

**TENTH AMENDMENT TO THE
THREE RIVERS ANNUITY FUND
(As Amended and Restated effective January 1, 2015)**

This Tenth Amendment to the Three Rivers Annuity Fund, as amended and restated effective January 1, 2015, (the “Plan”) is made by the Board of Trustees of the Three Rivers Annuity Fund (the “Trustees”) as Trustees, and on behalf of the Employers and Union.

WITNESSETH:

WHEREAS, the Trustees previously adopted and presently maintain the Plan as amended and restated;

WHEREAS, the Trustees wish to amend the Plan to change the definition of “disability” and to increase the timeframe for making an application for a termination benefit from eight consecutive months to ten consecutive months after termination of employment; and

WHEREAS, under Section 10.01 of the Plan, the Trustees, Employers and Union reserve the right to amend the Plan from time to time in any respect by action of the Trustees, Employers and Union.

NOW, THEREFORE, pursuant to Section 10.01 of the Plan, the Trustees, Employers and Union hereby amend the Plan as follows:

1. Effective April 1, 2018, Section 5.02(b) of the Plan is amended to read as follows (changed language underlined):

- (b) For any application or claim for benefits under the Plan made before August 1, 2008, the terms “disability” and “disabled” shall mean a disability caused by bodily injury or disease which prevents a Participant from engaging in his trade or profession for which he is or was a Participant in the Plan, and which disability is deemed by the Participant’s physician and/or a qualified physician approved by the Trustees, to likely be permanent and continuous during the Participant’s lifetime. The Trustees shall consider qualification for disability benefits under Social Security as suitable evidence of permanent disability.

For any application or claim for benefits under the Plan made on or after August 1, 2008 and before April 1, 2018, the terms “disability” and “disabled” shall mean a disability, on the basis of medical evidence satisfactory to the Trustees, that a Participant is found to be no longer capable of engaging in any gainful employment for wages or profit as a result of injury or disease incurred prior to attaining Normal Retirement Age. A disability will be considered as permanent

if it is reasonably expected that such total disability will continue beyond six months for an indefinite period into the future, or is of such nature that it will continue until the death of the Participant. Satisfactory medical evidence shall be defined as a physician's statement that the Participant is totally and permanently disabled from any gainful employment at the time of application for a Disability Benefit, as well as a statement from the Pittsburgh Diagnostic Clinic (or other similar facility selected by the Trustees) that the Participant is totally and permanently disabled from any gainful employment. Alternatively, entitlement to disability benefits under Title II of the Social Security Act shall be considered satisfactory proof of total and permanent disability. Notwithstanding anything to the contrary, the Trustees retain the right, from time to time, to require evidence from the Participant of his continued total and permanent disability.

For any application or claim for benefits under the Plan made on or after April 1, 2018, the terms "disability" and "disabled" shall mean a disability for which the Participant has become entitled to disability benefits under Title II of the Social Security Act. Notwithstanding anything to the contrary, the Trustees retain the right, from time to time, to require evidence from the Participant of his continued total and permanent disability.

2. Effective February 1, 2018, Section 5.04(b) of the Plan is amended to read as follows (changed language underlined):

Use of old
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(b) Notwithstanding any contrary provisions, a Participant whose employment so terminates shall be eligible to receive a distribution of his Accounts before his attainment of age 57 or his disability within the meaning of Section 5.02(b) only if he is not working in any of the crafts described in the Collective Bargaining Agreements covering Participants of the Plan and has not worked in any such crafts in the jurisdictional area serviced by the Plan for at least ten (10) consecutive months prior to making application for such distribution. For these purposes, a "craft" means (i) the skills, learned during a significant period of training or practice, which are applicable in occupations in the industry, (ii) skills relating to selling, retailing, managerial, clerical, or professional occupations, or (iii) supervisory activities relating to skills described in (i) and (ii).

3. In all other respects, the provisions of the Plan are hereby ratified and confirmed, and they shall continue in full force and effect. In order to maintain the terms of the Plan in a single document, this Amendment may be incorporated into the most recent restatement of the Plan and the Table of Contents and any section numbers and section references or cross-references may be corrected and/or updated at any time.


IN WITNESS WHEREOF, the Trustees have duly executed this Tenth Amendment on the 25th
day of April, 2018.

TRUSTEES:

UNION







EMPLOYERS



