

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

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

WITNESSETH:

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

WHEREAS, the Trustees wish to amend the Plan to change the rules regarding a quorum and to update the Plan for transition of the recordkeeping to John Hancock; and

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

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

1. The introductory paragraph of the Plan is amended to delete the Tile Contractors Association of Western Pennsylvania as a party to the Plan.

2. Section 5.04(a) of the Plan is amended to read as follows (new language underlined):

- (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 third party recordkeeper and/or the Trustees if distributed before the Participant’s attainment of age 57 or before his disability within the meaning of Section 5.02(b). Notwithstanding the above, any termination fee established by the Trustees shall not apply if the distribution is solely from the Participant’s Rollover Account; however, the fee established by the third party recordkeeper may still apply.

3. Section 6.01(b) of the Plan is amended to read as follows (new language underlined):
 - (b) The value of the Participant's 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, less any applicable fees relating to the distribution.
4. Section 6.01(c) of the Plan is amended to read as follows (new language underlined):
 - (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, Erie Plan Accrued Benefit and Profit Sharing Account, in that order.
5. A new Section 6.01(d) is added to the Plan to read as follows:
 - (d) The Trustees and/or third party recordkeeper may establish a schedule of fees for distributions (including loans and hardships) from the Participant's Accounts. Any such fee shall be paid directly from the assets in the Participant's Accounts.
6. Section 6.03(c) of the Plan is amended to read as follows (new language underlined):
 - (c) if the balance in the Participant's Account is at least \$5,000, monthly, quarterly, semi-annual, or annual installments in an amount selected in writing by the Participant;
 - (1) Each periodic 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 periodic 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 periodic 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 installments at the interval and rate theretofore used, or if elected by the 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 periodic installments after the Participant's death, and if a contingent Beneficiary has not been designated by the Participant to continue receiving the periodic 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.

7. Section 6.04(c) of the Plan is amended to read as follows (new language underlined):

- (c) Except as provided in subsection (g) of this Section, 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 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.

8. A new section 6.04(g) of the Plan is added to read as follows:

- (g) If the balance in the Participant's Account, excluding the Participant's Money Purchase Account balance, is less than \$5,000, then no spousal consent is required as described in subsection (c) of this Section for an election to receive the non-Money Purchase Account balance in a lump sum distribution.

9. Section 6.09 of the Plan is amended to read as follows (new language underlined):

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 eighteen (18) months, 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 eighteen (18) months, 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.

(c) For purposes of determining the value of a Participant's Accounts under this Section 6.09, the value of a Participant's Rollover Account shall be included in the total value.

10. Section 6.16(b) of the Plan is amended to read as follows (new language underlined):

- (b) No withdrawal shall be permitted of any amount which is not necessary to satisfy the immediate and heavy need described in subsections (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 (excluding loans under this Plan).

11. The first paragraph of Section 9.11 of the Plan is amended to read as follows (changed language is underlined):

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

12. Section 13.14(c)(7) of the Plan is amended to read as follows (new language underlined):

- (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 period not to exceed fifteen (15) 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 repayments 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.

13. 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 Ninth Amendment on the 14th day of June, 2017.

TRUSTEES:

UNION

William J. M.
Norman Berger
David J. ...

EMPLOYERS

John P. Massano
Alfred ...