

**FIRST AMENDMENT  
TO  
BRICKLAYERS AND MASONS' LOCAL UNION NO. 5,  
OHIO PENSION PLAN  
(MARCH 1, 2014 RESTATEMENT)**

**WALTER & HAVERFIELD LLP**  
ATTORNEYS AT LAW  
The Tower at Erieview  
1301 East 9th Street, Suite 3500  
Cleveland, Ohio 44114

**FIRST AMENDMENT  
TO  
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(MARCH 1, 2014 RESTATEMENT)**

In accordance with resolutions adopted by the Trustees of Bricklayers and Masons' Local Union No. 5, Ohio Pension Plan ("Plan") at its April 14, 2015 meeting, the Plan is hereby amended in the following respects:

1. Effective as of the date of execution hereof, Section 7.8 of the Plan is amended to provide as follows:

7.8 An Employer Trustee and an Employee Trustee shall approve or disapprove all applications for Disability Benefits, and their decision shall be final and binding upon all persons affected thereby. In the event that an initial claim for disability benefits is denied and the denial is appealed, the appeal shall be reviewed by the Employer Trustees and Employee Trustees who did not review the initial claim for disability benefits. In making a determination as to whether a Member continues to be totally and permanently disabled, the Trustees shall rely upon medical reports and other available information. During any period in which a member is receiving a Disability Benefit, the Trustees may require that he periodically submit additional information and written medical reports supporting his disability. Also, the Trustees may, at Fund expense, require such Member to submit to examination by a qualified physician or surgeon selected by the Trustees as a condition to continued payment of his disability benefit.

2. Effective as of the date of execution hereof, paragraph Section 16.1 of the Plan is amended to provide as follows:

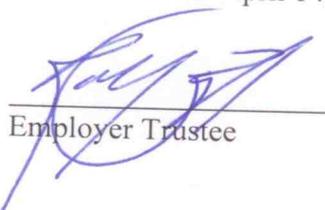
16.1 All applications for Plan benefits, following processing by the Fund's Administration Office Manager, shall be presented to the Board of Trustees, or in the case of a claim for disability benefits, to an Employer Trustee and an Employee Trustee, for decision at regularly scheduled meetings. If a claim for benefits under the Plan is denied, in whole or in part, the Member or his beneficiary (hereinafter called the "claimant") shall be notified within a reasonable time in writing of the denial, the specific reason for the denial, the Plan provisions on which the denial is based, that if the claim denial is based on an internal rule, guideline, protocol, or other similar provision, that a copy of the provision is available upon request, free of charge, and if the claim denial is based on an exclusion or limit (such as a medical necessity requirement or an experimental treatment exclusion) that an explanation of the scientific or clinical judgment applying the exclusion or limit is available upon request, free of charge.. Such

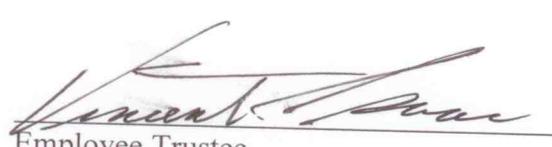
claimant shall also be advised whether any additional material or information is necessary to perfect the claim and shall be provided with an explanation of the reasons why such material is necessary and with an explanation of the Plan's claim review procedure under Section 16.2.2.

3 Effective as of the date of execution hereof, paragraph (g) of Section 16.2 of the Plan is amended to provide as follows:

(g) In the case of a claim for a Disability Benefit, including where a physician chosen by the Trustees (rather than relying upon a determination of disability for Social Security purposes) determines there is no disability, then in lieu of the above procedure, an Employer Trustee and an Employee Trustee shall review the initial claim for disability benefits and will provide the claimant with written notification of an adverse decision within a reasonable period of time, but not later than 45 days after receipt of the claim by the Trustees. This period may be extended by the Employer Trustee and an Employee Trustee for up to 30 days, provided that the Employer Trustee and an Employee Trustee both determine that such an extension is necessary due to matters beyond their control and notifies the claimant prior to the expiration of the initial 45-day period of the circumstances requiring the extension of time and the date by which the Employer Trustee and an Employee Trustee expect to render a decision. If, prior to the end of the first 30-day extension period the Employer Trustee and an Employee Trustee determine that, due to matters beyond its control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Employer Trustee and an Employee Trustee notify the claimant prior to the expiration of the first 30-day extension period of the circumstances requiring the extension and the date as of which the Trustees expect to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the claimant will be afforded at least 45 days within which to provide the specified information. In the event that an initial claim for disability benefits is denied and the denial is appealed, the appeal shall be reviewed by the Employer Trustees and Employee Trustees who did not review the initial claim for disability benefits.

EXECUTED at Cleveland, Ohio this 14<sup>TH</sup> day of April, 2015, by an Employer Trustee and an Employee Trustee on behalf of the duly qualified and acting Trustees of Bricklayers and Masons' Local Union No. 5, Ohio Pension Fund, in accordance with resolutions adopted by the Trustees at their April 14, 2015 meeting.

  
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Employer Trustee

  
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Employee Trustee