

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

This 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 timeframe for making an application for a termination benefit from ten consecutive months to Twelve consecutive months after termination of employment; and

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

Effective January 1, 2022, Section 5.04(b) of the Plan is amended to read as follows (changed language underlined):

(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 "disqualifying employment" and has not worked in any "disqualifying employment" for at **least twelve (12)** consecutive months prior to making application for such distribution. For these purposes, "disqualifying employment" means (i) any type of employment with an Employer, (ii) any type of employment with an employer in the same or related business as an Employer, (iii) any employment or self-employment (including a sole proprietor, partner, independent contractor or consultant) in the construction industry, and (iv) any employment or self-employment (including a sole proprietor, partner, independent contractor or consultant) based on or using the skills related to or acquired by Credited Employment. The Trustees may request additional information to determine a Participant's eligibility for a Termination Benefit. For purposes of this paragraph (b), Credited Employment means employment with an Employer for which the Employer is obligated to make payments to the Trust Fund on the Employee's behalf.


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.

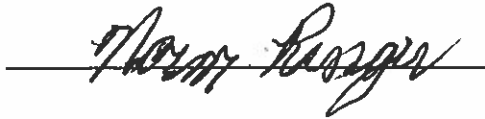
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IN WITNESS WHEREOF, the Trustees have duly executed this Amendment on the 28th day of July, 2021.

TRUSTEES:

UNION







EMPLOYERS

