

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

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

WITNESSETH:

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

WHEREAS, the Trustees wish to clarify what types of employment would disqualify a Participant from eligibility for a Termination Benefit under the Plan; and

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

NOW, THEREFORE, effective as of February 1, 2015 and pursuant to Section 10.01 of the Plan, the Trustees, Employers and Union hereby amend the Plan as follows:

1. Section 5.04(b) of the Plan (“Termination Benefit:”) is amended and restated in its entirety to read as follows:
 - (b) Notwithstanding any contrary provisions, a Participant whose employment so terminates shall be eligible to receive a distribution of his Accounts before his attainment of age 57 or his disability within the meaning of Section 5.02(b) only if he is not working in any “disqualifying employment” and has not worked in any “disqualifying employment” for at least eight (8) consecutive months prior to making application for such distribution. For these purposes, “disqualifying employment” means (i) any type of employment with an Employer, (ii) any type of employment with an employer in the same or related business as an Employer, (iii) any employment or self-employment (including a sole proprietor, partner, independent contractor or consultant) in the construction industry, and (iv) any employment or self-employment (including a sole proprietor, partner, independent contractor or consultant) based on or using the skills related to or acquired by Credited Employment. The Trustees may request additional information to determine a Participant’s eligibility for a Termination Benefit. For purposes of this

paragraph (b), Credited Employment means employment with an Employer for which the Employer is obligated to make payments to the Trust Fund on the Employee's behalf.

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

IN WITNESS WHEREOF, the Trustees have duly executed this Amendment on the 15th day of April, 2015.

TRUSTEES:

UNION

EMPLOYERS

