

**EIGHTH AMENDMENT TO THE
BRICKLAYERS PENSION PLAN OF
WESTERN PENNSYLVANIA
(As Amended and Restated January 1, 2015)**

This Seventh Amendment to the Bricklayers Pension Plan of Western Pennsylvania, as amended and restated effective January 1, 2015 (“Plan”), is made by the Board of Trustees for the Bricklayers Pension Plan of Western Pennsylvania (“Trustees”).

WITNESSTH

WHEREAS, the Trustees currently administer and maintain the Plan for the benefit of members covered thereunder; and

WHEREAS, the right to further amend the Plan has been reserved to the Trustees under Article XIII of the Plan; and

WHEREAS, the Pension Fund is in critical status as of April 26, 2019. At that time, no further lump sum payments can be made.

WHEREAS, the Trustees evaluated the impact that the required change has on its unmarried participants who are no longer eligible to have a death benefit paid upon their death; and

WHEREAS, the Trustees believe that revisions to the current lump sum return of contributions death benefit can be made to provide a monthly benefit to the Beneficiaries of the unmarried participants in the amount equal to the contributions credited without increasing the costs to the Pension Fund.

NOW, THEREFORE, the Trustees agree and declare that, effective as of June 1, 2019, the Plan be, and hereby is, amended in the following respects:

ARTICLE IX, SECTION 9.02 shall be amended in its entirety to read as follows:

9.02 Death Benefits

1. Effective on or after April 25, 2019, payment of this lump sum death benefit is suspended as required under the Pension Protection Act of 2006 due to the determination that the Pension Plan is in Critical Status. During the period of required suspension, the beneficiary for any non-married Participant shall receive the death benefit in the form of a Return of Contributions Monthly Benefit as follows:

Effective for any death benefit payable on or after April 25, 2019, the Beneficiary of an

unmarried Participant shall be eligible to receive the monthly benefit in the amount of the Aggregate Sum of his Contributions paid into the Plan on his behalf. The Beneficiary will have the ability to elect to receive the payments over a period of two (2), five (5) or ten (10) years. The payment amount will be limited so the maximum is not more than the actuarial equivalent monthly benefit determined by the Actuary and the minimum is \$100. Upon the payment of the entire balance of the Aggregate Sum of Contributions, the monthly payments will cease and no further death benefits will be paid.

2. Effective prior to March 20, 2015, between January 1, 2016 and April 30, 2016 and then between January 1, 2017 and April 25, 2019 when the Plan was not in Critical Status, a lump sum death benefit could be paid in the form of an immediate single sum payment. This lump sum death benefit was equal to the Aggregate Sum of the Contributions credited to the Participant at the time of death. Upon the emergence from Critical Status, the suspension on payment of this Lump Sum Death Benefit will automatically be restored again
3. This Death Benefit under Section 9.02 shall be payable to the surviving Beneficiary of:
 - (a) any terminated, non-married Participant who is entitled to a Deferred Vested Benefit.
 - (b) any non-married active Participant who has not yet incurred a Permanent Break-in-Service (as defined in Section 3.07).
 - (c) any married active Participant who has not satisfied the requirements for the benefit provided in Section 9.01 upon proper waiver of such death benefit.

IN WITNESS WHEREOF, pursuant to the proper approval and delegation by the Trustees, the following Employer and Union Trustees have affixed their signatures as of this 15th day of August, 2019.

UNION TRUSTEE

By: Naman Singh

EMPLOYER TRUSTEE

By: Raul [Signature]