.08, and
- c. Effective for any loan application received by the Trust Fund on or after June 1, 2008, if a Participant has defaulted on a prior loan and received a deemed distribution of said loan under the Plan, the Participant will not be eligible for a subsequent loan until the prior outstanding loan has been repaid in full.

**10.07 Rate of Interest.** The interest rate shall be the prime rate plus 1%.

**10.08 Security for the Loan.**

- a. No loan shall be made under this program unless the Participant executes and delivers to the Fund an acceptable security interest in the Participant's vested interest under the Plan for an amount equal to the outstanding balance of the loan plus accrued interest as collateral to secure repayment of the loan plus accrued interest and any related expenses including attorneys' fees and other collection charges.
- b. A surviving-spouse waiver is required for all loans.
- c. An assignment of the Participant's claim for a corresponding amount from the Fund shall not be accepted unless the following surviving-spouse waiver requirements are met:
  1. No more than one hundred eighty (180) days (for loans prior to April 1, 2014, ninety (90) days) before the date of the loan, the Participant and the Participant's Spouse, if any, file a written consent to the assignment of the future benefit claim as security for the loan and to the possible forfeiture of that claim in the event of a default and acknowledging the potential impact on their benefits, in the form prescribed by the Fund and witnessed by a notary public, or

2. No more than one hundred eighty (180) days (for loans prior to April 1, 2014, ninety (90) days) before the date of the loan, the Participant files a statement, on the prescribed form and witnessed by a notary public, consenting to the possible forfeiture of the future benefit claim in the event of a default and representing that he or she is (and by the date of the loan will continue to be):
  - (a) not married,
  - (b) legally separated, or
  - (c) unable to locate the Spouse and provides supporting documentation as required by the Plan Administrator.
  - (d) A surviving-spouse waiver that is valid under these rules at the time it is given will be treated as a valid and binding consent to the Board's later enforcement of the assignment of the Participant's benefit claim, regardless of any change in the Participant's marital status after the date of the loan.

#### **10.09 Repayment Terms.**

- a. Substantially level amortization shall be required over the term of the loan. Loans must be repaid in twenty (20) equal quarterly installments starting with the first day of the first calendar quarter beginning after the date of the loan except as provided in subsection c, below.
- b. Prepayments of outstanding principal and accrued interest are permitted at any time, without penalty.
- c. Notwithstanding subsection a., above, if the loan is for the purchase or construction of the Participant's principal residence and the Participant provides the Fund with documentation of that, the loan may be repaid over ten (10) years, in monthly installments.
- d. In the event an Employee, with an outstanding loan against his Individual Account and/or Individual 401(k) Account, leaves employment with the Employer to serve in Qualified Military Service, his repayments will be suspended for such period of service as permitted under Section 414(u)(4) of the Internal Revenue Code.
- e. Any outstanding loan balance at the time an Employee elects a distribution from his Individual Account and/or Individual 401(k) Account must be paid off in full or the loan shall be considered in default and subject to offset in accordance with Section 10.11.

#### **10.10 Default and Deemed Distributions.**

- a. A payment shall be considered to be delinquent if it is not paid in full when it is due.
- b. A loan shall be considered to be in default if the missed payment is not made by the end of the quarter following the quarter in which it was due. In the event of a loan default, the loan will be deemed distributed as follows:

1. The Fund will report the outstanding principal and interest as taxable income to the Participant and to the Internal Revenue Service in accordance with the rules for deemed distributions under Code Section 72(p) and applicable regulations. This will not, however, excuse the Participant from any repayment obligations.
2. The outstanding balance of the loan shall continue to be due and payable and interest shall continue to accrue until payment is made either directly or through offset as provided in Section 10.11.

**10.11 Right of Offset.** In the event that any balance on a Plan loan remains outstanding as of the date a distribution is payable under the terms of the Plan and such balance is not repaid prior to the distribution, the loan shall be repaid by deducting the full outstanding balance of the loan, including any interest accrued through the date of any prior deemed distribution, from the amount of the Participant's Individual Account and/or Individual 401(k) Account before making payment of any remaining portion of the Individual Account and/or Individual 401(k) Account to the Participant or a beneficiary. This is known as a Plan loan offset.

Nothing hereunder shall be deemed to preclude the Board, in its discretion, from availing itself of any other legal remedy to effectuate payment in full of the loan and accrued interest, such as the right to sue to collect amounts due on a loan.

All expenses incurred by the Fund in any collection action, including any fees, shall be charged against the borrower's Individual Account or individual 401(k) Account balance, rather than allocated as general expenses of Fund administration.

**10.12 Death of Borrower.** If a Participant dies before repaying a loan in full, the loan shall be offset in accordance with Section 10.11 as of the date of death. The amount that is offset shall not be taken into account in determining the amount of any qualified pre-retirement surviving Spouse benefit or other benefits payable with respect to the Participant, but shall be treated by the Fund and reported to the Internal Revenue Service as a distribution to the Participant as of the date of death.

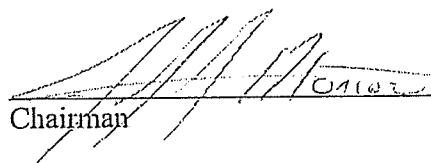
**10.13 Procedure for Applying for Loans.** A Participant requesting a loan shall make written application for it on the form prescribed by the Board, copies of which shall be available upon request to the Plan Administrator. The borrower shall also provide a completed promissory note in the prescribed form and any other written loan documentation that the Fund may require, including a legally binding waiver of any future Spouse or family member of the Participant or any current or future Spouse or family member of the Participant may have to a qualified joint and survivor annuity or qualified pre-retirement survivor annuity in connection with a pledge of any share of the Participant's account balance in the Fund as security for the loan. The borrower shall also provide, upon request, any evidence that may be needed to demonstrate the borrower's qualification for the loan and the receipt of adequate information concerning

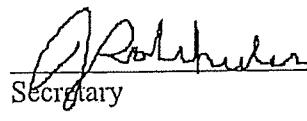
the loan. Loan distributions shall be made from all of the Employee's investments on a pro-rata basis.

**10.14 Loan Processing Fee.** A loan-processing fee will be deducted from each borrower's Individual Account or Individual 401(k) Account at the time a loan is made, to cover the Fund's expenses in establishing and monitoring the loan.

All other terms and conditions of the Plan shall remain in full force and effect. The foregoing amendment was duly adopted at the March 2016 Board of Trustees meeting.

Executed this 23<sup>rd</sup> day of April, 2016.

  
Chairman

  
Secretary

**AMENDMENT NO. 8  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

WHEREAS, the Restated Plan Document of the Eighth District Electrical Pension Fund Annuity Plan, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED THAT the following amendments are made to the Plan Document, effective March 14, 2017:

1. Article 10. Loan Program, Section 10.09 Repayment Terms, is hereby deleted in its entirety and amended to read as follows:

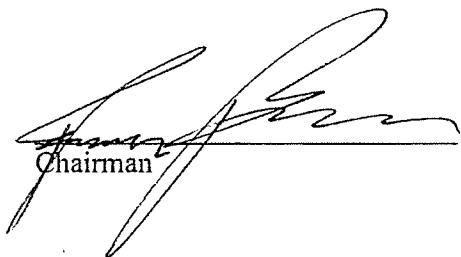
**10.09 Repayment Terms**

- a. Substantially level amortization shall be required over the term of the loan. Loans must be repaid according to the following terms:
  - i. General Repayment Provision: A participant can choose whether to repay a loan in monthly or quarterly installments over a five (5) year period, except as provided in subsection 10.09(a)(ii).
  - ii. Purchase of a Primary Residence Loan: If the loan is for the purchase or construction of the Participant's principal place of residence and the Participant provides the Fund with documentation of such, the loan may be repaid over ten (10) years, in monthly or quarterly installments.
  - iii. Special Provision for Home Rehabilitation Loans initiated prior to April 1, 2016: For loans initiated prior to April 1, 2016, for the substantial rehabilitation of a home, a participant could choose whether to repay the loan over monthly or quarterly installments over a five (5) year period.
- b. Prepayments of outstanding principal and accrued interest are permitted at any time, without penalty.
- c. In the event an Employee, with an outstanding loan against his Individual Account and/or Individual 401(k) Account, leaves employment with the Employer to service in Qualified Military Service, his repayments will be suspended for such period of service as permitted under Section 414(u)(4) of the Internal Revenue Code.

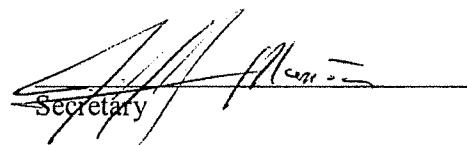
d. Any outstanding loan balance at the time an Employee elects a distribution from his Individual Account and/or Individual 401(k) Account must be paid off in full or the loan shall be considered in default and subject to offset in accordance with Section 10.11.

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

Executed this 14 day of March, 2017.



Chairman



Secretary



## **Eighth District Electrical Pension Fund**



*Administrative Office*  
2821 SOUTH PARKER ROAD  
SUITE 215  
AURORA, COLORADO 80014  
(303) 745-1539

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**TO:** PLAN PARTICIPANTS AND BENEFICIARIES JUNE 2017

**FROM:** EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN  
BOARD OF TRUSTEES

**SUBJECT:** IMPORTANT NOTICE OF CHANGES TO THE ANNUITY PLAN

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The Board of Trustees recently adopted an amendment to the Eighth District Electrical Pension Fund Annuity Plan ("Plan"), effective April 1, 2014. The purpose of this notice is to notify you of these changes. You should keep this notice with your current Summary Plan Description for the Plan (2011 edition). We have summarized the changes below:

### **Repayment Provisions for Plan Loans**

Effective March 14, 2017, a loan from a Participant's Individual Account can be repaid in either monthly or quarterly installments. This repayment option applies to all loans that are available from the Plan. Please contact Prudential at 1-877-778-2100 for more information on Plan loans.

If you have any questions regarding these changes, please contact the Fund Office.

Sincerely,

BOARD OF TRUSTEES

AMENDMENT NO. 9  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN

WHEREAS, the Restated Plan Document of the Eighth District Electrical Pension Fund Annuity Plan, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED THAT the following amendments are made to the Plan Document, effective September 21, 2017:

1. Section 1.07 shall be amended to read as follows:

Beneficiary. "Beneficiary" means a person or entity that is or may become entitled to receive a Participant's Accumulated Share after a Participant's death pursuant to the terms of the Plan.

2. Section 5.03 of the Plan Document shall be deleted in its entirety.

3. Article 7 shall be amended to add the following Section 7.02.

**7.02 No Beneficiary Designation on Death or No Living Designated Beneficiary**

If there is no valid designation of a Participant's Beneficiary or no designated Beneficiary alive on the date of the Participant's death, then payment shall be made to the following parties in the following order of priority:

- (i) to the deceased Participant's surviving lawful Spouse;
- (ii) to the deceased Participant's surviving child or children in equal shares;
- (iii) to the deceased Participant's surviving parent or parents in equal shares;
- (iv) to the deceased Participant's surviving sibling or siblings in equal shares; or
- (v) to the deceased Participant's executor or administrator.

If the Plan Administrator cannot make payment to any of the individuals or entities listed above in this Section 7.02, payment shall be made in any manner chosen by the Plan Administrator, subject to all applicable law. Under no circumstances will any money escheat to the State of Colorado, Utah, Montana, Wyoming, Idaho, or any other state

4. Article 7 shall be amended to add the following Section 7.03

**7.03 Survivor Designation of Beneficiary.** As soon as reasonably practical after a Participant's death, the Plan Administrator shall provide the Participant's surviving Spouse or other Beneficiary with a designation of Beneficiary form. If a deceased Participant's surviving Spouse or other Beneficiary dies after entitlement to payment but before receiving payment of the Participant's Accumulated Share, the Participant's Accumulated Share shall be paid to the designated Beneficiary of the Participant's surviving Spouse or other Beneficiary, as applicable. If the Participant's Spouse or other Beneficiary is entitled to payment but does not designate a Beneficiary, and dies before receiving payment of the Participant's Accumulated Share, then the Participant's Accumulated Share shall be paid to the following parties in the following order of priority:

- (i) to the deceased Spouse or Beneficiary's surviving lawful Spouse;
- (ii) to the deceased Spouse or Beneficiary's surviving child or children in equal shares;
- (iii) to the deceased Spouse or Beneficiary's surviving parent or parents in equal shares;
- (iv) to the deceased Spouse or Beneficiary's surviving sibling or siblings in equal shares; or
- (v) to the deceased Spouse or Beneficiary's executor or administrator.

If the Plan Administrator cannot make payment to any of the individuals or entities listed in this Section 7.03, payment shall be made in any manner chosen by the Plan Administrator, subject to all applicable law. Under no circumstances will any money escheat to the State of Colorado, Utah, Montana, Wyoming, Idaho, or any other state.

4. Article 7 shall be amended to add the following Section 7.04

**7.04 Unavailability of Beneficiary.** If no Beneficiary has made a claim for benefits by December 31 of the calendar year containing the fifth (5<sup>th</sup>) anniversary of the Participant's death, and the Plan administrator has been unable, with due diligence, to identify or locate any non-Spouse beneficiary, the Participant's Individual Account will be forfeited and placed in the Plan's administrative account. If this occurs, the portion of the Participant's Accumulated Share that is attributable to Employer Contributions shall be permanently forfeited, even if the Beneficiary subsequently contacts the Fund to claim his or her benefits. The portion of the Participant's Accumulated Share that is attributable to Elective Deferrals or Rollover Contributions is subject to re-instatement without earnings or losses thereon if a Beneficiary subsequently contacts the Fund to claim his or her benefits.

This rule does not apply to a surviving Spouse who is eligible for a Pre-Retirement death benefit under section 7.01.

5. Article 7 shall be amended to add the following Section 7.05:

7.05 Disqualification of Beneficiary. Notwithstanding any other provision of this Plan, if the individual who would otherwise be the Beneficiary of the Employee or Participant intentionally caused the death of the Employee or Participant, such individual shall be treated as having predeceased the Employee or Participant and shall not be entitled to receive any benefits from this Plan. This provision shall not apply in the event its application would violate any Surviving Spouse rights under Internal Revenue Code Section 401(a)(11) that cannot legally be divested by a plan provision.

6. Article 7 shall be amended to add the following Section 7.06:

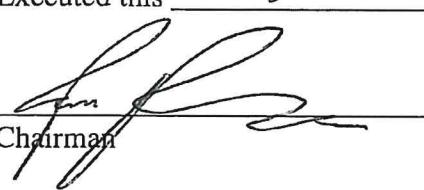
7.06 Distribution to a Minor Beneficiary. If benefits provided under Section 7.01 are payable to a minor, the Trustees may pay the benefits due to the minor to the person having present custody or care of the minor and with whom the minor resides. Any recipient on behalf of the minor must agree in writing to apply the payments solely for the minor's support. The Trustees may pay the benefits due to the minor to a trust established for the benefit of the minor. The Trustees have the sole discretion to make any payment of benefits to a minor by depositing the payments in a federally insured savings account in the name of the minor and by giving written notice of deposit to the minor. Payment made in the manner set forth in this Section will discharge the Trustees from any liability to the minor or anyone representing the minor's interest. No payment will be made under this Section to a government agency, except as required by a Qualified Domestic Relations Order, ERISA, or the Internal Revenue Code.

7. Section 9.05(b) shall be amended to read as follows:

9.05(b) If there is no valid of a Participant's beneficiary on file, then payment shall be made in accordance with Section 7.02

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

Executed this 20<sup>th</sup> day of September, 2017.

  
Chairman

  
Secretary

**AMENDMENT NO. 10  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

WHEREAS, the Restated Plan Document of the Eighth District Electrical Pension Fund Annuity Plan, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED, that the Plan shall be amended as follows:

Effective for claims filed after April 1, 2018, Article 11 shall be amended by deleting Section 11.02 and inserting the in its place:

**11.02 Claims Appeal.**

No participant, beneficiary or other person shall have any right or claim to benefits under the Plan, or any right or claim to payments from the Fund, other than as specified herein. Any dispute as to eligibility, type, amount or duration of benefits or any right or claim to payments from the Fund shall be resolved by the Board pursuant to the terms of the Plan, and its decision of the dispute, right or claim shall be binding upon all parties thereto. All claims for benefits and appeals of whole or partial denials of benefits shall be determined in accordance with the Plan's reasonable claims and appeals procedures established by the Board in accordance with Section 2560.503-1 of the Department of Labor Regulations and all other applicable law.

a.     Claims and Appeals Procedures for Non-Disability Claims

    i.     Initial Claim for Benefits for Non-Disability Claims.

Any person whose application for benefits under the Plan has been denied in whole or in part, or whose claim to benefits or against the Fund is otherwise denied, shall be notified in writing of such denial within 90 days) after receipt of such application or claim. An extension of time not exceeding 90 days) may be required by special circumstances. If so, notice of such extension, indicating what special circumstances exist therefore and the date by which a final decision is expected to be rendered, shall be furnished the claimant prior to the expiration of the initial 90-day period. If notice of denial of a claim is not furnished in accordance with this paragraph, the claims shall be deemed denied and the claimant shall be permitted to proceed to the review stage described below.

The notice of denial shall set forth in a manner calculated to be understood by the claimant:

1. the specific reason or reasons for the denial;
2. specific reference to pertinent Plan provisions on which the denial is based;

3. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination on review.

ii. **Appeal of Denial of Claim for Non-Disability Benefits.**

.Any claimant may petition the Board for a review of the denial. A petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disputing the denial, shall be accompanied by any pertinent documentary material not already furnished to the Fund, and shall be filed by the claimant or his duly authorized representative with the Administrator of the Fund within 60 days after the claimant received notice of the denial. The claimant or his duly authorized representative shall be provided, upon request and free of charge, copies of and shall have access to and be permitted to review relevant documents and submit issues and comments in writing.

c. Upon good cause shown, the Board shall permit the request for review to be amended or supplemented and shall grant a hearing on the request for review before the Board to receive and hear any evidence or argument. The claimant may be represented at such hearing by an attorney or any other representative of his choosing. The failure to file a petition for review within such 60-day period, shall constitute a waiver of the claimant's right to review of the denial, provided that the Board may relieve a claimant of any such waiver for good cause if application for such relief is made within 120 days after the date shown on the notice of denial. Such failure shall not, however, preclude the applicant or claimant from establishing his entitlement at a later date based on additional information and evidence which was not available to him at the time of the decision. Review of an adverse benefit determination shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Board shall make a decision on any request for review at regularly scheduled meetings held at least quarterly, and a decision on review shall be made no later than the date of the meeting of the Board that immediately follows the Administrator's receipt of the request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a decision will be made at the second meeting following the receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for review, a decision shall be rendered not later than the third meeting of the Board following the administrative office's receipt of the request for review.

The Plan shall notify the claimant of the decision of the Trustees as soon as possible after the meeting, but not later than five (5) days after the decision is made. Notification of the decision upon review shall be in writing and shall include, written in a manner calculated to be understood by the claimant:

1. the specific reason or reasons for the adverse determination;
2. reference to specific Plan provisions on which the determination is based;
3. a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits; and
4. a statement of the claimant's right to bring civil action under ERISA section 502(a).

b. **Claims and Appeals Procedures for Disability Claims**

i. **Initial Claim for Disability Benefits**

If the application for benefits is a claim for Disability Benefits, the Plan shall notify the claimant of a denial in writing within a reasonable period of time, but not later than forty-five (45) days after the receipt by the Plan of the application or claim for benefits.

This period may be extended for up to thirty (30) days, provided the Plan determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension and date by which a final decision is expected to be rendered. The period for making the determination may be extended by another thirty (30) day period if the Plan determines that the extension is necessary and notifies the claimant, prior to the end of the first thirty (30) day extension period of the circumstances requiring an extension and the date by which a final decision is expected to be rendered. Any notice of extension under this paragraph shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and additional information needed to resolve those issues. The claimant shall be afforded at least forty-five (45) days to provide such additional information.

If the application for benefits is a claim for disability benefits, the written notice of denial shall be furnished to the applicant, in a culturally and linguistically appropriate manner. Such notice shall include:

1. the specific reason or reasons for the denial;
2. specific references to pertinent provisions of the Plan on which the denial is based;
3. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;
4. a discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - a. the views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
5. b. the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination. a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring civil action under ERISA Section 502(a) following an adverse benefit determination on review;

6. either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
7. if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
8. a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

ii. Appeal of Denial of Claim for Disability Benefits

Any such person may petition the Board for a review of the denial of a disability claim. A petition for review shall be in writing, shall state in clear and concise terms the reason or reasons for disputing the denial, shall be accompanied by any pertinent documentary material not already furnished to the Fund, and shall be filed by the claimant or his duly authorized representative with the Administrator of the Fund within 180 days after the claimant received notice of the denial. The claimant or his duly authorized representative shall be provided, upon request and free of charge, copies of and shall have access to and be permitted to review relevant documents and submit issues and comments in writing.

Upon good cause shown, the Board shall permit the request for review to be amended or supplemented and shall grant a hearing on the request for review before the Board to receive and hear any evidence or argument. The claimant may be represented at such hearing by an attorney or any other representative of his choosing. The failure to file a petition for review within such 180-day period, shall constitute a waiver of the claimant's right to review of the denial, provided that the Board may relieve a claimant of any such waiver for good cause if application for such relief is made within 180 days after the date shown on the notice of denial. Such failure shall not, however, preclude the applicant or claimant from establishing his entitlement at a later date based on additional information and evidence which was not available to him at the time of the decision. Review of an adverse benefit determination shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Before the Plan issues an adverse benefit determination on review of a disability benefit claim, the Plan shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, or other person making the benefit determination (or at the direction of the Plan or such other person) in connection with the disability claim. Such evidence will be provided as soon as possible (and sufficiently in advance of the date on which the notice of Adverse Benefit Determination on review is required to be provided) to give the claimant a reasonable opportunity to respond prior to that date.

Additionally, before the Plan can issue an adverse benefit determination on review of a disability benefit claim based on a new or additional rationale, the claimant will be provided, free of charge, with the rationale. The rationale will be provided as soon as possible (and sufficiently in advance of the date on which the notice of Adverse Benefit Determination on review is required to be provided) to give the claimant a reasonable opportunity to respond prior to that date.

The Board shall make a decision on any request for review at regularly scheduled meetings held at least quarterly, and a decision on review shall be made no later than the date of the meeting of the Board that immediately follows the Administrator's receipt of the request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a decision will be made at the date of the second meeting following the receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for review, a decision shall be rendered not later than the third meeting of the Board following the administrative office's receipt of the request for review.

The Plan shall notify the claimant of the decision of the Trustees as soon as possible after the meeting, but not later than five (5) days after the decision is made.

In the case of a claim for disability benefits on appeal, a written notice of the decision upon review shall be furnished to the applicant, in a culturally and linguistically appropriate manner. Such notice shall include:

1. the specific reason or reasons for the adverse determination;
2. reference to specific Plan provisions on which the determination is based;
3. a discussion of the decision, including an explanation of the basis for disagreeing with or not following:
  - a. the views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant; or
  - b. the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination;
4. a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits;
5. a statement of the claimant's right to bring civil action under ERISA section 502(a);
6. either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
7. if the adverse benefit determination on review is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to

the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

iii. Deemed Exhaustion of Claims and Appeals Rules for Disability Benefits

Unless it is found to be a "de minimis violation", if the Plan fails to strictly adhere to all the requirements that apply to disability claims found in this Section 11.02(b), then the participant is deemed to have exhausted the administrative remedies under the Plan. "De Minimis" violations are defined as violations that "do not cause, and are not likely to cause, prejudice or harm to the participant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the participant."

If the participant believes that the Plan failed to strictly adhere to all of the requirements found in this Section 11.02(b), the participant may request a written explanation of the violation from the Plan. The Plan will provide such explanation within ten (10) days, including a specific description of its bases, if any, for asserting that the violation should not cause the administrative remedies available under the Plan to be deemed exhausted.

If a participant files a lawsuit regarding the participant's claim or appeal for disability benefits and the court rejects the participant's request for immediate review on the basis because the court determined that Plan met the requirements of this Section 11.02(b)(iii), the claim shall be considered as refiled on appeal upon the Plan's receipt of the decision by the court. With a reasonable time after the receipt of the decision, the Plan shall provide the participant with notice of the resubmission.

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

Executed this 28 day of March, 2018

  
Chair

  
Secretary

**AMENDMENT NO. 11  
TO THE  
RESTATED PLAN DOCUMENT  
OF THE  
EIGHTH DISTRICT ELECTRICAL PENSION FUND ANNUITY PLAN**

WHEREAS, the Restated Plan Document of the Eighth District Electrical Pension Fund Annuity Plan, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED THAT the following amendments are made to the Plan Document, effective June 6, 2018:

1. Article 11, Section 11.02 "Claims Appeal" shall be amended by adding the following new subsection, Section 11.02(c):

11.02(c). A claimant must exhaust all of the Plan's administrative appeal procedures prior to filing a lawsuit against the Plan. In addition, any lawsuit to enforce a claimant's rights under Section 502(a) of ERISA must be commenced within two (2) years of the date on the notice sent to the claimant regarding the final decision of the Board of Trustees.

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

Executed this 20<sup>th</sup> day of September, 2018.

  
Chair

  
Secretary