

**FIRST AMENDMENT TO THE
BALTIMORE-WASHINGTON CONSTRUCTION AND PUBLIC EMPLOYEES,
LABORERS' DISTRICT COUNCIL DEFINED CONTRIBUTION RETIREMENT PLAN**

(Effective as of January 1, 2014)

WHEREAS, the Laborers' International Union of North America Mid-Atlantic Region (the "Union") established the Baltimore-Washington Construction and Public Employees, Laborers' District Council Defined Contribution Retirement Plan (the "Plan") effective January 1, 2014; and

WHEREAS, pursuant to Section 17.1 of the Plan, the Trustees have the right to amend the Plan in any and all respects at any time and from time to time; and

WHEREAS, the Trustees desire to clarify that the Plan was established by the Union rather than its affiliated district council; and

WHEREAS, the Trustees desire to clarify that references in the Plan to the "Union" and its affiliated local unions should also reference the Union's affiliated district councils.

NOW, THEREFORE, BE IT RESOLVED that the Trustees do hereby amend the preamble preceding Article I of the Plan to read as follows:

The Laborers' International Union of North America Mid-Atlantic Region, acting for and on behalf of its affiliated district councils and local unions (collectively, the "Union") and laborers employed by the employers and the Construction Contractors Council--AGC Labor Division, Inc., ("CCC") (acting for and on behalf of its member employers, other employer associations and other individual employers of laborers), hereby establishes this Defined Contribution Retirement Plan (the "Plan"), to be known as the "Baltimore-Washington Construction and Public Employees, Laborers' District Council Defined Contribution Retirement Plan" effective January 1, 2014

AND, BE IT FURTHER RESOLVED, that the Trustees do hereby amend the definition of the term "Collective Bargaining Agreement" or "CBA" within Section 1.1 of the Plan to read as follows:

"Collective Bargaining Agreement" or "CBA" shall include: (a) the collective bargaining agreement(s) between CCC and the Union, or any of its affiliated district councils or local unions, which provides for the making of employer contributions to the Fund; (b) the collective bargaining agreements between individual employers of laborers or any other employer association and the Union, or any of its affiliated district councils or local unions, which provide for the making of employer contributions to the Fund; and, (c) any extension or renewal of any of the said agreements, which provide for the making of employer contributions to the Fund.

AND, BE IT FURTHER RESOLVED, that the Trustees do hereby amend the definition of the term "Eligible Employee" within Section 1.1 of the Plan to read as follows:

"Eligible Employee" shall mean an Employee of an Employer or Union for whom contributions are required under the terms of a collective bargaining agreement or participation agreement. To the extent an Eligible Employee is employed by the Union or one of its affiliated district councils or local unions, such union or district council shall be considered an Employer.

AND, BE IT FURTHER RESOLVED, that the Trustees do hereby amend the definition of the term "Union" within Section 1.1 of the Plan to read as follows:

"Participation Agreement" shall mean an agreement (which may be a collective bargaining agreement) between an employer and the Union or one of its affiliated district councils or local unions or the Board of Trustees that requires the employer to contribute to the Plan on behalf of employees.

AND, BE IT FURTHER RESOLVED, that the Trustees do hereby amend the definition of the term "Union" within Section 1.1 of the Plan to read as follows:

"Union" shall mean the Laborers' International Union of North America Mid-Atlantic Region. Where used herein, unless context requires otherwise, the term "Union" shall also include its affiliated district councils and local unions.

AND, BE IT FURTHER RESOLVED, that the Trustees do hereby amend Section 23.1 of the Plan to read as follows:

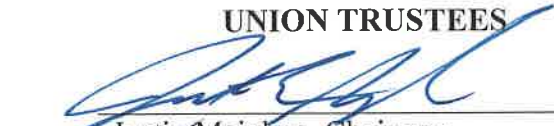

23.1 Prior Plans. With the prior written approval of the Board of Trustees, any profit sharing plan or other individual account plan qualified under Section 401 of the Code and maintained by the Union or an affiliated district council or local union (any such plan being hereinafter referred to as a "Prior Plan") may be merged into the Plan. In connection with any such merger, the assets of the Prior Plan shall be transferred to the Trustees and become a part of the Trust Fund, and Accounts shall be established on behalf of each Participant in the Prior Plan in which shall be deposited such Participant's share of the transferred assets. Amounts so deposited in a Participant's Account shall retain the character such amounts had under the Prior Plan and shall thereafter be subject to all of the terms and conditions of this Plan. Notwithstanding the foregoing or any other provision of this Plan, each participant in a Prior Plan that is merged into this Plan shall be entitled to receive a benefit under this Plan (assuming this Plan were to terminate immediately after such merger) equal in value to the benefit such participant would have been entitled to receive under the Prior Plan immediately before such merger if the Prior Plan had been terminated rather than merged into this Plan.

Except as provided in this Amendment No. 1, the Plan remains unchanged and in full force and effect.


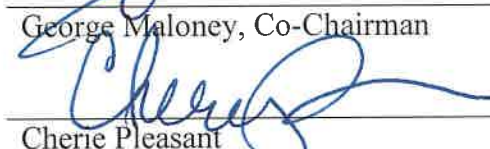
This Amendment No. 1 may be executed in counterparts.

IN WITNESS WHEREOF, this Amendment has been accepted and executed as of the 6th day of June, 2014, and shall become effective as of the 1st day of January, 2014.

UNION TRUSTEES


Justin Meighan, Chairman

Orlando Bonilla

EMPLOYER TRUSTEES


George Maloney, Co-Chairman

Cherie Pleasant

James P. McNelis