

THREE RIVERS ANNUITY FUND

AS AMENDED AND RESTATED

Effective January 1, 2015

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THREE RIVERS ANNUITY FUND

This Agreement and Declaration of Trust made and entered into by and between the BRICKLAYERS and ALLIED CRAFTS LOCAL UNION NO. 9 and the OPERATIVE PLASTERERS and CEMENT MASONS INTERNATIONAL UNION LOCAL NO. 179 (the “**Union**”), and the MASONRY CONTRACTORS ASSOCIATION OF WESTERN PENNSYLVANIA, KEYSTONE BUILDING CONTRACTORS ASSOCIATION, RESTORATION CONTRACTORS OF WESTERN PENNSYLVANIA, TILE CONTRACTORS ASSOCIATION OF WESTERN PENNSYLVANIA, TERRAZZO CONTRACTORS ASSOCIATION OF WESTERN PENNSYLVANIA and the BUILDING ASSOCIATION OF EASTERN OHIO AND WESTERN PENNSYLVANIA (the “**Employers**”) and the Board of Trustees (the “**Trustees**”).

WITNESSETH:

WHEREAS, the Employers and the Union have entered into Collective Bargaining Agreements in which the parties have mutually agreed that the Employers shall make contributions as therein provided to a Trust Fund which is established pursuant to this Plan for the purpose of providing pension benefits as is permitted by Section 302(c)(5) of the Labor Management Relations Act of 1947, as amended, and the Employees Retirement Income Security Act of 1974, as amended;

WHEREAS, the Employers and the Union have agreed that such contributions shall be payable to and be deposited in the Three Rivers Annuity Fund (the “**Plan**”); and

WHEREAS, the Trustees hereby amend and restate the Plan as of January 1, 2015.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

- 1.01 “Accounts” means, with respect to each Participant, the value of all accounts maintained on his behalf, including his Employer Contribution Account and Rollover Account.
- 1.02 “Accrued Benefit” means, with respect to each Participant, the value of all Accounts maintained on behalf of a Participant.
- 1.03 “Act” means the Employee Retirement Income Security Act of 1974, as amended.
- 1.04 “Age” means the age of a Participant computed as of that person’s last birthday.
- 1.05 “Allocation Date” means the days that are specified in the Collective Bargaining Agreements, and such additional dates as shall be directed by the Trustees, as of which all or a portion of the Employer Contributions are allocated to the Participants’ Accounts.
- 1.06 “Anniversary Date” means the last day of each Plan Year.
- 1.07 “Annuity Starting Date” means the first date for which an amount is paid as an annuity or otherwise, which shall be deemed to be the date on which a Participant’s Accounts are distributed. (A Participant who receives a distribution of his Accounts by one or more single partial payments under Section 6.03(b) shall have a separate Annuity Starting Date for each single partial payment.)
- 1.08 “Beneficiary” or “Beneficiaries” means the person or persons to whom the share of a deceased Participant’s total Account is payable, as provided for in Section 6.08.
- 1.09 “Break in Service” means a period of at least 12 months during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged, or if earlier, the 12 month anniversary of the date on which the Employee was otherwise first absent from service.
- 1.10 “Code” means the Internal Revenue Code of 1986, as amended.
- 1.11 “Collective Bargaining Agreement” means any collective bargaining agreement which provides for the payment by Employers of Employer Contributions on behalf of Employees to the Three Rivers Annuity Fund.
- 1.12 “Compensation” means the amounts as set forth below under this Section:
- (a) The total income received by an Employee from the performance of personal services on behalf of the Employer for the Plan Year while a Participant in the Plan.
 - (b) For purposes of the maximum benefit limitations of Code Section 415 (Sections 4.05 and 4.06 of the Plan), and a Highly Compensated Employee, compensation shall include the Participant’s wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with an Employer maintaining the Plan (including, but not limited to, commissions paid to salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) paid during the Limitation Year and, effective January 1, 1998

for purposes of Code Section 415, any elective deferrals or salary reductions under Code Sections 125, 401(k), 403(b) and 457. Compensation does not include: Employer contributions to a qualified retirement plan, a non-qualified deferred compensation plan or a simplified employee pension plan; income received from the disposition of stock pursuant to the exercise of a qualified stock option; income realized upon the, exercise of a non-qualified stock option or upon the lapse of substantial forfeiture provisions or nontransferability provisions on previously restricted property (as defined under Code Section 83); premiums paid by the Employer for group life insurance to the extent not includible in the Participant's gross income; and, Employer contributions not under a salary reduction agreement, towards the purchase of a tax-sheltered annuity contract (as described in Code Section 403(b)).

Compensation shall commence as of an Employee's effective date of participation pursuant to Section 2.01.

For Plan Years beginning after December 31, 1988, Compensation in excess of \$200,000 shall be disregarded. Such amount shall be adjusted at the same time and in such manner as permitted under Code Section 415(d).

In addition to the 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 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) of the Internal Revenue Code. The cost of living adjustment in effect for a calendar year applies to any period over which compensation is determined (determination Period) beginning in such calendar year. If a Determination Period consists of fewer than 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 12.

For Plan Years beginning on or after January 1, 1994, any reference in the Plan to the limitation under section 401(a)(17) of the 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 for that prior Determination Period is subject to the OBRA '93 Annual Compensation Limit 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.

The annual Compensation of each Participant taken into account in determining allocations for any Plan Year which begins on or after January 1, 2002, (including Top Heavy Minimum Allocations) shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code § 401(a)(17)(B). Annual Compensation means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise 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.

For Limitation Years beginning on or after January 1, 2001, for purposes of applying the limitations described in section 4.05 of the Plan, Compensation paid or made available during such Limitation Years shall include elective amounts that are not includible in the gross income of the employee by reason of section 132(f)(4) of the Internal Revenue Code.

For Limitation Years beginning on and after January 1, 2009, for purposes of applying the limitations described in section 4.05 of the Plan, Compensation paid or made available during such Limitations Years shall include payments to an Employee who does not currently perform services for the Employer by reason of qualified military service (as that term is used in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the Employee would have received if the Employee had continued to perform services for the Employer rather than entering qualified military service.

- 1.13 “Effective Date” means January 1, 2015. The Plan was originally effective June 1, 1973.
- 1.14 “Employee” means any individual who is performing services for an Employer, who is receiving remuneration and who is under the direction, supervision, and/or control of the Employer, including:
- (a) Any Employee represented by the Union and working for an Employer as defined herein, and with respect to whose employment an Employer is required to make contributions into the Plan;
 - (b) An officer or Employee of the Union who shall have been proposed for benefits under the Plan by the Union and who shall have been accepted by the Trustees and for whom the Union agrees in writing to contribute to the Plan at the rate fixed for contributions for other Employers; and
 - (c) Employees, if any, of this Plan who are not employed by an Employer as defined below but as shall be proposed and accepted for such benefits by the Trustees. As to such personnel who are Employees of the Plan, the Trustees shall be deemed to be an Employer within the meaning of this Plan and Trust Agreement and shall provide benefits for said Employees out of said Plan, on the same basis as for other Employees.

“Employee” shall not include any Leased Employee within the meaning of Code Sections 414(n)(2) and 414(o)(2).

- 1.15 “Employer” means:
- (a) An entity who is a member of, or is represented in collective bargaining by an association and who is bound by a Collective Bargaining Agreement with the Union providing for the making of payments to the Plan with respect to Employees represented by the Union.
 - (b) An entity who is not a member of, nor represented in collective bargaining by, an association, but who has duly executed or is bound by a Collective Bargaining Agreement with the Union providing for the making of payments to the Plan with respect to Employees represented by the Union.
 - (c) The Union which, for the purpose of making the required contributions into the Plan, shall be considered as the Employer of the Employees of the Union for whom the Union

contributes to the Plan.

Employers as described in this Section shall, by the making of payments to the Plan pursuant to such collective bargaining or other written agreements, be deemed to have accepted and be bound by this Plan and Trust Agreement.

- 1.16 “Employer Contribution” means the amounts contributed to each Participant’s Account by the Employer pursuant to Section 3.01 of the Plan.
- 1.17 “Employer Contribution Account” means an account established pursuant to Section 3.01 of the Plan comprised of: (i) prior to January 1, 2011 a Participant’s Money Purchase Account and (ii) from and after January 1, 2011, unless a specific Employer Contribution Account is specified, a Participant’s Money Purchase Account and Profit Sharing Account. Amounts properly credited to a Participant’s Employer Contribution Account in accordance with the terms of this Plan shall be 100% vested and nonforfeitable.
- 1.18 “Employment Commencement Date” or “Date of Hire” means the date on which an Employee first completes an Hour of Service for the Employer.
- 1.19 “Entry Date” means the date on which an Employee first completes an Hour of Service.
- 1.20 “Erie Plan” means the Bricklayers Union Local 9-PA Annuity Savings Plan (as in effect from time to time before December 31, 2011).
- 1.21 “Erie Plan Accrued Benefit” means the account balance of an Erie Plan Participant, and if deceased, the surviving spouse or beneficiary of such Erie Plan Participant, under the Erie Plan as of December 30, 2011.
- 1.22 “Erie Plan Merger” means the December 31, 2011 merger of the Erie Plan into the Plan.
- 1.23 “Erie Plan Participant” means an individual who was a participant in the Erie Plan before December 31, 2011 and whose individual account under the Erie Plan is transferred to the Plan in connection with the Erie Plan Merger.
- 1.24 “Fiduciary” or “Named Fiduciary” means any person who, with respect to this Plan:
- (a) exercises any discretionary authority or discretionary control respecting management of such Plan or exercises any authority or control respecting management or disposition of its assets;
 - (b) renders investment advice for a fee or other compensation direct or indirect, with respect to any moneys or other property of such Plan, or has any authority or responsibility to do so;
 - (c) has any discretionary authority or discretionary responsibility in the administration of the Plan; or
 - (d) any person who has been designated by a Named Fiduciary pursuant to authority granted by the Plan, who acts to carry out a fiduciary responsibility, subject to any exceptions granted directly or indirectly by ERISA.
- 1.25 “Former Participant” means a person who has been a Participant, or an Erie Plan Participant, but

who has ceased to be a Participant, or an Erie Plan Participant, for any reason and who has an undistributed Account balance under the Plan.

1.26 “Hardship Withdrawal” means a withdrawal pursuant to Section 6.16.

1.27 “Highly Compensated Employee” means effective January 1, 1997, as determined in accordance with Code Section 414(q), any Employee who:

- (a) was at any time a five percent owner (as defined in Code Section 416(i)(1)), or
- (b) received Compensation (within the meaning of Code Section 414(g)(4)) from the Employer in excess of \$80,000 (as indexed).

A former Employee shall be treated as a Highly Compensated Employee if he was a Highly Compensated Employee when he separated from service, or if he was a Highly Compensated Employee at any time after attaining age 55.

1.28 “Hour of Service”

- (a) An Employee shall be credited with an Hour of Service for each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer or an affiliated employer for the performance of duties, and for each hour for which the Employee is directly or indirectly paid, or entitled to such payment, by the Employer or an affiliated employer for reasons other than for the performance of duties irrespective of whether the employment relationship has terminated (such as vacation, holidays and other hours for which an Employee is paid under the applicable Collective Bargaining Agreements) during the applicable computation period. These hours shall include overtime hours, but credit is required to be given only for the hours actually worked irrespective of any increase in the rate of pay for such hours.
- (b) An Employee shall be credited with an Hour of Service for which back pay has been awarded or agreed to by the Employer. These Hours shall be credited to the Employee for the period or periods to which the award, agreement or payment pertains. The Hours to be credited will be determined without regard to the mitigation of damages for reasons such as the Employee’s bad faith or receipt of compensation from other sources during the period wrongfully not employed.
- (c) The number of an Employee’s Hours of Service and the Plan Year or other computation period to which they are to be credited shall be determined in accordance with Sections 2530.200b-2(b) and (c) of the Rules and Regulations for Minimum Standards for Employee Pension Benefit Plans, which sections are herein incorporated by reference.
- (d) Hours shall not be duplicated under both subparagraphs (a) and (b).
- (e) Hours of Service shall include hours that a Participant would have worked had such Participant not been on Military Leave. If such hours cannot be determined within a reasonable degree of certainty, then the Hours of Service credited to the Participant will be based upon the average number of hours worked in the twelve month period (or his shorter period of employment if less than twelve months) immediately before such Participant began his Military Leave. This subsection shall apply with respect to a period of Military Leave for which reemployment is initiated on or after December 12, 1994, provided that

the Participant complies with all the requirements of Federal Law in order to be entitled to reemployment and provided further that the Participant returns to employment with an Employer within the period provided by such law.

- 1.29 “Limitation Year”, for purposes of Section 4.05 (Code Section 415), shall mean each twelve consecutive month period beginning on January 1st.
- 1.30 “Married Participant” means a Participant who is lawfully married under state law on the date benefits become payable pursuant to Article VI of the Plan.
- 1.31 “Military Leave” means, in accordance with Code Section 414(u), any service in the Uniformed Services including the performance of duty on a voluntary or involuntary basis with all types of military training or service. Specifically, this includes service, performed under competent authority, in the nature of active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty and a time necessary for a person to be absent from employment for an examination to determine the fitness of the person to perform any of these duties.
- 1.32 “Money Purchase Account” means the book account maintained for each Participant pursuant to Article IV to record the Participant’s interest in the Plan attributable to Employer Contributions received on behalf of the Participant prior to January 1, 2011.
- 1.33 “Non-Highly Compensated Employee” means any Employee or former Employee who is not a Highly Compensated Employee.
- 1.34 “Normal Retirement Age” means a Participant’s 57th birthday. A Participant shall have a 100% non-forfeitable vested interest in his Employer Contribution Account upon attainment of his Normal Retirement Age.
- 1.35 “Owner-Employee” means a sole proprietor who owns the entire interest in the Employer or a partner who owns more than ten percent of either the capital interest or the profits interest in the Employer and who receives income for personal services from the Employer.
- 1.36 “Participant” means any Employee who has begun to participate in this Plan as provided for in Article II, including Erie Plan Participants, and has not for any reason become ineligible to participate further in the Plan.
- 1.37 “Participating Employer” means any Employer who participates under this Plan.
- 1.38 “Plan” means the “Three Rivers Annuity Fund,” and all amendments hereto, adopted from time to time. Prior to January 1, 2011, the Plan shall be a money purchase plan (within the meaning of Section 401(a)(27) of the Code), and from and after January 1, 2011, the Plan shall be a profit-sharing plan (within the meaning of Section 401(a)(27) of the Code.)
- 1.39 “Plan Administrator” or “Administrator” means the Trustees of the Three Rivers Annuity Fund.
- 1.40 “Plan Year” means each twelve month period beginning on January 1st of each year and ending on the following December 31st (also applicable prior to the original Effective Date of the Plan).
- 1.41 “Pre-Retirement Survivor Annuity” means an immediate annuity for the life of the Participant’s Spouse, the payments under which must be equal to the amount of benefit which can be purchased

with the Accounts of a Participant used to provide the death benefit under the Plan.

- 1.42 “Profit Sharing Account” means the book account maintained for each Participant pursuant to Article IV to record the Participant’s interest in the Plan attributable to Employer Contributions received on behalf of the Participant on and after January 1, 2011, including amounts transferred pursuant to the Erie Plan Merger.
- 1.43 “Re-Employment Commencement Date” means the date on which an Employee first completes an Hour of Service following his re-employment after incurring a one year Break in Service.
- 1.44 “Related Employer” means any corporation, trade or business which is a member of a controlled group of corporations (as defined in Code Section 414(b)), which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to regulations under Code Section 414(o).
- 1.45 “Retirement Date” means the date of actual retirement of a Participant which may be that person’s Normal or Disability Retirement Date, whichever is applicable to him pursuant to Article V of the Plan.
- 1.46 “Rollover Account” means an account established pursuant to Section 3.04 of the Plan.
- 1.47 “Sponsor” means the Trustees of the Three Rivers Annuity Fund.
- 1.48 “Spouse” means a person who is lawfully married under state law to the Participant on the date of the Participant’s death.
- 1.49 “Trustees” means the individuals appointed or elected to administer the Plan, deemed to be the Named Fiduciary of the Plan with respect to the administration and operation of the Plan for the purposes of the Act, and designated from time to time as Employer Trustees and Union Trustees pursuant to the terms of the Plan.
- 1.50 “Uniformed Services” means, in accordance with Code Section 414(u), the US armed services (including the cost guard), the army national guard and the air national guard (when engaged in active duty for training, inactive duty training, or full-time national guard duty), and any other category designated by the President in time of war or emergency.
- 1.51 “Union” means the Local Union No 9 of the Bricklayers and Allied Crafts and the Operative Plasterers and Cement Masons International Union Local No. 179.
- 1.52 “Valuation Date” means each business day and such other dates as may be established by the Plan Administrator from time to time.

ARTICLE II ELIGIBILITY

- 2.01 Eligibility Requirements: Any Employee who is represented by the Union and is employed by a Participating Employer shall become a Participant as of the Entry Date.

- 2.02 Determination of Eligibility: The Plan Administrator shall determine the eligibility of each Employee for participation in the Plan based upon information furnished by the Employer.
- 2.03 Termination of Participation: Participation in the Plan shall cease effective as of the first day of the Plan Year in which an Employee incurs a Break in Service.
- 2.04 Omission of Eligible Employee: If, in any Plan Year, any Employee who should be included as a Participant in the Plan is erroneously omitted and discovery of such omission is not made until after an Employer Contribution by his Employer for the year has been made, the Employer shall make a subsequent contribution with respect to the omitted Employee in the amount which the said Employer would have contributed with respect to him had he not been omitted. Such contribution shall be made regardless of whether or not it is deductible in whole or in part in any taxable year under applicable provisions of the Code.
- 2.05 Inclusion of Ineligible Employee: If, in any Plan Year, any person who should not have been included as a Participant in the Plan is erroneously included and discovery of such incorrect inclusion is not made until after a contribution for that year has been made, the Employer shall not be entitled to recover the contribution made with respect to the ineligible person regardless of whether or not a deduction is allowable with respect to such contribution. In such event, the amount contributed with respect to the ineligible person shall constitute a forfeiture for the Plan Year in which the discovery is made and shall be allocated to the Plan Participants for such Plan Year in the same rates as the Employer Contribution for such Plan Year.
- 2.06 Change of Eligibility Status: If a Participant is transferred to employment with a Related Employer who has not adopted the Plan, or he is no longer an eligible Employee, his participation under the Plan shall be suspended, provided, however, that during the period of his employment in such ineligible position:
- (a) his Employer Contribution Account shall receive no Employer Contribution allocations under Section 4.04,
 - (b) he shall continue to participate in income allocations pursuant to Section 4.03, and
 - (c) no distributions shall be made to said Former Participant until he terminates his employment with the Employer.
- 2.07 Control of Entities by Owner-Employee:
- (a) If this Plan provides contributions or benefits for one or more Owner-Employees who control both the business for which this Plan is established and one or more other entities, this Plan and the plan established for other trades or businesses must, when looked at as a single plan, satisfy Code Sections 401(a) and (d) for the Employees of this and all other entities.
 - (b) If the Plan provides contributions or benefits for one or more Owner-Employees who control one or more other trades or businesses, the employees of the other trades or businesses must be included in a plan which satisfies Code Sections 401(a) and (d) and which provides contributions and benefits not less favorable than provided for Owner-Employees under this Plan.

- (c) If an individual is covered as an Owner-Employee under the plans of two or more trades or businesses which are not controlled and the individual controls a trade or business, then the benefits or contributions of the employees under the plan of the trades or businesses which are controlled must be as favorable as those provided for him under the most favorable plan of the trade or business which is not controlled.
- (d) For purposes of the preceding paragraphs, an Owner Employee, or two or more Owner-Employees, will be considered to control an entity if the Owner-Employee, or two or more Owner-Employees together:
 - (1) own the entire interest in an unincorporated entity, or
 - (2) in the case of a partnership, own more than fifty percent of either the capital interest or the profits interest in the partnership.
- (e) For purposes of the preceding sentence, an Owner Employee, or two or more Owner-Employees, shall be treated as owning any interest in a partnership which is owned, directly or indirectly, by a partnership which such Owner-Employee, or such two or more Owner-Employees, are considered to control within the meaning of the preceding sentence.

ARTICLE III CONTRIBUTIONS

3.01 Employer Contributions:

- (a) Each Participating Employer shall, for each Plan Year, pay to the Trustees for allocation to the Employer Contribution Accounts of its Participants the amount which is specified in the Collective Bargaining Agreement, including amendments, extensions, or renewals thereof.
- (b) The amount necessary to pay expenses of administering the Trust, including the Trustee's compensation, if any, is included in the contribution rate designated under the Collective Bargaining Agreement. Administrative expenses shall be the primary responsibility of the Trust and the Trustees shall not seek reimbursement from the Employer. Expenses which are directly related to investment transactions such as broker's commission and contract loadings, or payment of taxes shall be paid out of the assets of the Trust or from a Participant's Account when an expense item is specifically related to his Account.

3.02 Time of Payment of Employer Contribution: The Employer shall pay to the Plan its Employer Contribution to the Plan for each Plan Year within the time prescribed by the Collective Bargaining Agreement or otherwise prescribed by the Trustees.

3.03 Employee Contributions: Employee contributions are not permitted under this Plan.

3.04 Rollover Amount from Other Plans:

- (a) With the consent of the Administrator, amounts may be transferred from other qualified plans, provided that the trust from which such funds are transferred permits the transfer to be made. The amounts transferred shall be set up in a separate account herein referred to as a "Rollover Account". Such account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

- (b) Amounts in a Participant's Rollover Account shall be held by the Trustees pursuant to the provisions of this Plan, and such amounts may not be withdrawn by, or distributed to the Participant, in whole or in part, except as provided in Paragraph (c) of this Article.
- (c) At Normal Retirement Date, or such other date when the Participant or his Beneficiary shall be entitled to receive benefits, the fair market value of the Participant's Rollover Account shall be used to provide additional benefits to the Participant in the normal form or such other optional method that the Participant or his Beneficiary elects pursuant to Article VI.
- (d) Unless the Administrator directs that the Participant's Rollover Account must be segregated into a separate account for each Participant in a federally insured savings account, certificate of deposit in a bank or saving and loan association, money market certificate, or other short-term debt security acceptable to the Trustees, it shall be invested as part of the general Plan and shall share in any income earned thereon, any investment gains and losses, less any expenses, pursuant to the terms of the Plan and Trust.
- (e) The Administrator may direct that Employee transfers made after the first month of the Plan Year pursuant to this Section may be segregated into a separate account for each Participant in a federally insured savings account, certificate of deposit in bank or savings and loan association, money market certificate, or other short-term debt security acceptable to the Trustees until such time as the allocations pursuant to the Plan and Trust have been made.
- (f) For purposes of this Article the term "amounts transferred from another qualified plan" shall mean:
 - (1) amounts transferred to this Plan directly from another qualified plan, and
 - (2) lump sum distributions received by an Employee from another qualified plan which are eligible for tax free rollover treatment and which are transferred by the Employee to this Plan within 60 days following his receipt thereof;
 - (3) amounts transferred to this Plan from a conduit individual retirement account provided that the conduit individual retirement account has no assets other than assets which
 - (A) were previously distributed to the Employee by another qualified corporate (and after December 31, 1983, noncorporate) plan as a lump sum distribution,
 - (B) were eligible for tax free rollover treatment to a qualified plan, and
 - (C) were deposited in such conduit individual retirement account within 60 days of receipt thereof and other than earnings on said assets; and
 - (4) amounts distributed to the Employee from a conduit individual retirement account meeting the requirements of clause (3) above, and transferred by the Employee to this Plan within 60 days of his receipt thereof from such conduit individual retirement account. Prior to accepting any transfers to which this Article applies the Administrator may require the Employee to establish that the amounts to be

transferred to this Plan meet the requirements of this Article and may also require the Employee to provide an opinion of counsel satisfactory to the Employer that the amounts to be transferred meet the requirements of this Article.

- (g) A Plan to Plan transfer is not considered a distribution and is not subject to the provisions of this subsection.
- (h) For purposes of this Article, the term “qualified plan” means any tax qualified plan under Code Section 401(a).
- (i) Notwithstanding anything herein to the contrary, a transfer directly from another qualified plan (or a transaction having the effect of such a transfer) shall only be permitted if it will not result in the elimination or reduction of any “Section 411(d)(6) protected benefit” as described in Section 10.01.

ARTICLE IV ALLOCATIONS

- 4.01 Accounts: The Plan Administrator shall create and maintain adequate records to disclose the interest in the Plan of each Participant. Such records shall be in the form of individual Accounts. Credits and charges shall be made to such Accounts in the manner herein described. When appropriate, a Participant shall have two main Accounts, i.e., an Employer Contribution Account and a Rollover Account. The Employer Contribution Account is comprised of the Participant’s Money Purchase Account and Profit Sharing Account. The maintenance of separate Accounts is only for accounting purposes and a segregation of the assets of the Plan to any such Account shall not be required .
- 4.02 Asset Valuation: The Trustee as of the Allocation Date, shall determine the fair market value of the Plan.
- 4.03 Employer Contribution: The Plan Administrator, as of the Allocation Date, shall allocate to each Participant’s Accounts the amounts contributed by the Employer on his behalf pursuant to Article III. Employer Contributions received prior to January 1, 2011 shall be credited to the Participant’s Money Purchase Account, and Employer Contributions received on and after January 1, 2011 shall be credited to the Participant’s Profit Sharing Account.
- 4.04 Maximum Annual Addition:
- (a) The Annual Additions allocated to any Participant’s Accounts under this Plan in a Limitation Year, plus all Annual Additions allocated to such Participant under any other defined contribution plan of the Employer for such Limitation Year, shall not exceed the lesser of:
 - (1) With respect to Limitation Years beginning on or before December 31, 1994, \$30,000 (or, if greater, one-fourth of the defined benefit dollar limitation set forth in Code Section 415(b)(1) as in effect for the Limitation Year,

With respect to Limitation Years beginning after December 31, 1994, \$30,000; or
 - (2) twenty-five percent of the Participant’s Compensation (within the meaning of Code

Section 415(c)(3)) for such Limitation Year.

This Compensation limitation shall not apply to any contribution for medical benefits (within the meaning of Code Section 401(h) or Section 419A(f)(2) which is otherwise treated as an Annual Addition under Code Section 415(1)(1) or 419A(d)(2).

- (3) The Annual Addition for any Limitation Year beginning before January 1, 1987 shall not be recomputed to treat all Employee Contributions as an Annual Addition.
- (4) If a short Limitation Year is created because of an amendment changing the Limitation Year to a different twelve consecutive month period, the maximum permissible amount will not exceed the defined contribution dollar limitation in (1) above multiplied by the following fraction: Number of months in the short Limitation Year divided by 12.
- (5) Effective for Limitation Years beginning after December 31, 2001, the annual addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:
 - (a) \$40,000, as adjusted for increases in the cost-of-living under Code §415(d), or
 - (b) 100 percent of the Participant's Compensation, within the meaning of Code § 415(c)(3), for the Limitation Year.

The Compensation limit referred to in (b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code § 401(h) or Code § 419A(f)(2)) which is otherwise treated as an annual addition.

- (b) "Annual Additions" for the purpose of subparagraph 4.05(a) means the sum for any Limitation Year of:
 - (1) Employer Contributions (including amounts contributed pursuant to a Salary Reduction Agreement);
 - (2) the amount of the Participant's Employee Contributions;
 - (3) Forfeitures;
 - (4) Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(1)(2) which is part of a pension or annuity plan maintained by the Employer; and
 - (5) Amounts derived from contributions paid or accrued after December 31, 1985 in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to a separate account of a Key Employee (as defined in Code Section 419A(d)(3)) under a welfare benefit plan (as defined in Code Section 419(e)) maintained by the Employer.

Notwithstanding the foregoing, for Limitation Years beginning prior to January 1,

1987, only that portion of Employees contributions equal to the lesser of Employee contributions in excess of six percent of Compensation or one-half of Employee Contributions shall be considered an Annual Addition.

- (c) For purposes of applying the limitations of Code Section 415, the transfer of funds from one qualified plan to another is not an Annual Addition. In addition, the following are not Employee contributions for the purposes of Section 4.05(b)(2):
 - (1) rollover contributions (as defined in Code Section 402(a)(5), 403(A)(4), 403(b)(8) and 408(d)(3));
 - (2) repayments of loans made to a Participant from the Plan;
 - (3) repayments of distributions received by an Employee pursuant to Code Section 411(a)(7)(B) (cashouts);
 - (4) repayments of distributions received by an Employee pursuant to Code Section 411(a)(3)(D) (mandatory contributions); and
 - (5) Employee contributions to a simplified employee pension excludable from gross income under Code Section 408(k)(6).
- (d) Prior to January 1, 2000, if an Employee is a Participant in one or more defined benefit plans and one or more defined contribution plans maintained by the Employer, the sum of the defined benefit plan fraction and the defined contribution plan fraction for any Limitation Year may not exceed 1.0. Effective January 1, 2000 the requirements of this paragraph shall no longer be applicable.

The defined benefit plan fraction for any Limitation Year is a fraction the numerator of which is the Participant's projected annual benefit under the Plan (determined as of the close of the Plan Year), and the denominator of which is the lesser of: (1) the product of 1.25 multiplied by the maximum dollar limitation in effect under Code Sections 415(b) and (d) for such Limitation Year, or (2) the product of 1.4 multiplied by the highest average Compensation, including any adjustments under Code Section 415(b).

Notwithstanding the above, if the Participant was a Participant as of the first day of the first Limitation Year beginning after December 31, 1986, in one or more defined benefit plans maintained by the Employer which were in existence on May 6, 1986, the denominator of this fraction will not be less than 125 percent of the sum of the annual benefits under such plans which the Participant had accrued as of the close of the last Limitation Year beginning before January 1, 1987, disregarding any changes in the terms and conditions of the Plan after May 5, 1986. The preceding sentence applies only if the defined benefit plans individually and in the aggregate satisfied the requirements of Section 415 for all Limitation Years beginning before January 1, 1987.

The defined contribution plan fraction for any Limitation Year is a fraction:

- (1) the numerator of which is the sum of the Annual Additions to the Participant's Accounts as of the close of such Limitation Year (including the Annual Additions attributable to the Participant's nondeductible employee contributions to all defined benefit plans, whether or not terminated, maintained by the Employer, and the

Annual Additions attributable to all welfare benefit funds, as defined in Code Section 419(e), and individual medical accounts, as defined in Code Section 415(1)(2), maintained by the Employer), and

- (2) the denominator of which is the sum of the lesser of the following amounts determined for such Limitation Year and each prior Limitation Year with the Employer:
 - (A) the product of 1.25 multiplied by the dollar limitation determined under Code Sections 415(b) and (d) in effect under Code Section 415(c)(1)(A), or
 - (B) thirty-five percent of the Participant's Compensation for such year.

For Limitation Years beginning prior to January 1, 1987, the Annual Addition shall not be recomputed to treat all Employee contributions as an Annual Addition.

If the Employee was a Participant as of the end of the first day of the first Limitation Year beginning after December 31, 1986, in one or more defined contribution plans maintained by the Employer which were in existence on May 6, 1986, the numerator of this fraction will be adjusted if the sum of this fraction and the defined benefit fraction would otherwise exceed 1.0 under the terms of the Plan. Under the adjustment, an amount equal to the product of (i) the excess of the sum of the fractions over 1.0 times (ii) the denominator of this fraction, will be permanently subtracted from the numerator of this fraction. The adjustment is calculated using the fractions as they would be computed as of the end of the last Limitation Year beginning before January 1, 1987, and disregarding any changes in the terms and conditions of the Plan made after May 5, 1986, but using the Section 415 limitation applicable to the first Limitation Year beginning on or after January 1, 1987.

- (e) For purposes of the above limitations, all defined benefit plans of the Employer, whether or not terminated, are to be treated as one defined benefit plan and all defined contribution plans of the Employer, whether or not terminated, are to be treated as one defined contribution plan.

In the case of a group of Related Employers, all such Employers shall be considered a single Employer for purposes of applying the limitation of Code Section 415.

- (f) If the sum of the defined benefit plan fraction and the defined contribution plan fraction shall exceed 1.0 in any Limitation Year for any Participant in this Plan, the Administrator shall limit, to the extent necessary, the "Annual Additions" to such "Participant's Account" for such Limitation Year. If, after limiting the "Annual Additions" to such "Participant's Account" for the Limitation Year, the sum of the defined benefit plan fraction and the defined contribution plan fraction still exceed 1.0, the Administrator shall then adjust the numerator of the defined benefit plan fraction so that the sum of both fractions shall not exceed 1.0 in any Limitation Year for such Participant.
- (g) Except as specifically permitted in the Regulations of the Secretary of the Treasury under Code Section 415, the benefits paid or payable at any time shall not exceed the limitations of this Section.

- (h) Notwithstanding anything else contained in this Section, payments made by the later of 2 ½ months after severance from employment or the end of the Limitation Year that includes the date of severance from employment are included in compensation for the Limitation Year if, absent a severance from employment, such payments would have been paid to the Participant while the Participant continued in employment with the employer and are regular compensation for services during the employee's regular working hours, compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation.

4.05 Adjustment for Excessive Contributions:

- (a) If as a result of facts and circumstances to which Regulation 1.415-6(b)(6) shall be applicable, the Annual Additions under this Plan would cause the maximum Annual Additions to be exceeded for any Participant, the Administrator shall, to the extent permitted under applicable law:
 - (1) hold any excess amounts in a "Section 415 suspense account", which will not share in gains and losses of the Trust,
 - (2) allocate and reallocate the Section 415 suspense account in the next Limitation Year (and succeeding Limitation Years if necessary) to all Participants in the Plan before any Employer Contributions which would constitute Annual Additions are made to the Plan for such Limitation Year, and
 - (3) reduce Employer Contributions to the Plan for such Limitation Year by the amount of the "Section 415 suspense account" allocated and reallocated during such Limitation Year.

In no event shall any excess amounts in the Section 415 suspense accounts be distributed to a Participant or Former Participant.

- (b) In the event the Employer makes an excessive contribution to the Trust under a mistake of fact, as that term is used in Section 403(c)(2)(A) of the Act, the Employer shall demand repayment of such excess contribution at any time within six months following the time the Trustees determine that the contribution was made by mistake, and the Trustees shall return such amount to the Employer within the six month period. Earnings of the Plan attributable to the excess contributions may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

ARTICLE V
ELIGIBILITY FOR DISTRIBUTION OF ACCOUNTS

5.01 Normal Retirement: A Participant whose employment with the Employers terminates at or after his Normal Retirement Age shall be eligible to receive a distribution of his Accounts at the time and in the manner provided for in Article VI.

5.02 Disability Benefit:

- (a) A Participant who becomes disabled shall be eligible to receive a distribution of his Accounts at the time and in the manner provided for in Article VI.

- (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, 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.

- (c) For any application or claim for benefits under the Erie Plan made by an Erie Plan Participant before December 31, 2011, the terms “disability” and “disabled” shall mean a disability caused by bodily injury or disease which prevents an Erie Plan Participant from engaging in his trade or profession for which he is or was a Participant in the Erie Plan, and which disability is deemed by the Erie Plan Participant’s physician and/or a qualified physician approved by the Trustees, to likely be permanent and continuous during the Erie Plan Participant’s lifetime. The Trustees shall consider qualification for disability benefits under Social Security as suitable evidence of permanent disability.

5.03 Death Benefit: If a Participant or Former Participant dies prior to his Annuity Starting Date, his Beneficiary shall be eligible to receive a distribution of the Participant’s Accounts at the time and in the manner provided for in Article VI (For this purpose, the Trustees may require such proof of death and evidence of Beneficiary status as they deem necessary.)

5.04 Termination Benefit:

- (a) A Participant whose employment with the Employers terminates for a reason other than normal retirement under Section 5.01, disability under Section 5.02, or death under Section 5.03 shall be eligible to receive a distribution of his Accounts at the time and in the manner provided for in Article VI, subject to the deduction of a termination fee established from time to time by the Trustees if distributed before the Participant’s attainment of age 57 or before his disability within the meaning of Section 5.02(b).
- (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 six (6) 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) or (ii).

5.05 Hardship Withdrawals: Effective January 1, 2011, a Participant may be eligible for a Hardship Withdrawal pursuant to Section 6.16.

5.06 HEART Act -- Death Benefits Under USERRA:

Effective January 1, 2007, if a Participant dies while performing qualified military service (as defined in Code section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death pursuant to Code section 401(a)(37).

5.07 Special Early Distribution for Erie Plan Participants:

An Erie Plan Participant who (i) attains age fifty-nine and one-half (59 ½), (ii) is an active member of the Union, and (iii) has an Erie Plan Accrued Benefit in excess of \$500, shall be eligible for a Special Early Distribution up to the amount of his Erie Plan Accrued Benefit. The eligible Erie Plan Participant may take one Special Early Distribution per year, assuming he still has an Erie Plan Accrued Benefit. The Erie Plan Accrued Benefit shall be reduced for each Special Early Distribution received by the Erie Plan Participant.

ARTICLE VI DISTRIBUTION OF ACCOUNTS

6.01 In General:

- (a) Except for distributions of small Accounts and the required distribution of Accounts, application for distribution of Accounts shall be made by the Participant or Beneficiary, within the 180 day period preceding the Annuity Starting Date and approved by the Trustees before distribution is made.
- (b) The value of the Participants Accounts to be distributed in accordance with this Article VI shall be the value of the Participant's Accounts as of the Valuation Date preceding the date of distribution plus any contributions made on the Participant's behalf under the Plan after said Valuation Date.
- (c) Any distribution to be made from a Participant's Employer Contribution Account shall be charged against that Account. If a Participant has more than one Employer Contribution Account and the distribution is less than full value of the Accounts, unless the Plan otherwise specifies the Account from which the distribution is to be made, the distribution shall be made from the Participant's Money Purchase Account and the Profit Sharing Account, in that order.

6.02 Time of Distribution to Participants:

- (a) Distribution of Accounts to a Participant shall be made or commence within a reasonable period after the later of (i) the date of his eligibility for distribution or (ii) the date he files the application for distribution; provided, however, the Trustees may establish a uniform date (no less frequently than quarterly) for the processing of applications for distribution.
- (b) Notwithstanding subsection (a) of this Section, but subject to the distribution of small Accounts and required distributions of Accounts, distribution of Accounts to a Participant shall not be made any earlier than 30 days after, nor later than 180 days after, the date the Participant is provided with the information described in Section 6.04(f); provided, however, if the Participant applies for the distribution within the 30 day period following the date the Participant is provided with said information, distribution may be made at any time after the end of the seven day period that begins after the date the Participant is provided with said information.
- (c) Distribution of a Participant's Accounts shall, as required by Code § 401(a)(14), be made or commence to the Participant no later than 60 days after the close of the Plan Year in which the Participant attains his Normal Retirement Age, attains the tenth anniversary of his participation in the Plan or terminates employment with the Employers, whichever is the latest; provided, however, subject to the required distribution of Accounts, (i) such Participant may elect a later date of distribution, and (ii) such Participant's failure to file an application for distribution shall be deemed to be such an election of a later date of distribution.

6.03 Forms of Distribution to Participants:

The forms for distribution of Accounts to a Participant shall be:

- (a) a single total payment;
- (b) prior to the Participant's required beginning date, a single partial payment, but not more frequently than twice each Plan Year;
- (c) monthly installments in an amount selected in writing by the Participant;
 - (1) Each monthly installment shall be made in the amount elected by the Participant until the distribution of the entire value of his Accounts; provided, however, in a written election filed with the Trustees, the Participant may at any time elect to change the amount of each monthly installment or to receive the remaining value of his Accounts in a single payment. However, the amount shall not be changed more frequently than twice each year.
 - (2) If a Participant dies after payment of the monthly installments has begun, the remaining value of his Accounts shall be paid in a manner consistent with the requirements of Code § 401(a)(9) to his Beneficiary thereunder in monthly installments at the rate theretofore used, or if elected by such Beneficiary in a written election filed with the Trustees, a single total payment. If there is an amount to the credit of the Participant's Accounts at the death of the Beneficiary receiving monthly installments after the Participant's death, and if a contingent Beneficiary

has not been designated by the Participant to continue receiving the monthly installments, said amount shall be paid in a single payment to the personal representative of said Beneficiary, or if none, the persons entitled to the Beneficiary's estate under the intestate laws of the state in which the Beneficiary resides.

- (d) the purchase of an immediate term certain annuity (payable from the Annuity Starting Date) for a period not extending beyond the life expectancy of the Participant (as determined for purposes of Code § 401(a)(9)).
- (e) if the Participant does not have a Spouse on the Annuity Starting Date, an immediate single life annuity (payable from the Annuity Starting Date) which provides annuity income to the Participant for his lifetime only; and
- (f) if the Participant has a Spouse on the Annuity Starting Date, an immediate 50% or 100% joint and survivor annuity which provides annuity income (payable from the Annuity Starting Date) to the Participant for his lifetime, with the provision that upon his death, 50% or 100%, as elected by him at the time he elects this form of distribution, of the income previously payable to the Participant is continued to and for the lifetime of his surviving Spouse to whom he was married on his Annuity Starting Date.

6.04 Election of Form of Distribution to Participant:

- (a) During the 180 day period ending on the Participant's Annuity Starting Date, a Participant shall elect a form of distribution available under Section 6.03 for the distribution of his Accounts in a written election filed with the Trustees in the manner prescribed by them. If applicable, said election must designate a Beneficiary to receive any amounts payable under the form of distribution after the Participant's death. Said election may be made, revoked or changed at any time and any number of times during said 180 day period, but may not be made, revoked or changed thereafter.
- (b) If the Participant does not elect the form for the distribution of his Accounts, the form of distribution shall be:
 - (1) if the Participant does not have a Spouse on his Annuity Starting Date, the single life annuity under Section 6.03(e); or
 - (2) if the Participant has a Spouse on his Annuity Starting Date, the 50% joint and survivor annuity under Section 6.03(f).
- (c) If a Participant has a Spouse on the Annuity Starting Date, an election made by such Participant under subsection (a) of this Section of a form of distribution other than the 50% or 100% qualified joint and survivor annuity under Section 6.03(f), and if applicable, his designation of a Beneficiary under said form of distribution, shall not be effective unless:
 - (1) the Participant's Spouse consents in writing to said election and, if applicable, said Beneficiary designation, and such spousal consent acknowledges the effect of said election and is witnessed by a Plan representative or a notary public; or
 - (2) the Participant establishes to the Trustees' satisfaction that there is no Spouse, that the Spouse cannot be located, or that such other conditions exist as may be

prescribed by regulations issued by the Secretary of the Treasury.

- (d) Spousal consent granted pursuant to subsection (c) of this Section to a Participant's election shall be effective only with respect to the Spouse granting said consent and shall be irrevocable by the Spouse with respect to that election.
- (e) If a form of distribution elected by the Participant with the consent of his Spouse pursuant to subsection (c) of this Section permits the Participant to change the designated Beneficiary under that form of distribution, the designation of such a Beneficiary other than his Spouse shall not be effective unless either (i) his Spouse consents to the designation in the manner prescribed by this Section or (ii) his Spouse previously executed in the manner prescribed by this Section a general spousal consent which permits the Participant to change such a Beneficiary without further spousal consent and which acknowledges that the Spouse voluntarily relinquished the right to limit spousal consent to a specific Beneficiary.
- (f) To the extent and in the manner required by the Code and ERISA, no less than 30 days before and no more than 180 days before a Participant's Annuity Starting Date, the Trustees shall provide the Participant with (i) a general description of the material features of the forms of distribution for his Accounts and the relative values of each, (ii) an explanation of the Participant's right to elect each form of distribution, his right to a 30 day period for such election, and the spousal consent requirements for such election, and (iii) a notice of the Participant's right to defer distribution of his Accounts.

6.05 Time of Distribution to Beneficiaries:

Distribution of Accounts to a Beneficiary pursuant to Section 5.03 shall be made or commence within a reasonable period after the date the Beneficiary files the application for distribution; provided, however, the Trustees may establish a uniform date (no less frequently than quarterly) for the processing of applications for distribution.

6.06 Forms of Distribution to Beneficiaries:

- (a) The forms for distribution of a Participant's Accounts to a Beneficiary shall be:
 - (1) a single total payment; and
 - (2) prior to the date payment to the Beneficiary is required to begin under Code Section 401(a)(9), and if the Beneficiary is the Participant's Spouse, a single partial payment, but not more frequently than twice each Plan Year;
 - (3) if the Beneficiary is the Participant's Spouse, monthly installments in an amount selected in writing by the Beneficiary:
 - (A) Each monthly installment shall be made in the amount elected by the Beneficiary until the distribution of the entire value of his Accounts; provided, however, in a written election filed with the Trustees, the Beneficiary may at any time elect to change the amount of each monthly installment or to receive the remaining value of his Accounts in a single payment. However, the amount shall not be changed more frequently than

twice each year.

- (B) If there is an amount to the credit of the Participant's Accounts at the death of the Beneficiary, said amount shall be paid in a single payment to the contingent beneficiary designated by the Beneficiary to receive such payment. If a contingent beneficiary has not been so designated by the Beneficiary, said amount shall be paid in a single payment to the personal representative of said Beneficiary, or if none, the persons entitled to the Beneficiary's estate under the intestate laws of the state in which the Beneficiary resides.
- (4) the purchase of an immediate term certain annuity for a period not extending beyond the life expectancy of the Beneficiary (as determined for purposes of Code § 401(a)(9)).
- (b) The form for the distribution of a Participant's Accounts to the Beneficiary shall be elected by the Beneficiary in a written election filed with the Trustees in the manner prescribed by them. If the Beneficiary fails to elect the form for the distribution of the Participant's Accounts, then subject to Section 6.07, the form of distribution shall be the single total payment.

6.07 Spouse's Pre-Retirement Survivor Annuity:

- (a) If a Participant has a Spouse on the date of his death for which distribution is to be made under Section 5.03, then notwithstanding any contrary provisions, unless elected otherwise in accordance with this Section, 100% of such Participant's Accounts shall be distributed to the Spouse of said Participant in the form of a single life annuity which provides annuity income to the Spouse for life, with payments beginning thereunder as elected by the Spouse.
- (b) A Participant may elect in the manner set forth in subsection (d) of this Section to waive the Spouse's Pre-Retirement Survivor Annuity under this Section, provided that:
 - (1) said waiver states the Beneficiary for the benefit that would otherwise have been payable to the Spouse under this Section; and
 - (2) either -
 - (A) the Participant's Spouse consents in writing to said waiver and beneficiary designation and such spousal consent acknowledges the effect of said waiver and is witnessed by a Plan representative or a notary public; or
 - (B) the Participant establishes to the Trustees' satisfaction that there is no Spouse, that the Spouse cannot be located, or that such other conditions exist as may be prescribed by regulations issued by the Secretary of the Treasury.
- (c) A Participant may elect in the manner set forth in subsection (d) of this Section to revoke his waiver of the Spouse's Pre-Retirement Survivor Annuity. Said revocation shall not require spousal consent.

- (d) A Participant's waiver of the Spouse's Pre-Retirement Survivor Annuity, the Spouse's consent to said waiver, and the Participant's revocation of said waiver, shall all be made in writing filed with the Trustees in the manner prescribed by them. Said waiver or revocation may be made at any time and any number of times prior to the Participant's Annuity Starting Date; provided, however, if said waiver is made by a Participant (but not a Former Participant) prior to the first day of the Plan Year in which he attains age 35, said waiver shall automatically be revoked as of the first day of said Plan Year (at which time the Participant may make another waiver in accordance with the requirements of this Section).
- (e) Spousal consent granted pursuant to subsection (b) of this Section to a Participant's waiver of the Spouse's Pre-Retirement Survivor Annuity shall be effective only with respect to the Spouse granting said consent and shall be irrevocable by the Spouse with respect to that waiver.
- (f) The Spouse eligible for a Spouse's Pre-Retirement Survivor Annuity under this Section may elect after the Participant's death in writing filed with the Trustees in the manner prescribed by them to have distribution of the Spouse's Pre-Retirement Survivor Annuity made in a single total payment, single partial payment(s) or monthly installments under Section 6.06.
- (g) To the extent, in the manner, and at the time required by the Code and ERISA, the Trustees shall provide each Participant with a general explanation of the Spouse's Pre-Retirement Survivor Annuity under this Section.
- (h) A Beneficiary stated in connection with a Participant's waiver of the Spouse's Pre-Retirement Survivor Annuity cannot be changed to a Beneficiary other than the Participant's Spouse unless the requirements set forth in Section 6.08(d) are satisfied (or unless the Participant revokes the waiver and another Beneficiary is stated in connection with another waiver made under this Section).

6.08 Designation of Beneficiary:

- (a) A Participant shall designate, in a written beneficiary designation filed with the Trustees, a Beneficiary to receive the distributions due from the Plan in the event of his death.
- (b) If a Participant with a Spouse designates or has designated a Beneficiary other than his Spouse, said designation shall not be effective unless said Spouse consents in writing to said designation and said spousal consent acknowledges the effect of said designation and is witnessed by a Plan representative or a notary public. Said spousal consent shall be effective only with respect to the Spouse granting such consent and shall be irrevocable by that Spouse. Spousal consent shall not be required, however, if the Participant can establish to the Trustees' satisfaction that there is no Spouse, that the Spouse cannot be located or that such other condition exists as may be prescribed by regulations issued by the Secretary of the Treasury.
- (c) If there is no Beneficiary designated by the Participant or surviving at the death of the Participant, the Participant shall be deemed to have designated the following Beneficiaries with priority in the order named: (i) surviving Spouse of Participant, (ii) the personal representative of the Participant, (iii) the person(s) entitled to the Participant's estate under the intestate laws of the state in which the Participant resides.

- (d) A Participant may change his Beneficiary designation at any time in a written beneficiary designation filed with the Trustees; provided, however, for a Participant with a Spouse, such change of Beneficiary designation shall not be effective unless either (i) his Spouse consents to such change in the manner prescribed by subsection (b) of this Section or (ii) his Spouse previously executed in the manner prescribed by subsection (b) of this Section a general spousal consent which permits the Participant to change the Beneficiary without further spousal consent and which acknowledges that the Spouse voluntarily relinquished the right to limit spousal consent to a specific Beneficiary. A change of Beneficiary designation shall be effective only upon receipt by the Trustees.
- (e) In the event that a Participant becomes divorced after having executed a beneficiary designation form listing such divorced Spouse as the beneficiary and dies without having executed a beneficiary designation form after the date of divorce then the prior designation shall be void. The Plan shall treat the Participant as having died without naming a beneficiary and shall follow the beneficiary order listed in section 6.08(c).
- (f) For purposes of an Erie Plan Participant's designation of a Beneficiary and/or contingent Beneficiary, the beneficiary designation made by the Erie Plan Participant under the Erie Plan before December 31, 2011 shall not apply to determine the Beneficiary and/or contingent Beneficiary for the distribution of his Accounts under the Plan, which shall be determined in accordance with the Beneficiary and/or contingent Beneficiary designations made by the Erie Plan Participant pursuant to the terms of the Plan.

6.09 Distribution Without Consent:

- (a) Notwithstanding any contrary provisions, if the Participant's employment with the Employers has terminated and there has been no activity in the Participant's Accounts for at least two years, and if the value of the Accounts does not exceed \$1,000, said Accounts shall be distributed to him in a single total payment within a reasonable period thereafter; provided, however, the Trustees may establish a uniform date (no less frequently than quarterly) for the processing of such distributions of Accounts.
- (b) Notwithstanding any contrary provisions, if there has been no activity in the Participant's Accounts for at least two years, and if the value of the Accounts does not exceed \$1,000 upon the Participant's death, said Accounts shall be distributed to his Beneficiary in a single total payment within a reasonable period thereafter; provided, however, the Trustees may establish a uniform date (no less frequently than quarterly) for the processing of such distributions of Accounts.

6.10 Direct Rollover Election:

- (a) A Distributee who receives a distribution from the Plan which is an Eligible Rollover Distribution may elect to transfer said distribution to an Eligible Rollover Plan specified by the Distributee in a Direct Rollover.
- (b) Notwithstanding any contrary provisions of this Section (except as otherwise required by Code § 401(a)(31)), (i) a Direct Rollover can be elected for part of an Eligible Rollover Distribution only if the amount so elected is at least \$500, (ii) only one Eligible Rollover Plan may be designated for a Direct Rollover, (iii) a Direct Rollover election made with respect to one payment in a series of payments shall apply to all subsequent payments until

another election is made by the Distributee, and (iv) no Direct Rollover election is required to be provided for an Eligible Rollover Distribution of less than \$200 (when aggregated with all other expected Eligible Rollover Distributions for the taxable year).

- (c) For purposes of this Section, the following terms shall have the meaning given to them in this subsection.
- (1) “Direct Rollover” shall mean a payment by the Plan to the eligible retirement plan specified by the Distributee.
 - (2) “Distributee” shall mean (i) an Employee or former Employee and (ii) the Employee’s or former Employee’s surviving Spouse and the Employee’s or former Employee’s Spouse or former Spouse who is an alternative payee under a qualified domestic relations order, as defined in Code § 414(p), with respect to the interest of the Spouse or former Spouse.
 - (3) “Eligible Rollover Plan” shall mean an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b), and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan.
 - (4) “Eligible Rollover Distribution” shall mean any distribution of all or any portion of the balance to the credit of the Distributee under the Plan, but excluding (as applicable) (i) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the Distributee and the Distributee’s designated beneficiary or for a specified period of ten years or more, (ii) any distribution to the extent such distribution is required under Code § 401(a)(9), and (iii) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (d) Said election and Direct Rollover shall be made in accordance with procedures prescribed by the Trustees in conformance with Code § 401(a)(31).
- (e) In conformance with Code Section 402(c)(11), a Beneficiary (who is a non-Spouse) eligible to receive a distribution from the Plan on account of a Participant’s death may elect to transfer said distribution to an individual retirement plan (described in clause (i) or (ii) of Code Section 402(c)(8)(B) or, effective January 1, 2008, a Roth IRA as defined in Code Section 408A(b)) established by the Beneficiary for this purpose, provided that (i) the Beneficiary is not otherwise a Distributee, (ii) the Beneficiary is a designated beneficiary as defined in Code Section 401(a)(9)(E), and (iii) the distribution would otherwise be an Eligible Rollover Distribution but for the requirement that the distribution be made to a Distributee.

6.11 Minor Beneficiary:

If a Participant’s Accounts are distributable to a minor, such distribution shall be made (in full discharge of the liability therefor) to the legal guardian of said minor, or if none, to a parent of such

minor or a responsible adult with whom such minor maintains his residence, or to the custodian for such minor under the Uniform Gift to Minors Act if permitted under the laws of the state in which said minor resides.

6.12 Location of Participant or Beneficiary Unknown:

Notwithstanding any contrary provisions, a Participant's Accounts shall be forfeited if the Trustees are unable to locate the Participant or other individual to whom distribution of such Accounts is due. Any said forfeited Accounts shall be restored within a reasonable period after valid claim is made therefor by such Participant or other individual. Said restoration shall be made from the earnings of the Plan.

6.13 Qualified Domestic Relations Orders:

All rights and benefits and elections provided to a Participant under the Plan shall be subject to the terms of a "qualified domestic relations order" as said term is defined in Code Section 414(p) and ERISA Section 206(d)(3) and such procedures as the Trustees may establish for this purpose. In this regard, distribution may be made pursuant to a qualified domestic relations order prior to the Participant's termination of employment and prior to the Participant's "earliest retirement age" as said term is defined in Code Section 414(p) and ERISA Section 206(d)(3).

6.14 Required Distributions to Participants; Minimum Distribution Requirements:

(a) General Rules.

- (1) **Effective Date.** Unless an earlier effective date is specified, the provisions of this article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- (2) **Coordination with Minimum Distribution Requirements Previously in Effect.** If the Plan specifies an effective date of this article that is earlier than calendar years beginning with the 2003 calendar year, required minimum distributions for 2002 under this article will be determined as follows. If the total amount of 2002 required minimum distributions under the plan made to the distribute prior to the Effective Date of this article equals or exceeds the required minimum distributions determined under this article, then no additional distributions will be required to be made for 2002 on or after such date to the distribute. If the total amount of 2002 required minimum distributions under the plan made to the distribute prior to the Effective Date of this article is less than the amount determined under this article, then required minimum distributions for 2002 on and after such date will be determined so that the total amount of required minimum distributions for 2002 made to the distribute will be the amount determined under this article.
- (3) **Precedence.** The requirements of this article will take precedence over any inconsistent provisions of the plan.
- (4) **Requirements of Treasury Regulations Incorporated.** All distributions required under this article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Internal Revenue Code.

- (5) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this article, distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the plan that relate to section 242(b)(2) of TEFRA.

(b) Time and Manner of Distribution.

- (1) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.
- (2) Death of Participant before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.
 - (B) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (C) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (D) If the Participant's surviving Spouse is the Participant's sole designated beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this section (b)(2), other than section (b)(2)(A) will apply as if the surviving Spouse were the Participant.

For purposes of this section (b)(2) and section (d), unless section (b)(2)(D) applies, distributions are considered to begin on the Participant's required beginning date. If section (b)(2)(D) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under section (b)(2)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under section (b)(2)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (3) Forms of Distribution. Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions

will be made in accordance with sections 3 and 4 of this article. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of section 401(a)(9) of the Code and the Treasury regulations.

(c) Required Minimum Distributions During Participant's Lifetime.

(1) Amount of Required Minimum Distributions for Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(B) if the Participant's sole designated beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this section 3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death.

(1) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving Spouse is the Participant's sole designated beneficiary, the remaining life expectancy of the surviving Spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is

calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving Spouse is not the Participant's sole designated beneficiary, the designated beneficiary's remaining life expectancy is calculated using the age of the beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(2) Death before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary. Except as provided in the adoption agreement, if the Participant dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's designated beneficiary, determined as provided in section (d)(1).

(B) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(C) Death of Surviving Spouse before Distributions to Surviving Spouse are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole designated beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under section (b)(2)(A), this section (d)(2) will apply as if the surviving Spouse were the Participant.

(e) Definitions.

(1) Designated Beneficiary. The individual who is designated as the beneficiary under section 6.08 of the plan and is the designated beneficiary under section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(2) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first

distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under section 2.2. The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

- (3) Life Expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (4) Participant's Account Balance. The account balance as of the last Valuation Date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the Valuation Date and decreased by distributions made in the valuation calendar year after the Valuation Date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (5) Required Beginning Date. The required beginning date and the required distributions made after the Participant's death shall mean the April 1 of the calendar year following the calendar year in which the Participant attains age 70 1/2: provided, however, if the Participant attained age 70 1/2 before January 1, 1988 (i.e. age 70 before July 1, 1987), if later, the required beginning date shall be the April 1 following the earlier of (i) the calendar year in which his employment with the Employers terminates or (ii) the calendar year in which ends a Plan Year in which he is a 5-percent owner (and at least age 70 1/2).

6.15 Automatic Distribution of Benefits.

In the event of a mandatory distribution greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

- (A) In the event that the Plan makes an immediate distribution to a Participant or surviving Spouse of an account balance the following rules apply:
 - (1) Only an account balance of \$1,000 or less may be automatically distributed;
 - (2) Each Participant that is subject to an automatic distribution will be notified of the necessity to select an investment vehicle to accept a roll-over distribution to an individual retirement account of that failure to select an investment vehicle will result in the plan's selection and distribution of such account balance into an individual retirement account on this behalf.

- (3) In connection with the distribution of rolled-over funds to an individual retirement plan, the Plan shall enter into a written agreement with an individual retirement plan provider that provides:
- (i) the rolled-over funds shall be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity;
 - (ii) for purposes of this section, the investment product selected for the rolled-over funds shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by the individual retirement plan;
 - (iii) the investment product selected for the rolled-over funds shall be offered by a state or federally regulated financial institution, which shall be: a bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation; a credit union, the member accounts of which are insured within the meaning of section 101(7) of the Federal Credit Union Act; an insurance company, the products of which are protected by state guaranty associations; or an investment company registered under the Investment Company Act of 1940.
 - (iv) all fees and expenses attendant to an individual retirement plan, including investments of such plan, (e.g., establishment charges, maintenance fees investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by the individual retirement plan provider for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of section 401(a)(31)(B) of the Code; and
 - (v) the Participant on whose behalf the Plan makes an automatic rollover shall have the right to enforce the terms of the contractual agreement establishing the individual retirement plan, with regard to his or her rolled-over funds, against the individual retirement plan provider.
- (4) Participants subject to the mandatory roll-over will be furnished a summary plan description, or a summary of material modifications, that describes the plan's automatic rollover provisions effectuating the requirements of section 401(a)(31)(B) of the Code, including an explanation that the mandatory distribution will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity, a statement indicating how fees and expenses attendant to the individual retirement plan will be allocated, and the name, address and phone number of a plan contact (to the extent not otherwise provided in the summary plan description or summary of material modifications) for further information concerning the plan's automatic rollover provisions, the individual retirement plan provider and the fees and expenses attendant to the individual retirement plan.

6.16 Hardship Withdrawals from Profit Sharing Account

- (a) Effective January 1, 2011, a Participant may withdraw all or a portion of the amount credited to his or her Profit Sharing Account as a Hardship Withdrawal if the Participant has one of the following hardship events:
 - (1) uninsured medical expenses of the Participant, his Spouse, or his eligible dependents;
 - (2) costs for purchase of the Participant's principal residence;
 - (3) payment of tuition and related expenses for the next twelve (12) months for post-secondary education for the Participant, his Spouse or eligible dependents;
 - (4) payments to prevent eviction or foreclosure on a mortgage of the Participant's principal residence;
 - (5) payment for burial or funeral expenses for the Participant's parent, Spouse, or eligible dependent; or
 - (6) expenses for the repair of damage to the Participant's principal residence that would qualify as a casualty deduction.
- (b) No withdrawal shall be permitted of any amount which is not necessary to satisfy the immediate and heavy described in (a)(1) through (6) above. Such withdrawal will be deemed necessary only if:
 - (1) the amount to be withdrawn is not in excess of the amount of the immediate and heavy financial need claimed by the Participant (including amounts necessary to pay any federal, state, or local income taxes, excise taxes or penalties reasonably anticipated to result from the withdrawal); and
 - (2) the need cannot be met from other resources reasonably available to the Participant.
- (c) A Participant's application for a Hardship Withdrawal shall be made in writing on a form furnished by the Trustees or their delegates for such purpose. The Participant's request shall include his or her written statement describing the immediate and heavy financial need, together with his or her representation that such need cannot be met from other resources reasonably available to the Participant.
- (d) The Trustees, or their delegate for such purpose, acting by majority decision, shall determine the existence of a bona fide immediate and heavy financial need and the necessity of a withdrawal from the Participant's Profit Sharing Account to meet such need. The Trustees, or their delegate for such purpose, may, in the exercise of their reasonable discretion, require the Participant to present any additional evidence which they deem necessary or desirable to permit them to make the determination described in this paragraph. The Trustees, or their delegate for such purpose, may rely on the Participant's written representation (unless the Trustees have actual knowledge to the contrary) that the need cannot reasonably be relieved from other sources.

- (e) A Hardship Withdrawal shall be treated as a distribution subject to all of the provisions of this Article, except that the only form of distribution shall be in a single, lump sum cash payment.

ARTICLE VII
TERMINATION OF SERVICE BEFORE RETIREMENT

- 7.01 Deferred Vested Benefits: The Participant's Employer Contribution Account shall be fully vested at all times.

- 7.02 Amendment of Vesting Schedule: A Participant's vested interest in his Employer Contribution Account shall not be reduced as the result of any direct or indirect amendment to this Section. In the event that this Agreement is amended to change or modify this Section, a Participant with at least three years of service as of the expiration date of the election period may elect to be subject to the pre-amendment vesting schedule. If a Participant fails to make such election, then such Participant shall be subject to the new vesting schedule. The Participant's election period shall commence on the adoption date of the amendment and shall end 60 days after the latest of:
 - (a) the adoption date of the amendment,
 - (b) the effective date of the amendment, or
 - (c) the date the Participant receives written notice of the amendment from the Employer or Administrator.

- 7.03 Valuation of Vested Interest: The value of the Participant's Employer Contribution Account and Rollover Account shall be determined as of the most recent Valuation Date immediately preceding the date of distribution.

Distribution of the Accounts shall be made in accordance with Article VI.

ARTICLE VIII
ADMINISTRATION

- 8.01 The Administrator:
 - (a) Appointment: The Trustees shall have all powers necessary to administer the Plan in accordance with its terms, including the power to construe the Plan and to determine all questions which may arise thereunder.
 - (b) Expenses and Compensation: All usual and reasonable expenses of the Trustees may be paid in whole or part out of the principal or earnings of the Plan. The Trustees shall be indemnified against any and all liabilities arising by reason of any act or failure to act made in good faith pursuant to the provisions of the Plan, including expenses reasonably incurred in the defense of any claim relating thereto.
 - (c) Records: Any act or determination with respect to the administration of the plan made by

the Trustees and any assistant or representative appointed by it shall be duly recorded by the Sponsor or by the assistant or representative appointed by it to keep such records. All records, together with such other documents as may be necessary for the administration of the Plan, shall be preserved in the custody of the Trustees or the assistant or representative appointed by it. The Administrator shall keep on file a copy of the Plan and Trust, including any subsequent amendments, and registration statements as may be required by the laws of the United States or other jurisdiction, for examination by the Participants in the Plan during reasonable business hours.

- (d) Administrative Directives of the Trustee: Administrative directives of the Trustees to any Third Party Administrator shall be delivered in writing, signed by an appropriate member of the Trustees.
- (e) Discretionary Acts: Any discretionary actions of the Administrator with respect to the administration of the Plan shall be made in a manner which does not discriminate in favor of Highly Compensated Employees.

8.02 Procedure for Delegation of Responsibilities: The Trustees shall assume the responsibility for the operation and administration of the Plan by assuming the same itself, or by delegating the same to such individual, committee of individuals, firm or corporation as it shall determine.

8.03 Dealings with the Administrator: The Third Party Administrator shall be entitled to rely upon any direction or advice given to it by the Trustees, or by any person to whom the Trustees shall have any responsibility for the operation and administration of the Plan. The Third Party Administrator shall rely upon directions from a person designated by the Trustees only after receipt of satisfactory written evidence of such designation, duly executed by the Trustees.

8.04 Funding Policy: The Trustees shall, at a meeting duly called for such purpose, establish a funding policy and method consistent with the obligations of the Plan and Title I of ERISA. The Trustees shall meet at least annually to review such funding policy and method. All actions of the Trustees shall be recorded in the minutes of the meeting of the Trustee and shall be communicated to the Administrator.

ARTICLE IX TRUST AGREEMENT

9.01 Administration: The Plan shall be administered by a board of six Trustees, three of whom shall be representatives of the Employer and three of whom shall be representatives of the Union.

9.02 Selection of Trustees: Three Trustees shall be designated by a majority vote of the six Employer Associations as Employer Trustees; and three Trustees shall be designated by Local 9 of the Bricklayers and Allied Crafts as Employee Trustees.

The Employer Trustees shall designate an alternate Employer Trustee and the Union Trustees shall designate an alternate Union Trustee. Each alternate Trustee shall have voice and vote only when he is seated in place of an absent Trustee. When properly seated, an alternate Trustee shall have all the rights, powers, duties and responsibilities of a Trustee.

Additional Trustees may be appointed for each group of Trustees (i.e., Employer Trustees and Union Trustees) if and only if the number from each group is agreed to by the members of the

Trustees and the number added maintains the equality between the groups of Trustees.

- 9.03 Trustee Acceptance: Each Trustee, each successor Trustee and each alternate Trustee shall sign an acceptance of his appointment as such Trustee or alternate Trustee in writing to be filed with the records of this Trust; whereupon, he shall thereupon assume his duties as Trustee.
- 9.04 Term of Office: The term of Office of each Trustee shall continue until the expiration of termination of this Agreement and Declaration of Trust unless the Trustee, in the manner hereinafter provided, shall be removed earlier by the appointing party as described in Section 9.05 below.
- 9.05 Removal of Trustee: The appointing party may terminate the appointment of any Trustee appointed by said appointing party by delivering to said Trustee and to each of the remaining Trustees a true copy of the appropriate action taken by the appointing party in terminating such appointment.
- 9.06 Resignation of Trustees: Any Trustee may resign by instrument in writing executed for that purpose and delivered to the remaining Trustees and to the party that appointed him.
- 9.07 Appointment of Successor Trustees: In the event of the termination, resignation, death, disqualification, or refusal to act on the part of any Trustee, a successor Trustee shall be named and appointed as described below. However, during the period of any vacancy or vacancies thus created in the office of Trustee, the power of the remaining Trustees, acting in the manner hereinfore and hereinafter provided, shall not be impaired in administering the affairs of the Trust, pending the filling of such vacancies. Successor Trustees shall be appointed as follows: A position vacated by Union Trustee shall be filled with a Union Trustee and a position vacated by an Employer Trustee shall be filled with an Employer Trustee. Local 9 of the Bricklayers and Allied Crafts shall designate any successor Union Trustees. Any successor Employer Trustees shall be designated by majority vote of the following Associations: Mason Contractors Association of Western Pennsylvania, Terrazzo Contractors of Western Pennsylvania, and the Pointers, Cleaners and Caulkers Contractors Association. However, no more than two Employer Trustees may be selected from any one of these listed Associations.

It is agreed that any Trustee vacancy will be filled within twenty days from the date any such vacancy began. Any such instrument of appointment, together with the written acceptance, shall be effective when duly sent to the Secretary of the Trustees at the office of the Trustees.

The Plan is to be administered at all times by both Employer Trustees and Union Trustees. In the event that all of the Employer Trustees or all of the Union Trustees, as the case may be, shall resign, be removed or their office declared vacant for any reason whatsoever, and the said vacancy shall not be filled within 20 days, or if all of the Employer Trustees or all of the Union Trustees refuse to act or attend meetings then the remaining Trustees, irrespective of which group they may represent, may petition the District Court of the United States for the Western District of Pennsylvania for an order directing the principals of the defaulting Trustees to name a new set of Trustees and directing said Trustees to act upon the matter at issue within ten days, and further providing that failure to comply with the order shall empower the said District Court to appoint Trustees of its own selection to act for the principals of the defaulting Trustees.

- 9.08 Compensation of Trustees: The Trustees shall not receive compensation for the performance of their duties, but may be reimbursed from the Plan for all reasonable and necessary expenses which the Trustees incur in the performance of their duties as Trustees, including but not limited to, expenses incurred by any Trustee while attending seminars, institutes and educational conventions

on behalf of or for the benefit of the Plan for the purpose of improving the Trustees' expertise in matters affecting the Plan. The cost and expense of any suit or proceeding brought by or against the Trustees, including attorney's fees, shall be paid from the Plan and/or by any insurer retained to defend the Trustees.

9.09 Meetings: At least one meeting shall be held during the Trust fiscal year in addition to an annual meeting which shall be held within a reasonable time following the end of the Trust fiscal year. Meetings may be held at such other times as the Trustees may deem necessary. A special meeting may be called by the Chairman and by the Secretary or at the request of any three Trustees upon ten days' written notice to all of the Trustees.

9.10 Officers: At the annual meeting, the Trustees shall select from among them a Chairman and a Secretary who shall serve for a period of one year. One officer shall be a Union Trustee and one officer shall be an Employer Trustee. The offices of Chairman and Secretary may be alternated between the two Trustee groups in any year when such action is requested by either group of Trustees.

9.11 Quorum; Action of the Trustees: At any meeting of the Trustees, two Union Trustees and two Employer Trustees shall constitute a quorum. Decisions shall require a majority vote.

In any action taken by the Trustees at any meeting, the Trustees shall each cast one vote. The vote of any issue shall be determined by a majority of the Trustees present at the meeting, however, in the event less than six Trustees are present for a vote, three votes shall be given to the Employer Trustees present and three votes shall be given to the Union Trustees present. Action may also be taken in writing without a meeting provided that there shall be prior written concurrence of such action by all Trustees then in office.

9.12 Vesting in Trustees: Immediately upon their acceptance of the Trusteeship, in writing, the above-named Trustees or their successors shall become vested with all proper rights, powers and duties of a Trustee hereunder and as regulated by appropriate federal or state law.

9.13 Resolution of Differences; Arbitration: In the event the Trustees are unable to agree upon any matter in connection with the administration of the Trust, they shall select a neutral person as an impartial umpire who is willing to act in the determination of such dispute. In the event of a failure of the Trustees to agree upon an impartial umpire who is willing to act in the determination of such dispute, any one or more of the said Trustees may, within ten days after the matter in dispute arose, petition the United States District Court for the Western District of Pennsylvania for the appointment of an impartial umpire to decide such dispute. Any costs and attorney's fees in connection with the foregoing shall be paid out of the Plan, including any reasonable compensation to such umpire. The impartial umpire shall have no power to alter, amend, add to, or take away from any of the terms of this Trust Agreement, nor shall he have any power to render a decision which shall cause the Trustees to violate any provisions of the Act. The decision of the impartial umpire shall be final and binding upon the Trustees, all parties to the Trust Agreement and the Employees; and the Trustees shall take or omit taking any action or actions that may be indicated in order to give effect to the decision of the umpire. Specific enforcement of the impartial umpire's award and decision shall be obtained, if necessary pursuant to Section 301 of the LRRRA, Section 185 of 29 USCA.

9.14 Collection of Contributions:

(a) Employer Contributions. The Trustees shall have the power to receive Employer

Contributions or payments and shall hold such monies as part of the Plan for the purpose specified in this Agreement of Trust.

Each Employer shall contribute and pay into the Plan all amounts required under the applicable Collective Bargaining Agreement, participation agreement, or other written document. Unless otherwise agreed to by the Plan, as to any person employed other than by a contractor, the Employer shall contribute and pay into the Plan at the rate paid by those Employers who are contractors. The amount to be contributed by any Employer shall be subject to change as a result of any change negotiated in the terms of the Agreement in effect binding the Employer to make contributions to the Plan. No Employer now or hereafter becoming a party to this Agreement shall be responsible for the contributions or other obligations of any other Employer, nor shall any Employer's Association be responsible for the contributions or other obligations of any of its individual members.

No contributing Employer shall have any right, title or interest to any sum payable by such Employer to the Plan, but not yet paid into the Plan. Title to all monies paid into and/or due and owing such Plan shall be vested in the Trustees of such Plan.

Nothing contained herein shall require the Plan to credit a Participant's account until an Employer Contribution is actually received by the Plan.

The Trustees shall not be obligated to invoke or exhaust any grievance and arbitration procedures that might be contained in any Collective Bargaining Agreement or other agreement between the Union and the Employer in order to compel an audit of the Employer's records or to collect unpaid Employer Contributions.

- (b) Remittance Reports. Each Employer shall prepare and submit to the Plan Administrator's Office periodic remittance reports approved by the Trustees of the Plan plus a check for Employer Contributions payable to the Plan. Such report and payment must be actually received by the Plan Office by the last day of the month following the month for which the report and payment have been submitted, or by each Friday when weekly Employer Contributions are required. The Employer shall prepare all reports in accordance with any instructions provided by the Plan Office. The Employer shall be solely responsible for the accuracy of the information contained herein. By submitting the report, the Employer certifies the accuracy of the information contained herein.
- (c) Delinquent Employer Contributions. Any Employer Contributions to the Plan shall be considered delinquent if not received by the Plans' Office by the last day of the month when such monthly Employer Contributions are due, or by each Friday when weekly Employer Contributions are required. Non-payment or late payment by any Employer of any Employer Contribution shall not relieve any other Employer of its obligation to make timely payments. In the event an Employer is delinquent in paying any Employer Contribution or other monies to the Plan, the Employer shall be obligated to pay to the Plan, in addition to the principal Employer Contributions required, the following:
 - (1) Interest on the amount of delinquent Employer Contributions equal to the greater of: (1) the rate of one percent (1%) per month, or (2) the rate prescribed under the Internal Revenue Code (26 U.S.C. § 6621), as amended, such interest to accrue until paid regardless of whether judgment has been entered against the Employer, and

- (2) An amount equal to the greater of: (1) interest on the delinquent Employer Contributions as defined in subsection (a) above; or (2) liquidated damages in the amount of twenty (20%) percent of the amount of the delinquent Employer Contributions, whichever is greater, to cover added administrative, bookkeeping and staff expenses, and
 - (3) Attorneys' fees equal to the greater of: (1) twenty (20%) percent of the total amount due to the Plans, but not less than \$1,000, or (2) such amount as may be shown by Affidavit submitted by Plan counsel, plus all other costs and expenses related to the collection of all amounts due to the Plan. The Employer shall pay such fees whether or not suit has been filed to collect such delinquency and whether or not the Employer has made any payment on account prior to any settlement or other resolution on the case.
- (d) Audits. The Trustees of the Plan or their designated agent or employee(s), shall have the right, but not the duty, of conducting periodic audits of any Employer's records as may be necessary or advisable to determine compliance with the provisions of the Trust Agreement. The Employer shall promptly furnish to such person(s) upon request all payroll, tax, employment and other pertinent records as may be deemed necessary or advisable by the Trustees in connection with the proper administration of the Plan. In the event that the audit discloses principal net delinquencies in excess of ten (10%) percent of the total principal Employer Contributions for the audit period, the Employer shall also pay all reasonable auditing expenses and costs incurred by the Plan. In the event that a lawsuit is required to obtain or complete an audit, the Employer also shall pay all reasonable attorneys' fees and legal costs and expenses of the Plan.

Should the Employer's books and records be so incomplete as to make it difficult or impossible for the Plan auditor to determine the amount of Employer Contributions due the Plan, the auditor may estimate the amount of Employer Contributions due, and the burden of proof shall shift to the Employer to prove the actual hours paid to the Employer's employees, and the amount of Employer Contributions paid and/or owed to the Plan.

- (e) Statute of Limitations. It is the responsibility of each Employer to submit to the Plan Office Employer Contribution reports and payments, using such forms as the Trustees or Plan Administrator may prescribe. If any Employer should fail to properly report and pay on all his Employees, the statute of limitations shall not begin to run until the Employer complies with its duty to properly report on all its Employees, or until the Plan actually discovers the Employer's failure to so report.
- (f) Suits By or Against Trustees. All suits and proceedings to recover Employer Contributions, or to enforce or protect any other right, demand or claim on behalf of the Trustees or of the Plan may be instituted and prosecuted by the Bricklayers Combined Funds, Inc. on behalf of the Trustees of this Plan.

9.15 Investments: Notwithstanding anything to the contrary contained in this plan, or any amendment thereto, no part of the Plan may be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries. The Trustees shall invest and reinvest the Plan, and the income therefrom, without distinction between principal and income. The Trustees may maintain such part of the Plan in cash uninvested as they shall deem necessary or desirable. The Trustees shall be the owner of and have title to all the assets of the Plan and shall have full power to manage the same.

(a) Diversified Investments:

- (1) The Trustees shall hold, invest and reinvest the Plan, without distinction between principal and income, in savings or term accounts, or in other interest bearing obligations or such other investments as shall be determined from time to time by the Trustees.
- (2) With respect to any portion of the Plan not invested in savings or time deposit accounts pursuant to (1) above, the Trustees shall invest and reinvest the principal and the income of the Plan and keep such assets invested, without distinction between principal and income, in such securities or in such property, real or personal, wherever situated, as the Trustees shall deem-advisable, including but not limited to, cash, common or preferred stocks, trust and participation certificates, bonds, mortgages (including part interests in bonds and mortgages or notes and mortgages insured by the Federal Housing Administration), mutual funds, one or more Collective Trusts as described in Section 9.23 hereunder, leaseholds on improved and unimproved real estate, and other evidences of indebtedness or ownership (excluding those of the Employer, except as permitted under Section 407 of ERISA).
- (3) The Trustees shall be empowered to acquire and hold “qualifying Employer securities” and “qualifying Employer real property”, as those terms are defined under ERISA.
- (4) Notwithstanding the foregoing, the provisions of Section 13.15 (“Participant Directed Investments”) shall apply.

- 9.16 Separate Accounts: The Trustees may either hold and invest the assets of the Trust in segregated accounts representing each Participant’s interests or hold and invest the assets in one account and maintain separate accounting for each Participant’s interest. The fact that the Trustees maintain separate account for each Participant shall not give any Participant any direct interest in any specific assets of the Plan. In such case, each Participant shall have a ratable interest in all assets of the Trust.
- 9.17 Valuation: After the initial Effective Date, the Trustees shall determine the fair market value of each Participant’s Account as of each succeeding Valuation Date, and such value shall remain in effect until the next succeeding Valuation Date. Unless segregated accounts are maintained for Participants, earnings and losses shall be allocated to the Participants’ Accounts in ratio to the account balances.
- 9.18 Duty of Trustee Regarding Employer Contributions: All Employer Contributions made under the Plan by the Employer shall be delivered to the Trustees. The Trustees shall be accountable for all Employer Contributions received by them.
- 9.19 Separate Accounting for Certain Contributions: In addition to the regular Participant Account, a separate Rollover Account shall be maintained on behalf of each Participant who has made a rollover or transfer Employer Contribution pursuant hereto.
- 9.20 Direction of Trustees: Notwithstanding the provisions of the preceding Sections of this Article, the Sponsor shall have the right and power to direct the Plan Administrator in writing as to the

investment of the Plan, and the Plan Administrator shall comply with and carry out such directions without being liable in any way for losses with respect to such investments. Notwithstanding the foregoing, the provisions of Section 13.15 (“Participant Directed Investments”) shall apply.

9.21 Quarterly Statements: At least once in each calendar quarter, by mail or otherwise, the Plan Administrator will furnish to each Participant or to each other person who would then be entitled to receive all or part of the balance of a Participant’s Account if the Plan were then terminated, a statement of such Participant’s or other persons interest in the Plan as of a date which shall be determined by the Plan Administrator and such date once selected shall be consistent from quarter to quarter. The Participant or such other person shall be deemed to have accepted such statement as correct unless the Trustee receives written notice to the contrary from such Participant, or from such other person, within 90 days after the statement is mailed or furnished to the Participant or such other person, and it shall then be binding on the Participant; any Beneficiary of the Participant, or such other person.

9.22 Powers of the Trustees:

- (a) The Trustees are authorized to exercise all powers conferred upon the Trustees by law which it may deem necessary or proper for the investment and protection of the Plan. The Trustees to the extent permitted by law or regulatory authority, are specifically authorized and empowered:
 - (1) to sell, exchange, convey, transfer or otherwise dispose of any property held by it, by private contract or at a public auction, and no person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency or propriety of any such sale or other disposition;
 - (2) to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers of an owner with respect to stocks, securities, insurance policies or other property held in the Plan;
 - (3) to make, execute, acknowledge and deliver any and all documents of transfer and conveyance, and any and all other instruments which may be necessary or appropriate to carry out the powers herein granted;
 - (4) to register any investment held in the Plan in the name of the Trustees, or in the name of a nominee and to hold any investment in bearer form, but the books and records of the Trustees shall at all times show that all such investments are part of the Plan;
 - (5) to employ suitable agents and counsel and to pay their reasonable expenses and compensation;
 - (6) to borrow or raise monies for the purposes of the Trust, in such amount and upon such terms and conditions as the Trustees in their absolute discretion may deem advisable; and, for any sums so borrowed, to issue its promissory note as Trustees and to secure the repayment thereof by pledging all, or any part of, the Plan; and no person lending money to the Trustees shall be bound to see to the application of the

money lent or to inquire into the validity, expediency or propriety of any such borrowing;

- (7) to accept transfers of money or property on behalf of Participants from the Trustees of qualified deferred compensation plans, and to transfer money or property on behalf of Participants to the Trustees of qualified deferred compensation plans;
 - (8) to serve in more than one fiduciary capacity with respect to the Plan and Trust;
 - (9) to enter into and execute for and on behalf of the Plan all types of leases, including but not limited to oil, gas and mineral leases on Trust property; and
 - (10) as named Fiduciary, to hire an investment manager with full discretionary authority to purchase and sell securities and otherwise manage the assets of the Trust, pursuant to guidelines established by the Trustees.
- (b) The Trustees may consult with legal counsel (who may also represent the Employer, the Sponsor, and/or a depository) concerning any questions which may arise with reference to its duties under this Agreement, and the opinion of such counsel shall be full and complete protection with respect to any action taken or omitted by the Trustees hereunder in good faith and in accordance with the opinion of such counsel. The Trustees may employ such legal counsel, accountants and agents, as it shall deem advisable.
- (c) The Trust shall not engage in any transaction which constitutes a prohibited transaction within the meaning of Section 406 of the Act, including the corresponding provision of any succeeding law, except a transaction exempted pursuant to Section 408 of the Act.

9.23 Collective Investments: As of any Valuation Date of a collective trust established for the purpose of collective investment of the assets of trusts maintained with the Trustees, the depository, or other trusts under qualified retirement plans (hereinafter referred to as a "Collective Trust"), the Named Fiduciary may transfer any part or all of the assets of the Plan to the Trustees of the Collective Trust for admission to one or more of the investment funds therein. The Trustees are expressly authorized to permit the commingling of any or all of the assets of the Plan, through the medium of the Collective Trust, with the assets of other trusts eligible to participate in the Collective Trust under the terms thereof. During such time as any part or all of the assets of the Plan are held in the Collective Trust, they shall be subject to all of the provisions of the declaration creating the Collective Trust as amended from time to time. The Trustees shall have with respect to the interest of the Plan in the Collective Trust the powers conferred by this Trust Agreement to the extent that such powers are not inconsistent with the provisions of the declaration creating the Collective Trust. The Trustees may withdraw all or any part of any interest of the Plan in the Collective Trust in accordance with the terms of the Collective Trust. To the extent of the interest of the Plan in the Collective Trust, the Collective Trust shall be part of the Plan.

9.24 Administration and Payments:

- (a) The Plan shall be administered by the Administrator. The Administrator shall not be under any duty to enforce the payment of Employer Contributions to the Plan; neither shall the Administrator be responsible for the adequacy of the Plan to meet and discharge any and all payments and liabilities under the Plan.
- (b) Upon certification by the Trustees that such amounts are for the payment of benefits under

the Plan, the Administrator shall make such payments from the Plan as the Trustees may from time to time in writing direct. The Administrator may make such payments by mailing a check enclosed in a postage envelope directed to the person, and at the address, certified to it by the Trustees. The Administrator shall charge such payments against the applicable Participant's Account in the Plan, and the Administrator shall be under no liability for any payment made by it pursuant to the directions of the Trustees and shall be under no duty to make inquiries as to whether any payment directed by the Trustees complies with the provisions hereof.

- (c) All notices, communications, designations, certifications, orders, instructions and objections of the Trustees shall be in writing signed by the Trustees, or by any person or persons authorized in writing by the Trustees to execute and deliver the same, and the Administrator shall act and shall be fully protected in acting in accordance with such notices, communications, designations, certifications, orders, instructions and objections. In the event that the Trustees fail for any reason to furnish the Administrator with any required notice, communication, designation, certification, order, instruction, or objection, the Administrator may take such action, including the making of distributions, as it in its discretion deems necessary or advisable under the circumstances, after it has been put on notice that any action on its part is required. All notices or other communications from the Administrator to the Trustees shall be in writing signed by the Trustees.
- (d) The Administrator shall be fully protected in acting in accordance with a determination by the Trustees of whether a domestic relations order received by the Plan is a qualified domestic relations order described in Code Section 4.14(p). If the Trustees for any reason fail to make such determination, the Administrator may take such actions including making distributions and segregating accounts, as it shall in its discretion deems necessary and advisable under the circumstances.

9.25 Fees and Expenses: All expenses and charges with respect to the Plan and the Trust including, without limitation, the compensation of legal counsel, accountants and agents, such reasonable compensation for the Administrator's services as shall be determined by the Trustees, such reasonable compensation for the depository's services as shall be determined by the Trustees, and the depository and taxes of any kind upon or with respect to the Plan, shall be paid by the Trustees; provided, however that the Administrator shall be authorized to pay such charges and expenses from the Plan, if the Trustees shall fail to make payment within 60 days after it has been billed therefore or such charges have otherwise become due.

9.26 Miscellaneous Provisions:

- (a) The Trustees shall discharge their duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with matters would use in the conduct of an enterprise of a like character and with like aims. The Trustees shall not be liable for any loss sustained by the Plan by reason of the purchase, retention, sale or exchange of any investment in good faith and in accordance with the provisions of the Plan and Trust and state and federal law.
- (b) The Trustees, in making any payments or taking any other actions hereunder or making any decisions with respect to any matter referred to herein, may rely upon the authenticity and contents of certifications, directions, statement, resolutions, requisitions and communications reasonably believed by it to be genuine and to be signed or presented by the proper person or persons, and shall be under no duty to make any investigation or

inquiry as to the truth or accuracy of any statement contained therein.

- (c) No bond or other security shall be required by any Trustee or successor Trustee named in, or appointed pursuant to this Agreement, except for such bond as may be required under the Act.
- (d) Except to the extent preempted by Federal law, this Agreement and the Trust created hereunder shall be construed, administered and enforced according to the laws of the state of the situs of the Trust.

ARTICLE X
AMENDMENT, TERMINATION AND
RETURN OF EMPLOYER CONTRIBUTIONS

10.01 Amendment and Termination: The Trustees shall have the right to amend or terminate this Plan at any time; provided, however, that, subject to the following sentence, no such action shall be effective to permit any part of the corpus or income of the Plan established in connection herewith to be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their Beneficiaries, and defraying the reasonable expenses of administering the Plan. Notwithstanding the foregoing, if the appropriate officer of the Internal Revenue Service shall refuse to give to the Sponsor a determination letter that the Plan, as amended and restated, meets the requirements of Code Section 401(a), and that the Plan meets the requirements of Code Section 501(a), so that the Plan and the Plan are qualified and exempt, respectively, thereunder, then the Plan shall operate as if it had not been amended and restated. Except as permitted by Regulations (including Regulation 1.411(d)-4), no Plan amendment or transaction having the effect of a Plan amendment (such as a merger, plan transfer or similar transaction) shall be effective if it eliminates or reduces any "Section 411(d)(6) protected benefit" or adds or modifies conditions relating to "Section 411(d)(6) protected benefits" the result of which is a further restriction on such benefit unless such protected benefits are preserved with respect to benefits accrued as of the later of the adoption date or effective date of the amendment. "Section 411(d)(6) protected benefits" are benefits described in Code Section 411(d)(6)(A), early retirement benefits and retirement-type subsidies, and optional forms of benefits.

For the purpose of this Section, a Plan amendment which has the effect of eliminating or reducing an early retirement benefit or eliminating an optional form of benefit or any restrictions being placed on those benefits (as provided in Treasury regulations) shall be treated as reducing the amount credited to the Account of a Participant.

10.02 Return of Employer Contributions: Except as hereinbefore and hereinafter provided, the assets of the Plan, including all Employer Contributions under the Plan, shall never inure to the benefit of the Employer and shall be held for the exclusive purposes of providing benefits to the Participants and their Beneficiaries, and defraying the reasonable expenses of administering the Plan.

In the event that any Employer Contributions should be made by the Employer hereunder by a mistake of fact, the Trustee shall, at the direction of the Employer, return such Employer Contribution to the Employer within six months after the date the Trustees determine the Employer Contribution was made by mistake and that a return of such Employer Contribution is appropriate. Earnings of the plan attributable to the excess Employer Contribution may not be returned to the Employer but any losses attributable thereto must reduce the amount so returned.

Each Employer Contribution which is made by the Employer hereunder is conditioned upon the deductibility of the Employer Contribution under Code Section 404. To the extent that the deduction is disallowed under Code Section 404, the Trustee shall return such Employer Contribution to the Employer within six months after the date of the disallowance of the deduction.

ARTICLE XI
PLAN TERMINATION

- 11.01 Distribution Upon Plan Termination: In the event of the termination or partial termination of the Plan or the complete discontinuance of Employer Contributions, all amounts credited to the Accounts of the affected Participants and their Beneficiaries at the date of such termination shall immediately become distributable. The Trustees shall distribute the allocated amounts to each Participant or Beneficiary in a manner consistent with the requirements of Article VI. Except as permitted by Regulations, the termination of the Plan shall not result in the reduction of "Section 411(d)(6) protected benefits" in accordance with Section 10.01.

ARTICLE XII
BENEFIT CLAIM PROCEDURE

- 12.01 Claims for Benefits: Any claim for benefits under the Plan shall be made in writing to the Plan Administrator. If such claim for benefits is wholly or partially denied, the Plan Administrator shall, within 30 days after receipt of claim, notify the Participant or Beneficiary of the denial of the claim. Such notice of denial shall:
- (a) be in writing
 - (b) be written in a manner calculated to be understood by the Participant or Beneficiary, and
 - (c) contain:
 - (1) the specific reason or reasons for denial of the claim,
 - (2) a specific reference to the pertinent Plan provisions upon which the denial is based,
 - (3) a description of any additional material or information necessary to perfect the claim, along with an explanation of why such material or information is necessary, and
 - (4) an explanation of the claim review procedure in accordance with the provisions of this Article XII.
- 12.02 Request for Review of Denial: Within 60 days after the receipt by the Participant or Beneficiary of a written notice of denial of the claim, or such later time as shall be deemed reasonable taking into account the nature of the benefit subject to the claim and any other attendant circumstances, the Participant or Beneficiary may file a written request with the Trustees that it conduct a full and fair review of the denial of the claim for benefits.
- 12.03 Decision on Review of Denial: The Trustees shall deliver to the Participant or Beneficiary a written decision on the claim within 30 days after the receipt of the aforementioned request for review,

except that if there are special circumstances (such as the need to hold a hearing, if necessary) which require an extension of time for processing, the aforementioned 30 day period shall be extended to 60 days. Such decision shall:

- (a) be written in a manner calculated to be understood by the Participant or Beneficiary,
- (b) include the specific reason or reasons for the decision,
- (c) contain a specific reference to the pertinent Plan provisions upon which the decision is based.

12.04 Erie Plan: The Erie Plan Accrued Benefit and the distribution thereof shall be subject to the general administrative provisions set forth in the Plan. Without limiting the generality of the foregoing, effective December 31, 2011, the claims, appeals and review procedures of Sections 12.01, 12.02, and 12.03 shall apply to the distribution of the Erie Plan Accrued Benefit, and the Trustees shall have the powers and duties specified in the Plan, including but not limited to, Sections 8.01 and 9.22, with respect to the Erie Plan, including for the period prior to the Erie Plan Merger.

ARTICLE XIII MISCELLANEOUS

13.01 Applicable Law: The Plan and Agreement of Trust hereunder shall be governed by, and construed in accordance with, the laws of the State in which such documents have been executed except to the extent that the laws of such State have been specifically preempted by the Act or other Federal legislation.

13.02 Incapacity of Recipient of Benefits: If any person entitled to receive benefits shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of benefits, the Trustee, upon the receipt of satisfactory evidence that such incapacitated person is so incapacitated and that another person or institution is maintaining him and that no guardian or committee has been appointed for him, may provide for such payment of benefits hereunder to such person or institution so maintaining him, and any such payments so made shall be deemed for every purpose to have been made to such incapacitated person.

13.03 Liability of Trustees, Participating Employers or Union Representatives: Subject to the provisions of the Act, no past, present or future Trustees, Participating Employers or Union Representatives shall be personally liable to any Participant, Beneficiary or other person under any provision of the Plan or Agreement of Trust.

13.04 Merger or Consolidation of the Plan: In the case of any merger or consolidation of the Plan with, or transfer of assets or liabilities of the Trust to, any other plan or trust, each Participant or Beneficiary in the Plan shall be entitled to a benefit hereunder immediately after such merger, consolidation or transfer (if the plan then terminated) which is no less than the benefit he was entitled to receive immediately before such merger, consolidation or transfer (if the Plan had then terminated).

13.05 Employment Rights Not Affected by the Plan: Participation in this Plan shall not give any right to any Employee to be retained in the employ of the Employer nor shall it interfere with the right of the Employer to discharge any Employee and to deal with him without regard to the existence of this Plan and without regard to the effect that such treatment might have upon him as a Participant in this Plan.

13.06 Ownership of Plan Assets: Nothing contained herein shall be deemed to give any Participant or his Beneficiary any interest in any specific property of the Plan or any right except to receive such distributions as are expressly provided for in this Plan.

13.07 Alienation of Benefits and Qualified Domestic Relations Orders: The income and principal of the Plan are for the sole use and benefit of the Participants and their Beneficiaries under this Plan, and, to the extent permitted by law, shall be free, clear and discharged of and from, and are not to be in any way liable for, debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or his Beneficiary. Other than as permitted by the Act, and as expressly set forth in the Plan, no Employer Contributions made by the Employer to the Plan under the Plan shall at any time revert to the Employer.

Except with respect to Federal income tax withholding, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former Spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

Notwithstanding the above, the Trustees may direct the Plan Administrator to comply with a Qualified Domestic Relations Order, as defined below, or to offset a Participant's benefits by an amount that the Participant is ordered or required to pay to the Plan with respect to a judgment of conviction for a crime involving the Plan or with respect to any other judgment, order, decree or settlement agreement for which such an offset is permitted under Section 401(a)(13)(c) of the Code.

A Qualified Domestic Relations Order is a judgment, decree or order (including approval of a property settlement agreement) made pursuant to a state domestic relations law (including community property law) that relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of a Participant ("Alternate Payee") and which:

- (a) creates or recognizes the existence of an Alternative Payee's right to, or assigns to an Alternative Payee the right to receive all or a portion of the benefits payable to a Participant under this Plan; and
- (b) specifies (1) the name and last known mailing address (if any) of the Participant and each Alternate Payee covered by the order (2) the amount or percentage of the Participant's Plan benefits to be paid to any Alternate Payee, or the manner in which such amount or percentage is to be determined and (3) the number of payments or the period to which the order applies and each plan to which the order relates; and
- (c) does not require the Plan to:
 - (1) provide any type or form of benefit, or any, option not otherwise provided under the Plan;

- (2) provide increased benefits; or
- (3) pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under a prior Qualified Domestic Relations Order.

For purposes of this Plan, an Alternate Payee who had been married to the Participant for at least one year may be treated as an Eligible Spouse with respect to the portion of the Participant's benefit in which such Alternate Payee has an interest provided that the Qualified Domestic Relations Order provides for such treatment. However, under no circumstances may the Spouse of an Alternate Payee (who is not a Participant hereunder) be treated as an Eligible Spouse under the terms of the Plan, except as required under applicable federal law.

Upon receipt of any judgment, decree or order (including approval of a property settlement agreement) relating to the provisions of payment by the Plan to an Alternate Payee pursuant to a state domestic relations law, the Trustees shall promptly notify the affected Participant and any Alternate Payee of the receipt of such judgment, decree or order and shall notify the affected Participant and any Alternate Payee of the Trustees' procedure for determining whether or not the judgment, decree or order is a Qualified Domestic Relations Order.

The Trustees shall establish a procedure to determine the status of a judgment, decree or order as a Qualified Domestic Relations Order and to administer Plan distributions in accordance with Qualified Domestic Relations Orders. Such procedure shall be in writing, shall include a provision specifying the notification requirements enumerated in the preceding paragraph, shall permit an Alternate Payee to designate a representative for receipt of communications from the Trustees and shall include such other provisions as the Trustees shall determine, including provisions required under regulations promulgated by the Secretary of the Treasury.

During any period in which the issue of whether a judgment, decree or order is a Qualified Domestic Relations Order is being determined (by the Trustees, a court of competent jurisdiction or otherwise), the Trustees shall segregate in a separate account under the Plan the amount, if any, which would have been payable to the Alternate Payee during such period if the judgment, decree or order had been determined to be a Qualified Domestic Relations Order. Such segregated account under the Plan shall be held as uninvested cash.

If the judgment, decree or order is determined to be a Qualified Domestic Relations Order within the 18 month period following the receipt by the Trustees of the Qualified Domestic Relations Order, then payment from the segregated account shall be paid to the appropriate Alternate Payee. If such a determination is not made within the 18 month period, the segregated account shall be returned to the Participant's Accounts under the Plan and shall be paid at the time and the manner provided under the Plan as if no order, judgment or decree had been received by the Trustees.

If the distributions are made from a Participant's Employer Contribution Account pursuant to the requirements of a Qualified Domestic Relations Order prior to his termination of employment and prior to the date the Participant is 100% vested in his Employer Contribution Account, the Participant's Vested Interest in his Employer Contribution Account shall not become greater due to the prior distribution(s) made pursuant to the Qualified Domestic Relations Order.

13.08 Indemnification of Fiduciaries: To the extent permitted by the Act and regulations issued thereunder, the Employer shall indemnify and hold harmless all Fiduciaries of the Plan, as defined in the Act, who are employees of the Employer, whether or not Named Fiduciaries, and defend the same, against any and all claims or liabilities which may be asserted against any of them by reason

of any action or omission in the administration of the Plan, except in the case of any fraud or willful wrongdoing.

- 13.09 Funding Policy: The Employers shall make Employer Contributions to the Plan in accordance with Section 3.01 and the Trustees shall invest the Plan in accordance with the terms of the Agreement of Trust entered into between the Employers and the Trustee.
- 13.10 Meaning of Certain Words: As used herein each gender shall include all other genders and the singular shall include the plural and the plural shall include the singular in all cases where such meaning would be appropriate.
- 13.11 Information to be Furnished by the Employer: The Employers shall furnish to the Trustees such information in the Employer's possession as the Trustees shall require from time to time to perform their duties under the Plan and the Agreement of Trust.
- 13.12 Service of Process: The Trustees are the designated agent of the Plan for the service of process in connection with all matters affecting the Plan.
- 13.13 Transfer of Interest: Notwithstanding any other provisions of the Plan, the Trustee, at the direction of the Administrator, shall transfer the Accounts of a Participant to another Plan maintained by the Employer (or a Related Employer) by means of a plan to plan transfer. The Trustee, at the direction of the Administrator, may also transfer upon a one-year Break in Service of a Participant, the Accounts, if any, to another Trust forming part of a pension, profit sharing or stock bonus maintained by such Participant's new Employer. Said Employer shall represent in writing that the Trust meets the requirements of Code Section 401(a), and permits the transfer to be made.
- 13.14 Loans to Participants:
- (a) A Participant may, with the consent of the Trustees, borrow from the Plan providing that the total of such loan or loans to any Participant, inclusive of interest thereon, does not exceed the greater of 50% of the then Vested Interest in his Accrued Benefit or \$50,000. The amount of a Participant's loan request shall not be less than \$1,000.
 - (b) Eligibility for loans.
 - (1) A Participant shall be eligible for a loan from his Accounts if (i) he has not defaulted on a loan in the prior two years, (ii) he secures the loan as provide for in this Section 13.14, (iii) he agrees to pay (or finance) any loan application fee and loan recordkeeping fees, (iv) he executes such documents, including a promissory note and a loan and security agreement, as the Trustees shall require, and (v) if married, his Spouse executes such documents as the terms of the Plan or the Trustees may require.
 - (2) Notwithstanding the foregoing, (i) no Participant shall have more than three (3) outstanding loans at any time, (ii) no loan may be refinanced, (iii) no loan shall be made if a qualified domestic relations order is pending or if there is an unsatisfied Internal Revenue Service levy issued against the Participant's Accounts, and (iv) no loan shall be made if not exempt from the prohibited transaction provisions of ERISA and the Code.
 - (3) A loan is deemed to be distributed to a Participant for income tax purposes under

Code Section 72(p) until said loan is repaid (through actual repayment or set-off against the Participant's Accounts). The most recently defaulted loan shall determine the commencement of the 2-year limitation for a subsequent loan.

- (c) All loans which are made pursuant to this Section shall be subject to the approval of the Trustees which shall thoroughly investigate each application for a loan. In addition to such other rules and regulations as the Trustees may adopt, all such loans shall be made in accordance with the following terms and conditions:
- (1) Every application for a loan shall be made in writing to the Trustees, whose decision thereon shall be final. A reasonable loan application fee may be charged against the Participant's Accounts.
 - (2) Each loan shall be secured by no more than 50% of the borrowing Participant's right, title and interest in and to benefits from the Plan and shall be evidenced by the borrowing Participant's note for the amount of the loan, plus interest, payable to the order of the Trustee.
 - (3) All loans shall be adequately secured.
 - (4) Each loan shall bear interest at a rate to be fixed by the Trustees. In determining such interest rate, the Trustees shall consider the general rates then being charged to individual borrowers from commercial sources in the community at the time of the loan. The Trustees shall not discriminate among Participants in determining the interest rate; provided, however, that loans granted at different times may bear different interest rates if, in the opinion of the Trustees, the difference in rates is justified by changes in general economic conditions of the community.
 - (5) No distribution shall be made to any Participant, Former Participant or beneficiary of any Participant or Former Participant unless and until all unpaid loans, including accrued interest thereon, have been fully paid or liquidated.
 - (6) A loan, assignment or pledge made to a Participant (when added to the outstanding balance of all other loans made by the Plan to the Participant) shall not exceed the lesser of:
 - (i) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or
 - (ii) 50% of the vested portion of the Participant's Accounts as of the last Valuation Date.
 - (7) Loans shall provide for level amortization with payment to be made not less frequently than quarterly over a period not to exceed five years. However, loans used to acquire any dwelling unit which, within a reasonable time, is to be used (determined at the time the loan is made) as a principal residence of the Participant shall provide for periodic repayment over a reasonable period of time that may exceed five years. Notwithstanding the foregoing, loans made prior to January 1,

1987 which are used to acquire, construct, reconstruct or substantially rehabilitate any dwelling unit which, within a reasonable period of time is to be used (determined at the time the loan is made) as a principal residence of the Participant or a member of his family (within the meaning of Code Section 267(c)(4)) may provide for periodic repayment over a reasonable period of time that may exceed five years. Additionally, loans made prior to January 1, 1987, may provide for periodic payments which are made less frequently than quarterly and which do not necessarily result in level amortization. Prepayment of any Participant loan is hereby expressly permitted.

- (8) Any loan made pursuant to this Section after August 18, 1985, where the vested Accrued Benefit of the Participant is used to secure such loan shall required the written consent of the Participant's Spouse in a manner consistent with Section 6.05. Such written consent must be obtained within the 90 day period prior to the date the loan is made. Any security interest held by the Plan by reason of an outstanding loan to the Participant shall be taken into account in determining the amount of the death benefit or the Pre-Retirement Survivor Annuity.
 - (9) Events of default with respect to a Participant's loan shall include (i) the Participant's failure to repay all or a part of the principal or interest of the loan when due, (ii) the Participant's failure to observe the terms and conditions of any document entered into with respect to the loan, (iii) any assignments for the benefit of creditors or any filing of a petition in bankruptcy, reorganization, or receivership by or against the Participant or the Participant's Spouse, or (iv) the Participant's death.
 - (10) Repayment of the Participant's loan shall be accelerated at the termination of the Plan, provided, however, in lieu of repayment of the loan, the promissory note for said loan may be distributed to the Participant as part of the distribution made on account of the termination of the Plan.
 - (11) Notwithstanding any contrary provisions, repayment of the Participant's loan shall be suspended and its term extended during a period of qualified military service in accordance with Code Section 414(u).
 - (12) In the event a loan is not repaid by the Participant when due, or the loan is otherwise in default, the Trustees shall take all steps it believes reasonable and necessary to assure repayment, including foreclosing on the security for the loan, which may include set-off against the Participant's Accounts (to the extent permitted by the Code).
- (d) For purposes of this Section, plans of controlled groups of corporations, commonly controlled trades or businesses, and affiliated service groups are to be aggregated in determining the above limit. Any outstanding loan which is renegotiated, extended, renewed or revised will be treated as a new loan as of the date of renegotiations.
 - (e) As of December 1, 2011, all Erie Plan Participant loan payments shall be transmitted to the Plan. Additionally, all provisions of this Section shall apply to Erie Plan Accrued Benefit loans, including those loans that were made prior to December 31, 2011.

13.15 Participant Directed Investments:

- (a) Notwithstanding any other provision of this Plan, each Participant may direct the investment of his Account in investment categories provided by the Trustees from time to time and in accordance with the rules and procedures for Participant investment direction established by the Trustees. Such rules may specify the percentage of a Participant's Account that may be invested as designated and any portion of a Participant's Account that will remain subject to investment direction by the Trustees. The Trustees are under no duty to question any direction by a Participant or his duly authorized agent with respect to investments, or to make suggestions to the Participant or his duly authorized agent with respect to investments. If a Participant fails to direct the Trustees as to the investment of any portion of his Account, that portion of his Account shall be invested in a default investment option(s) or at the Trustees' discretion until the Trustees receive affirmative investment direction from the Participant. The right to direct investments under this section will be the sole and exclusive investment power granted to Participants. The exercise of investment direction by a Participant will not cause the Participant to be a Fiduciary. The Trustees shall not be liable for any loss that results from the exercise of investment direction by a Participant.
- (b) Pursuant to rules established by the Trustees, each Participant is authorized and empowered, in his sole and absolute discretion, to give directions to the Trustees pursuant to the procedures established by the Trustees and in such form as the Trustees may require concerning the investment of the Participant's Account. The Trustees shall comply as promptly as practicable with directions given by the Participant hereunder.
- (c) It is the intention of the Trustees that this Section 13.15 comply with, and be implemented in accordance with, ERISA Section 404(c) and any regulations issued thereunder by the Secretary of the Treasury.

ARTICLE XIV
ERIE PLAN MERGER

14.01 Erie Plan Merger Benefits:

- (a) Except where otherwise specifically provided in this Plan, all of the terms and conditions of the Plan shall apply to Erie Plan Accrued Benefits.
- (b) Except where otherwise specifically provided in this Plan, from and after December 31, 2011, the benefits payable under the Plan with respect to Erie Plan Accrued Benefits or otherwise related to participation in the Erie Plan shall be determined solely under the terms of the Plan.
- (c) From and after December 31, 2011, the Trustees shall have all of the rights, privileges and immunities of the trustees of the Erie Plan with respect to the benefits of the Erie Plan payable under the Plan and the assets of the Erie Plan held in the Plan.
- (d) Without limiting the generality of subsection (c) of this Section, from and after December 31, 2011, the Trustees shall specifically have the responsibility, authority and discretion previously accorded to the trustees of the Erie Plan to determine the benefits payable under the Erie Plan for participation thereunder prior to the Erie Plan Merger, including the

authority and discretion to interpret and apply the plan documents and any related agreements in effect prior to the Erie Plan Merger and to decide all questions and issues, including factual and legal questions and issues, related to said benefits.

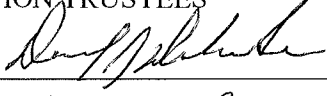
14.02 Erie Plan Merger Employer Contributions:

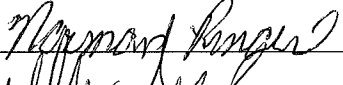
- (a) To the extent that any agreements providing for employer contributions to the Erie Plan are not amended by December 31, 2011 to provide that such employer contributions for work performed from and after December 1, 2011 are due and payable to the Plan, the Trustees are authorized to accept and collect such contributions under the terms of the Plan, with such employers considered to be Employers, and such contributions considered Employer Contributions.
- (b) The Trustees are also authorized to collect and accept any employer contributions due to the Erie Plan for work performed before December 31, 2011 that are outstanding as of that date.
- (c) In the event any employer fails or has failed to make any required contribution to the Erie Plan on time, whether for work performed before or after December 31, 2011, to the extent permitted by law, the delinquent employer provisions of the Plan shall apply to said contributions.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Trustees have caused this Plan amendment and restatement to be executed this 20th day of January, 2015.

UNION TRUSTEES







EMPLOYER TRUSTEES

