

**FIRST AMENDMENT TO THE
ROOFERS LOCAL #2 SUPPLEMENTAL PENSION PLAN**

Pursuant to the provisions of Article 13 of the Roofers Local #2 Supplemental Pension Plan, (As Amended and Restated March 1, 2016) (hereinafter referred to as the "Plan"), the Trustees of the Plan hereby amend the Plan, effective April 1, 2018, by deleting Article 9 in its entirety and replacing it with the following new Article 9:

ARTICLE 9

CLAIMS FOR BENEFITS

SECTION 9.01. DEFINITIONS. Whenever used in this Article 9, the following words or phrases, when the initial letter is capitalized, shall have the meaning hereinafter set forth.

(a) "Adverse Benefit Determination" means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a Participant's or Beneficiary's eligibility to participate in the Plan.

(b) "Claim for Benefits" or "Benefit Claim" means a request for a Plan benefit or benefits, made by a Claimant or by an authorized representative of a Claimant, that complies with the Plan's reasonable procedure for making benefit claims.

(c) "Claimant" means a Participant, a Surviving Spouse of a Participant, a Beneficiary, or an Alternate Payee, who is claiming entitlement to the payment of any benefit payable under the Plan.

(d) "Disability Claim" means a Benefit Claim that can only be approved upon a finding of disability, where the Fund or its designee is responsible for making that finding of disability. Where the finding of disability is made by a party other than the Fund or its designee, for purposes other than making a benefit determination under the Plan, such as the Social Security Administration for purposes of determining entitlement to social security benefits, and the Fund relies on said third party's finding of disability, then the Benefit Claim is not a Disability Claim and is not subject to the special rules for Disability Claims set out in this Article 9.

(e) "Named Appeals Fiduciary" means the Joint Board of Trustees.

(f) "Notice" or "Notification" or "Notify" means the delivery or furnishing of information to a Claimant or authorized representative of a Claimant in a manner that satisfies the standards of 29 CFR 2520.104b-1, as appropriate, with respect to the particular material required to be furnished or made available to such individual.

SECTION 9.02. PROCEDURES GOVERNING THE FILING AND PROCESSING OF BENEFIT CLAIMS.

(a) Required Benefit Claim Forms. All Benefit Claims shall be filed on the appropriate claim forms prepared by and available from the Plan Administrator.

(b) Filing Requirements. Fully completed and properly executed Benefit Claim forms may be mailed, delivered or sent by facsimile to the Plan Administrator at the following address: Stewart C. Miller & Co., Inc., 3440 Kossuth Street, Post Office Box 5769, Lafayette, Indiana 47903-5769, FAX (765) 449-4338.

(c) Governing Plan Documents. Benefit Claim determinations will be made in accordance with governing Plan documents and, where appropriate, the Plan provisions will be applied consistently with respect to similarly situated claimants.

(d) Impartiality of Decisionmakers. All Disability Claims and Appeals related thereto will be adjudicated in a manner designed to ensure the independence and impartiality of the persons involved in making the decision. Accordingly, decisions regarding hiring, compensation, termination, promotion, or other similar matters with respect to any individual (such as a claims adjudicator or medical or vocational expert) must not be made based upon the likelihood that the individual will support the denial of benefits.

SECTION 9.03. NOTIFICATION OF BENEFIT DETERMINATION.

(a) If a Benefit Claim other than a Disability Claim is wholly or partially denied, the Plan Administrator shall Notify a Claimant (or his/her authorized representative where applicable), in accordance with Section 9.04 below, of the Plan's Adverse Benefit Determination within a reasonable period of time after receipt of the Benefit Claim, but not later than ninety (90) days after receipt of the Benefit Claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing the Benefit Claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the Claimant (or his/her authorized representative where applicable) prior to the termination of the initial 90-day period. In no event

shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render a benefit determination.

(b) If a Disability Claim is wholly or partially denied, the Plan Administrator shall Notify the Claimant (or his/her authorized representative where applicable), in accordance with Section 9.04 below, of the Plan's Adverse Benefit Determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Plan Administrator. This period may be extended by the Plan for up to 30 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant (or his/her authorized representative where applicable), prior to the expiration of the initial 45-day period, of the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. If, prior to the end of the first 30-day extension period, the Plan Administrator determines that, due to matters beyond the control of the Plan, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Plan Administrator notifies the Claimant (or his/her authorized representative where applicable), prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Plan expects to render a decision. In the case of any extension, the notice of extension shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the Claimant (or his/her authorized representative where applicable) shall be afforded at least 45 days within which to provide the specified information.

(c) For purposes of this Section 9.03, the period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with Section 9.02, without regard to whether all the information necessary to make a benefit determination accompanies the filing. In the event that a period of time is extended as permitted in this Section 9.03 due to a Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination shall be tolled from the date on which the notification of the extension is sent to the Claimant (or his/her authorized representative where applicable) until the date on which the Claimant (or his/her authorized representative where applicable) responds to the request for additional information.

SECTION 9.04. MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION.

(a) The Plan Administrator shall provide a Claimant (or his/her authorized representative where applicable) with written or electronic Notification of the Plan's Adverse Benefit Determination. Any electronic notification shall comply with the standards imposed by 29 C.F.R. Section 2520.104b-1(c)(1)(i), (iii) and (iv).

(b) The Notification described in subsection (a) above shall set forth, in a manner calculated to be understood by the Claimant:

(i) The specific reason(s) for the Adverse Benefit Determination;

(ii) Reference to the specific Plan provisions on which the determination is based;

(iii) A description of any additional material or information necessary for the Claimant to complete the claim, and an explanation of why such material or information is necessary;

(iv) A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA Section 502(a) following an Adverse Benefit Determination on review; and

(v) In the case of an Adverse Benefit Determination with respect to a Disability Claim:

(1) A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (a) the views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant; (b) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and (c) a disability determination regarding the Claimant presented by the Claimant (or his/her authorized representative where applicable) to the Plan made by the Social Security Administration;

(2) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the Adverse Benefit Determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

(3) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. A document, record or other information shall be considered "relevant" to a Claimant's claim if such document, record or other information: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; (iii) demonstrates compliance with the administrative processes and safeguards required by 29 CFR 2560.503-1 in making the benefit determination; or (iv) constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

In the case of an Adverse Benefit Determination with respect to a Disability Claim, the Notification shall be provided in a culturally and linguistically appropriate manner.

SECTION 9.05. APPEAL OF ADVERSE BENEFIT DETERMINATIONS.

(a) A Claimant who, upon receipt of Notification of an Adverse Benefit Determination as described in Section 9.04, desires a review of the benefit determination made by the Plan Administrator must file, or his or her authorized representative must file on his or her behalf, not later than sixty (60) days after such receipt, a written request for appeal of the Adverse Benefit Determination with the Plan Administrator at the following address: Stewart C. Miller & Co., Inc., 3440 Kossuth Street, Post Office Box 5769, Lafayette, Indiana 47903-5769, FAX (765) 449-4338..

(b) The Claimant, or his or her authorized representative, may submit written comments, documents, records, and any other information relating to the Claim for Benefits; and

(c) The Claimant (or his/her authorized representative where applicable) shall be provided, upon request of the Claimant or his or her authorized representative, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's Claim for Benefits, without regard to whether such documents, records, and information were considered or relied upon in making the Adverse Benefit Determination that is the subject of the appeal. A document, record or other information shall be considered "relevant" to a Claimant's claim if such document, record or other information: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; (iii) demonstrates compliance with the administrative processes and safeguards required by 29 CFR 2560.503-1 in making the benefit determination; or (iv) constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination.

SECTION 9.06. BENEFIT DETERMINATION ON REVIEW. All appeals by a Claimant (or his/her authorized representative where applicable) of an Adverse Benefit Determination made by the Plan Administrator shall be promptly submitted to the Named Appeals Fiduciary for a full and fair review of the claim. In performing this review on appeal, the Named Appeals Fiduciary shall not afford deference to the initial Adverse Benefit Determination. The Named Appeals Fiduciary shall take into account all comments, documents, records, and other information submitted by the Claimant (or the Claimant's authorized representative) relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

In the case of an appeal related to a Disability Claim, before the Named Appeals Fiduciary issues an Adverse Benefit Determination on appeal, the Plan Administrator shall provide the Claimant (or his/her authorized representative where applicable), free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan or other person making the benefit determination (or at the direction of the Plan or such other person) in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of Adverse Benefit Determination on review is required to be provided to give the Claimant (or his/her authorized representative where applicable) a reasonable opportunity to respond prior to that date. In addition, before the Named Appeals Fiduciary issues an Adverse Benefit Determination on a Disability Claim on appeal based on a

new or additional rationale, the Plan Administrator shall provide the Claimant (or his/her authorized representative where applicable), free of charge, with the rationale. The rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of Adverse Benefit Determination on appeal is required to be provided to give the Claimant (or his/her authorized representative where applicable) a reasonable opportunity to respond prior to that date.

SECTION 9.07. NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW. For purposes of this Section 9.07, the period of time within which a benefit determination on appeal is required to be made shall begin at the time an appeal is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination on appeal accompanies the filing. In the event that a period of time is extended as permitted in this section due to Claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on appeal shall be tolled from the date on which the notification of the extension is sent to the Claimant (or his/her authorized representative where applicable) until the date on which the Claimant (or his/her authorized representative where applicable) responds to the request for additional information.

The Plan Administrator shall notify a Claimant (or his/her authorized representative where applicable), in accordance with Section 9.08, of the Named Appeals Fiduciary's benefit determination on appeal within a reasonable period of time, but not later than sixty (60) days (45 days in the case of an appeal relating to disability benefits) after the Plan Administrator's receipt of the Claimant's or his/her authorized representative's request for review of an Adverse Benefit Determination. If, however, special circumstances require an extension of time for processing the review by the Named Appeals Fiduciary, the Claimant (or his/her authorized representative where applicable) shall be Notified by the Plan Administrator of the Named Appeals Fiduciary's benefit determination on review as soon as possible, but not later than one hundred twenty (120) days (or 90 days in the case of an appeal relating to disability benefits) after receipt of a request for review. Where an extension is required, the Plan Administrator shall provide the Claimant (or his/her authorized representative where applicable) with written notice of the extension prior to the end of the initial 60-day period, which shall include the special circumstances requiring the extension of time and the date by which the Named Appeals Fiduciary expects to render the decision on appeal.

SECTION 9.08. MANNER AND CONTENT OF NOTIFICATION OF BENEFIT DETERMINATION ON REVIEW.

- (a) The Plan Administrator shall provide a Claimant (or his/her authorized representative where applicable) with written or electronic Notification of the Named Appeals Fiduciary's benefit determination on appeal. Any electronic Notification shall comply with the standards imposed by 29 C.F.R. Section 2520.104b-1(c)(1)(i), (iii) and (iv).

(b) In the case of an Adverse Benefit Determination on review, the Notification described in subsection (a) above must set forth, in a manner calculated to be understood by the Claimant:

(i) The specific reasons for the Adverse Benefit Determination on appeal;

(ii) Reference to the specific Plan provisions on which the Adverse Benefit Determination on appeal is based;

(iii) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the Claimant's Claim for Benefits. A document, record or other information shall be considered "relevant" to a Claimant's claim if such document, record or other information: (i) was relied upon in making the benefit determination; (ii) was submitted, considered, or generated in the course of making the benefit determination, without regard to whether such document, record, or other information was relied upon in making the benefit determination; (iii) demonstrates compliance with the administrative processes and safeguards required by 29 CFR 2560.503-1 in making the benefit determination; or (iv) constitutes a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit for the Claimant's diagnosis, without regard to whether such advice or statement was relied upon in making the benefit determination; and

(iv) A statement of the Claimant's right to bring a civil action under ERISA Sec. 502(a) following an Adverse Benefit Determination on appeal, and in the case of a Disability Claim, such statement shall also describe any applicable contractual limitations period that applies to the Claimant's right to bring such an action, including the calendar date on which the contractual limitations period expires for the claim.

(v) In the case of an Adverse Benefit Determination with respect to a Disability Claim:

(I) A discussion of the decision, including an explanation of the basis for disagreeing with or not following: (a) the views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant; (b) the views of medical or vocational experts whose advice was obtained on

behalf of the Plan in connection with the Claimant's Adverse Benefit Determination, without regard to whether the advice was relied upon in making the benefit determination; and (c) a disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration;

(2) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the Adverse Benefit Determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

In the case of an Adverse Benefit Determination on appeal with respect to a Disability Claim, the Notification shall be provided in a culturally and linguistically appropriate manner.

SECTION 9.09. LIMITATION ON JUDICIAL REVIEW.

(a) No Claimant whose application for benefits under the Plan has been denied, in whole or in part, may bring any action in any court or file any charge, complaint or action with any state, federal or local government agency prior to exhausting his/her available appeals as provided in this Article 9.

(b) Any Claimant who seeks to bring a civil action challenging the Plan's benefit determination must do so within two years from the date the claim was originally denied by the Plan, and must bring such civil action in the United States District Court for the Eastern District of Missouri.

SECTION 9.10. CULTURALLY AND LINGUISTICALLY APPROPRIATE NOTICES

(a) Where the Plan is required to provide notices in a culturally and linguistically appropriate manner under this Article 9, the Plan will meet all of the following requirements with respect to the applicable non-English languages:

(1) The Plan will provide oral language services (such as a telephone customer assistance hotline) that includes answering questions in applicable non-English language and providing assistance with filing claims and appeals in any applicable non-English language;

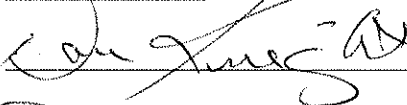
(2) The Plan will provide, upon request, a notice in any applicable non-English language; and

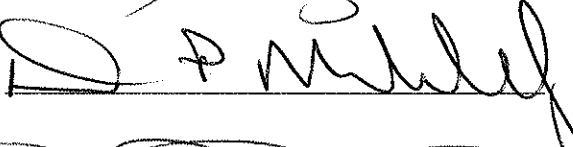
(3) The Plan will include in the English versions of all notices, a statement prominently displayed in any applicable non-English language clearly indicating how to access the language services provided by the Plan.

(b) With respect to an address in any United States county to which a notice is sent, a non-English language is an applicable non-English language if ten percent or more of the population residing in the county is literate only in the same non-English language, as determined in guidance published by the Secretary.

IN WITNESS WHEREOF, the undersigned Union Trustees and Employer Trustees hereby execute this Amendment to the Roofers Local #2 Supplemental Pension Plan this 22nd day of March, 2018.

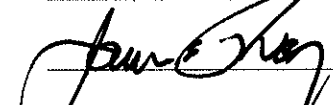
Union Trustees



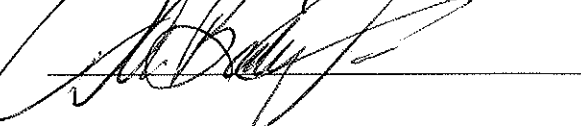




Employer Trustees







SECOND AMENDMENT TO THE ROOFERS LOCAL #2 SUPPLEMENTAL PENSION PLAN

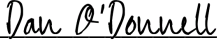


Pursuant to the Roofers Local #2 Supplemental Pension Plan (As Amended and Restated March 1, 2016) (“Plan”), a Participant is entitled to a disability benefit under the Plan if the Participant can prove, in part, he/she has a Disability. Previously, in order to prove Disability, a Participant had to prove he/she met certain requirements, including but not limited to, showing eligibility for disability benefits under the federal Social Security Act or the National Roofing Industry Pension Plan. Due to the COVID-19 pandemic, the processing of disability applications and hearings before the Social Security Administration have been delayed, resulting in Participants being unable to obtain disability awards from the Social Security Administration. This has likewise prevented Participants from obtaining disability determinations from the National Roofing Industry Pension Plan. Participants who are disabled and unable to work, need to have access to their retirement benefits in order to pay their everyday living expenses and are unable to wait until the pandemic ends and normal operations resume in order to obtain such benefits. As such, effective June 11, 2020, the Trustees adopt the following amendment to the Plan, as authorized to do so under the provisions of Article 13 Plan. The following change is temporary and is being implemented to address difficulties being caused by the COVID-19 pandemic.

For the period between March 18, 2020 and December 31, 2020, a Participant applying for a disability benefit from the Plan will not be required to show that she/he has qualified for disability benefits under the federal Social Security Act or the National Roofing Industry Pension Plan in order to prove she/he has a Disability. In lieu of the requirement that a Participant be receiving disability benefits under the federal Social Security Act or the National Roofing Industry Pension Plan, the Participant can instead provide: (1) proof that she/he has applied for disability benefits under the federal Social Security Act and a determination is pending, and (2) medical documentation sufficient to prove the Participant has a total and permanent disability as a result of sickness or injury from an unavoidable cause and is unable to engage in any substantial gainful activity. Such medical documentation must include a written medical opinion from the Participant’s qualified physician that includes: (1) an attestation the Participant is totally and permanently disabled and unable to engage in any substantial gainful activity, and (2) a description of the event or illness leading to such disability. All of the other requirements to meet the definition of “Disability” under the Plan, as well as all of the requirements for receipt of disability benefits under Section 6.01 the Plan, still apply.



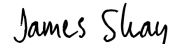
It shall be within the sole discretion of the Trustees to decide whether the medical documentation provided by the Participant is sufficient proof of the Participant’s disability, and the Trustees reserve the right to request additional documentation or require the Participant to submit to a medical examination by a physician chosen by the Trustees to determine whether and to what extent Participant is disabled. Failure to provide sufficient proof of disability or refusal to submit to a medical examination when so requested by the Trustees may result in Participant’s application for disability benefits being denied.

IN WITNESS WHEREOF, the undersigned Union Trustees and Employer Trustees hereby execute this Second Amendment to the Roofers Local #2 Supplemental Pension Plan this 11th day of June, 2020.

Union Trustees

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Employer Trustees

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THIRD AMENDMENT TO THE ROOFERS LOCAL #2 SUPPLEMENTAL PENSION PLAN

Pursuant to Section 13.01 of the Roofers Local #2 Supplemental Pension Plan (As Amended and Restated March 1, 2016) (“Plan”), the Trustees of the Plan hereby amend the Plan as follows. The changes approved by this Amendment are temporary in nature and are being implemented solely to address challenges caused by the COVID-19 pandemic following mandates announced by the Internal Revenue Service (IRS) and Department of Labor (DOL).

On May 4, 2020, the IRS and DOL issued a joint notice (“notice”). The notice reiterates that federal law requires pension plans provide claimants at least sixty (60) days following the receipt of an adverse benefit determination to appeal such determination. Currently, the Plan provides Claimants with sixty (60) days following receipt of an adverse benefit determination to file an appeal. For the purpose of accessing the right to appeal an adverse benefit determination made by the Fund, the notice mandates the time period described as the Outbreak Period (March 1, 2020 through sixty (60) days following the end of the National Emergency designated for the novel coronavirus, COVID-19) must be disregarded in calculating a claimant’s time allotted to file such an appeal.

By denying fewer appeals as untimely, disregarding days during the Outbreak Period will allow claimants greater access to the appeal process provided under the Plan and ensure claimants who have received an adverse benefit determination by the Fund are not unduly impacted by the National Emergency.

The duration of the Outbreak Period remains unknown as its end date is tied to future action by the President. This Amendment’s provisions will continue in effect following the end of the Outbreak Period to the extent that appeals made following the Outbreak Period are advantageously impacted by the increased time allotted for filing an appeal of an adverse benefit determination by the Plan.

Pursuant to the notice, this temporary Amendment coextensively adopts the notice’s mandate for disregarding days running during the Outbreak Period for determining the timeliness of an appeal of an adverse benefit determination by the Fund. Consistent with the notice, any days running against the applicable appeal deadline under the Plan preceding the Outbreak Date or occurring following the Outbreak Date will count against a claimant’s applicable deadline for submitting an appeal under the Plan.

For example, Frank received an adverse benefit determination from the Fund on April 15, 2020. The notification advised Frank that he had sixty (60) days to file an appeal. Frank’s time period for calculating the 60 days must disregard any days running during the Outbreak Period. Frank was notified of the adverse benefit determination during the Outbreak Period; thus, Frank’s 60 days to file the appeal will only begin to run upon the conclusion of the Outbreak period. If Frank had been notified of the adverse benefit determination prior to the Outbreak Period (i.e. before March 1, 2020) any days that ran preceding the Outbreak Period would count against his total 60 day period to file the appeal, days running during the Outbreak Period would not count, and his time allotted for filing the appeal would resume running following the Outbreak Period.

IN WITNESS WHEREOF, the undersigned Union Trustees and Employer Trustees hereby execute this Third Amendment to the Roofers Local #2 Supplemental Pension Plan this 10th day of December, 2020.

Union Trustees

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Dan O'Donnell
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Denny Marshall
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Employer Trustees

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Duane Arnold
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Dave Badi
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**FOURTH AMENDMENT TO THE
ROOFERS LOCAL #2 SUPPLEMENTAL PENSION PLAN**

Pursuant to Section 13.01 of the Roofers Local #2 Supplemental Pension Plan (As Amended and Restated March 1, 2016) (“Plan”), the Trustees of the Plan hereby amend the Plan in the following respects, effective January 1, 2020, to comply with the SECURE Act and make other Plan clarifications:

1. The following new definitions shall be added to Article II in their alphabetical order and all sections in Article II shall be renumbered accordingly:

“Designated Beneficiary” is any individual designated as Beneficiary by the Participant or the terms of the Plan. “Designated Beneficiaries” can only be individual persons and cannot be entities such as estates, trusts, corporations, charities, etc.

“Eligible Designated Beneficiary” means a Beneficiary that is: (1) the Participant’s surviving Spouse or minor child, (2) an individual who is disabled or chronically ill as those terms are defined within the Internal Revenue Code, or (3) an individual who is not more than 10 years younger than the Participant.

“Non-Designated Beneficiary” is any Beneficiary that is not an individual person, but is an entity such as an estate, trust, corporation, charity, etc.

2. The definition of “Normal Retirement Date” previously numbered Section 2.22 shall be deleted in its entirety and replaced with the following:

“Normal Retirement Age” means the date on which a Participant attains age sixty-five (65). The Participant’s “Normal Retirement Date” shall be the first day of the calendar month after the date the Participant has reached age sixty-five (65) and ceased working in Covered Employment.

3. The definition of “Required Beginning Date,” previously numbered Section 2.34 shall be deleted in its entirety and replaced with the following:

“Required Beginning Date” means:

- a. For Participants born before July 1, 1949: In the case of an individual who is 5-Percent Owner, the Required Beginning Date is April 1st of the calendar year following the calendar year in which he or she attains age 70 ½, and in the case of an individual who is not a 5-Percent Owner, the Required Beginning Date is April 1st of the calendar year following the calendar year in which the later of the following occurs: (1) the attainment of age 70 ½, or (2) retirement.
- b. For Participants born on or after July 1, 1949: In the case of an individual who is a 5-Percent Owner, the Required Beginning Date

is April 1st of the calendar year following the calendar year in which he or she attains age 72, and in the case of an individual who is not a 5-Percent Owner, April 1st of the calendar year following the calendar year in which the later of the following occurs: (1) attainment of age 72, or (2) retirement.

4. Section 3.02 is hereby deleted in its entirety. All remaining sections in Article 3 shall be renumbered accordingly.
5. Section 6.05 shall be deleted in its entirety and replaced with the following:

SECTION 6.05. MINIMUM DISTRIBUTION REQUIREMENTS.

Notwithstanding any provision of this Plan to the contrary, all distributions under the Plan will meet the requirements of Section 401(a)(9) of the Internal Revenue Code, including but not limited to the incidental benefit requirements of 401(a)(9)(G), and any regulations established under Code section 401(a)(9), including but not limited to Treas. Reg. 1.401(a)(9)-2 through 1.401(a)(9)-9.

As such, any benefit payment due under the terms of this Plan may be increased or altered, regardless of the election made by a Participant or Beneficiary, when necessary to comply with Section 401(a)(9) of the Internal Revenue Code or its applicable regulations.

Life expectancy and joint and last survivor expectancies used in calculating required minimum distributions shall be computed by the use of the return multiples contained in Treasury Regulation Section 1.72-9. For purposes of this computation, a Participant's or Spouse Beneficiary's life expectancy may be recalculated not more frequently than annually. The life expectancy of a non-Spouse Beneficiary may not be recalculated. If the Participant's Spouse is not the Beneficiary, the period certain selected must assure that at least 50 percent of the present value of the amount available for distribution is paid within the life expectancy of the Participant.

6. The following new paragraph shall be added to the end of Section 6.06:

Notwithstanding any other provisions of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 ("2020 RMDs") but for the enactment of the CARES Act, and who would have satisfied that requirement by receiving distributions equal to the 2020 RMDs, will not receive their 2020 RMDs unless they elect in writing to the Plan Administrator to receive same. 2020 RMDs included in payments made to Participants or Beneficiaries receiving their benefits in the form of an annuity or in installment payments under the Plan ("Extended RMDs") will be distributed as scheduled and cannot be waived.

7. Section 7.01 of the Plan shall be deleted in its entirety and replaced with the following:

SECTION 7.01. DEATH WHILE ACTIVELY EMPLOYED. If a Participant dies while in the active employ of a Participating Employer, his Surviving Spouse shall be entitled to receive a death benefit from the Plan. The amount of the death benefit shall be equal to the sum of the balances of the deceased Participant's Employer Contribution Account and Rollover Contribution Account, determined as of the Allocation Date coincident with or immediately preceding the date of death, plus the amount of Participating Employer contributions to which the Participant may have been entitled under Section 5.03, if any, for the Plan Year in which the Participant died.

The death benefit payable pursuant to this Section 7.01 shall be paid as a Qualified Pre-Retirement Survivor Annuity in the event the deceased Participant is survived by a Spouse. Such Spouse may elect, however, in writing to the Plan Administrator to receive such benefit in a single sum payment or in installments over a period extending not beyond such Spouse's remaining life expectancy, determined pursuant to Section 6.05. Such death benefit shall be paid, or commence to be paid, within 60 days following the completion of such forms as may be required by the Plan Administrator in connection therewith, but in no event later than: (1) the end of the calendar year in which the Participant died or (2) the end of the calendar year in which the Participant would have attained age 72 (age 70 ½ if the Participant died prior to January 1, 2020), whichever is later.

In the event that a Spouse does not survive the deceased Participant, or the Surviving Spouse validly consents under Section 7.04 to the designation of a Beneficiary other than the Spouse, the death benefit payable pursuant to this Section 7.01 shall be paid to the Participant's Beneficiary. Such benefit shall be paid as follows:

- a. If the Participant died prior to January 1, 2020, such benefit shall be paid in a single sum payment, or, at the Beneficiary's written election to the Plan Administrator, in installments over a period not extending beyond such Beneficiary's remaining life expectancy, determined pursuant to Section 6.05. Such death benefit shall be paid, or commence to be paid, within 60 days following the completion of such forms as may be required by the Plan Administrator in connection therewith, but in no event later than one year after the date of the death of the Participant.
- b. If the Participant died on or after January 1, 2020, such benefit shall be paid as follows:
 - i. For a Non-Designated Beneficiary, the entire death benefit must be distributed within five (5) years after the

- Participant's date of death, whether paid in a single sum payment or in installments.
- ii. For a Designated Beneficiary, the entire death benefit must be distributed within ten (10) years after the Participant's date of death, whether paid in a single sum payment or in installments.
 - iii. For an Eligible Designated Beneficiary, the entire death benefit may be paid in a single sum payment or in installments which must be distributed within ten (10) years after the Participant's date of death. In the alternative, an Eligible Designated Beneficiary may elect, in writing to the Plan Administrator, to take the death benefit in installments over a period not extending beyond such Eligible Designated Beneficiary's remaining life expectancy, or in the case where the Eligible Designated Beneficiary is a minor child of the Participant, a period not extending beyond 10 years past the date the minor child reaches 18 years of age. Installment payments distributed over the Eligible Designated Beneficiary's remaining life expectancy must begin not later than 1 year after the date of the Participant's death.

In the event any Beneficiary dies prior to receiving a complete distribution of the Participant's death benefit, the remaining death benefit due shall be paid to the deceased Participant's Beneficiary. Such remaining amounts shall be paid in a single sum payment within sixty (60) days following the completion of such forms as may be required by the Plan Administrator in connection therewith, but in no event later than one year following the date of death of such Beneficiary.

8. Sections 7.02(b)-(d) shall be deleted in their entirety and replaced with the following:

(b) If a Participant retires as of an early, normal or postponed retirement date or due to a Disability, but such Participant dies before the retirement or disability benefit payable to him under the Plan has been completely distributed, the Surviving Spouse, or if no Spouse survives or the Surviving Spouse validly consents under Section 7.04 to the designation of a Beneficiary other than the Spouse, his Beneficiary, shall receive the death benefit set forth under, and payable pursuant to the provisions of Section 7.01, notwithstanding the fact that the Participant was no longer in the active employ of a Participating Employer when his death occurred.

(c) If a Participant retires as of an early, normal or postponed retirement date or due to a Disability, and effectively elects under Section 6.04(c) an installment method of payment of the retirement or disability benefit payable to him under the Plan, and dies after the commencement of the installment payments but before the completion of such payments, the unpaid portion of the Participant's benefit shall be paid as follows:

- i. If the Participant died prior to January 1, 2020, the installment payments that would have been due to the Participant shall be paid in the same

amount and frequency to his Surviving Spouse or, if no Spouse survives or the Surviving Spouse validly consents under Section 7.04 to the designation of a Beneficiary other than the Spouse, to his Beneficiary.

ii. If the Participant died on or after January 1, 2020, the final unpaid portion of the Participant's payments, which shall be the death benefit payable in this instance, shall be paid as follows:

1. For a Non-Designated Beneficiary, the entire death benefit must be distributed within five (5) years after the Participant's date of death, whether paid in a single sum payment or in installments.
2. For a Designated Beneficiary, the entire death benefit must be distributed within ten (10) years after the Participant's date of death, whether paid in a single sum payment or in installments.
3. For an Eligible Designated Beneficiary, the entire death benefit may be paid in a single sum payment or in installments which must be distributed within ten (10) years after the Participant's date of death. In the alternative, an Eligible Designated Beneficiary may elect, in writing to the Plan Administrator, to take the death benefit in installments over a period not extending beyond such Eligible Designated Beneficiary's remaining life expectancy, or in the case where the Eligible Designated Beneficiary is a minor child of the Participant, a period not extending beyond 10 years past the date the minor child reaches 18 years of age. Installment payments distributed over the Eligible Designated Beneficiary's remaining life expectancy must begin not later than 1 year after the date of the Participant's death.

(d) In the event any Beneficiary dies prior to receiving a complete distribution of the Participant's death benefit, the remaining death benefit due shall be paid to the deceased Participant's Beneficiary. Such remaining amounts shall be paid in a single sum payment within sixty (60) days following the completion of such forms as may be required by the Plan Administrator in connection therewith, but in no event later than one year following the date of death of such Beneficiary.

9. Section 7.03(c) shall be deleted in its entirety and replaced with the following:

(c) If a Participant's employment by a Participating Employer is terminated, and such Participant is entitled to a termination benefit as of his date of termination pursuant to Section 8.01 or Section 8.02, but pursuant to Section 8.03, the payment of such benefit is deferred to a later date, and such Participant dies prior to the payment of such benefit, then his Surviving Spouse, or if no Spouse survives or the Surviving Spouse validly consents under Section 7.04 to the designation of a Beneficiary other than the Spouse, his Beneficiary, shall be entitled to a death benefit under this Section 7.03(c). The amount of such death benefit shall be the sum of the balances remaining in the deceased Participant's Employer

Contribution Account and Rollover Contribution Account as of the Allocation Date coincident with or immediately preceding the date of death.

If the Participant is survived by a Spouse, the death benefit payable to such Spouse under this Section 7.03(c) shall be payable in the form of a Qualified Pre-Retirement Survivor Annuity. Such Spouse may elect, however, in writing to the Plan Administrator to receive such benefit in a single sum payment or in installments over a period extending not beyond such Spouse's remaining life expectancy, determined pursuant to Section 6.05. Such death benefit shall be paid, or commence to be paid, within sixty (60) days following the completion of such forms as may be required by the Plan Administrator in connection therewith, but in no event later than: (1) the end of the calendar year in which the Participant died or (2) the end of the calendar year in which the Participant would have attained age 72 (age 70 $\frac{1}{2}$ if the Participant died prior to January 1, 2020), whichever is later.

If no Spouse survives the Participant or the Surviving Spouse validly consents under Section 7.04 to the designation of a Beneficiary other than the Spouse, such benefit shall be payable to his Beneficiary as follows:

- a. If the Participant died prior to January 1, 2020, such benefit shall be paid in a single sum payment, or at the election of such Beneficiary in writing to the Plan Administrator, in installments over a period extending not beyond such Beneficiary's remaining life expectancy, determined pursuant to Section 6.05. Such death benefit shall be paid, or commence to be paid, within 60 days following the completion of such forms as may be required by the Plan Administrator in connection therewith, but in no event later than one year after the date of the death of the Participant.
- b. If the Participant died on or after January 1, 2020, such benefit shall be paid as follows:
 - i. For a Non-Designated Beneficiary, the entire death benefit must be distributed within five (5) years after the Participant's date of death, whether paid in a single sum payment or in installments.
 - ii. For a Designated Beneficiary, the entire death benefit must be distributed within ten (10) years after the Participant's date of death, whether paid in a single sum payment or in installments.
 - iii. For an Eligible Designated Beneficiary, the entire death benefit may be paid in a single sum payment or in installments which must be distributed within ten (10) years after the Participant's date of death. In the alternative, an Eligible Designated Beneficiary may elect, in writing to the Plan Administrator, to take the death benefit in installments

over a period not extending beyond such Eligible Designated Beneficiary's remaining life expectancy, or in the case where the Eligible Designated Beneficiary is a minor child of the Participant, a period not extending beyond 10 years past the date the minor child reaches 18 years of age. Installment payments distributed over the Eligible Designated Beneficiary's remaining life expectancy must begin not later than 1 year after the date of the Participant's death.

In the event any Beneficiary dies prior to receiving a complete distribution of the Participant's death benefit, the remaining death benefit due shall be paid to the deceased Participant's Beneficiary. Such remaining amounts shall be paid in a single sum payment within sixty (60) days following the completion of such forms as may be required by the Plan Administrator in connection therewith, but in no event later than one year following the date of death of such Beneficiary.

10. Section 16.12 of the Plan is hereby deleted in its entirety as the language contained therein has been relocated to amended Section 6.05.

IN WITNESS WHEREOF, the undersigned Union Trustees and Employer Trustees hereby execute this Fourth Amendment to the Roofers Local #2 Supplemental Pension Plan this 10th day of December, 2020.

Union Trustees

DocuSigned by:
Dan O'Donnell
B12033254E1F49E...

DocuSigned by:
Denny Marshall
0532ACCDF52B464...

DocuSigned by:
[Signature]
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Employer Trustees

DocuSigned by:
Duane Arnold
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DocuSigned by:
Dave Bade
03223A53FA1E4B2...

[Signature]

**FIFTH AMENDMENT TO THE
ROOFERS LOCAL #2 SUPPLEMENTAL PENSION PLAN**

Pursuant to Section 13.01 of the Roofers Local #2 Supplemental Pension Plan (As Amended and Restated March 1, 2016) (“Plan”), the Trustees of the Plan hereby amend the Plan in the following respects, effective May 21, 2021:

1. The last paragraph of Section 15.04 shall be deleted in its entirety and replaced with the following:

A Domestic Relations Order shall not be treated as failing to meet requirement (e) above solely because the Domestic Relations Order permits payments to an Alternate Payee to begin prior to the date the Participant would attain his/her Early Retirement Age. Alternate Payee’s are still required to comply with the Fund’s application process and submit any documentation required for distribution.

IN WITNESS WHEREOF, the undersigned Union Trustees and Employer Trustees hereby execute this Fifth Amendment to the Roofers Local #2 Supplemental Pension Plan this 21st day of May, 2021.

Union Trustees

DocuSigned by:
Denny Marshall
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DocuSigned by:
Dan O'Donnell
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DocuSigned by:
[Signature]
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Employer Trustees

DocuSigned by:
Diane Arnold
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DocuSigned by:
Dave Bade
03223A53FA1E482...

DocuSigned by:
James Slay
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SIXTH AMENDMENT TO THE ROOFERS LOCAL #2 SUPPLEMENTAL PENSION PLAN

Pursuant to Section 13.01 of the Roofers Local #2 Supplemental Pension Plan (As Amended and Restated March 1, 2016) (“Plan”), the Trustees of the Plan hereby amend the Plan in the following respects, effective May 21, 2021. The changes approved by this Amendment are temporary in nature and are being implemented solely to address challenges caused by the COVID-19 pandemic following mandates announced by the Internal Revenue Service (IRS) and Department of Labor (DOL).

On May 4, 2020, the Internal Revenue Service (“IRS”) and DOL issued a joint notice (“Notice”). The Notice reiterates that federal law requires pension plans provide claimants at least sixty (60) days following the receipt of an adverse benefit determination to appeal such determination. Currently, the Plan provides claimants with sixty (60) days following receipt of an adverse benefit determination to file an appeal. For the purpose of accessing the right to appeal an adverse benefit determination made by the Fund, the Notice mandated the time period described as the Outbreak Period (March 1, 2020 through sixty (60) days following the end of the National Emergency designated for the novel coronavirus, COVID-19) must be disregarded in calculating a claimant’s time allotted to file such an appeal. On February 26 2021, the DOL issued guidance through Disaster Relief Notice 2021-01 on how to apply the mandate.

Effective March 1, 2020, the deadline for filing an appeal under the Plan has been extended due to COVID-19. The period disregarded in determining an applicable appeal deadline occurring during the Outbreak Period will end on the earlier of: (1) one year from the date the individual was first eligible for relief, or (2) the end of the Outbreak Period. The Outbreak Period is defined as the period from March 1, 2020, until 60 days after the Federal government announces the end of the National Emergency for COVID-19.

For example: On April 15, 2020, a Participant received an adverse benefit determination from the Fund, which stated the Participant has 60 days to file an appeal. The deadline to file the appeal would have been June 14, 2020 (60 days from April 15, 2020). However, since the Participant’s right to appeal was during the Outbreak Period, he/she has until June 14, 2021, to file his/her appeal or the end of the Outbreak Period if the Outbreak Period ends before June 14, 2021.

IN WITNESS WHEREOF, the undersigned Union Trustees and Employer Trustees hereby execute this Sixth Amendment to the Roofers Local #2 Supplemental Pension Plan this 21st day of May, 2021.

Union Trustees

Employer Trustees

DocuSigned by:
Denny Marshall
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DocuSigned by:
Duane Arnold
29A005770B444D5...

DocuSigned by:
Dan O'Donnell
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Dave Badi
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DocuSigned by:
James Shay
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