

**CLARIFYING AMENDMENT NO. 8
TO THE
EIGHTH DISTRICT ELECTRICAL PENSION FUND**

WHEREAS, the Plan Document of the Eighth District Electrical Pension Fund, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time; and

WHEREAS, it is the desire of the Trustees to amend the Plan Document to make clarifications;

NOW, THEREFORE, BE IT RESOLVED that the Plan shall be amended as follows:

- I. Effective June 28, 2019, Section 8.01 shall be clarified by deleting and replacing it with the following:

8.01 Pre-Retirement Death Benefit.

- a. If a Participant dies before reaching Vested Status, and has worked at least 500 Hours of Service in Covered Employment in either of the two (2) complete Plan Years immediately preceding his death (the Plan Year in which he died can be included as one of the Plan Years), then a lump-sum payment equivalent to the amount contributed to the Trust Fund on his behalf, up to a maximum of \$2,000, will be paid to his Beneficiary. In determining the amount of the lump-sum payment, however, only Contributions received after the Participant's last Permanent Break in Service, as defined in Section 5.05, will be counted.

However, for Participants working under a Collective Bargaining Agreement or Participation Agreement which has adopted or is subject to the terms of Rehabilitation Plan Alternative II, this Section shall not be applicable in the event of the death of the Participant subsequent to adoption or implementation of Rehabilitation Plan Alternative II.

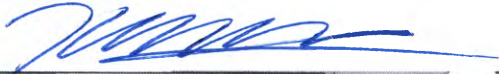
- b. Upon the death of a Participant who has reached Vested Status as defined in section 3.07, sixty (60) payments in a monthly amount calculated in accordance with section 3.02 will be paid to his Beneficiary. In addition, a lump-sum payment equivalent to the amount contributed to the Trust Fund on his behalf, up to a maximum of \$2,000, will be paid to his Beneficiary. In determining the amount of the lump-sum payment, however, only Contributions received after the Participant's last Permanent Break in Service, as defined in Section 5.05, will be counted.

However, for Participants working under a Collective Bargaining Agreement or Participation Agreement which has adopted or is subject to the terms of Rehabilitation Plan Alternative II, this Section shall not be applicable in the event of the death of the Participant subsequent to adoption or implementation of Rehabilitation Plan Alternative II.

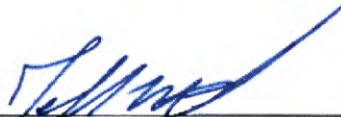
- c. Upon the death of a married Participant who has attained Vested Status as defined in section 3.07, the Participant's surviving legal Spouse shall have the option to waive the Pre-retirement Surviving Spouse Pension payable in accordance with section 6.08 and elect instead to receive the benefits of subsections a and b. above. An election to waive the Pre-Retirement Surviving Spouse Pension shall be made in accordance with section 6.11(g) of the Plan.

All other terms and conditions of the Plan shall remain in full force and effect.

Executed this 31st day of March, 2020.



Chair



Secretary

**AMENDMENT NO. 7
TO THE
EIGHTH DISTRICT ELECTRICAL PENSION FUND**

WHEREAS, the Plan Document of the Eighth District Electrical Pension Fund, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time; and

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED, that the Plan shall be amended as follows:

1. Effective for claims filed after April 1, 2018, Article 9 shall be amended by deleting Section 9.05, and inserting in its place the following Section 9.05:

9.05 Appeals Procedure and Determination of Disputes.

- a. No Employee, Participant, Pensioner, Beneficiary or other person shall have any right or claim to benefits under the Plan other than as specified in the Plan. Any dispute as to eligibility, type, amount or duration of benefits shall be resolved by the Board under and pursuant to the Trust Agreement and Plan and its decision shall be final and binding on all parties. No action may be brought for benefits under the Plan or any amendment or modification thereof, or to enforce any right thereunder, until after the claim therefor has been submitted to and determined by the Board, and thereafter the only action which may be brought is to enforce the decision of the Board or to clarify the rights of the parties under such decision. No such action may be brought at all unless brought within two (2) years after the date of such decision.
- b. Claims and Appeals Procedures for Non-Disability Claims.
 - (i) Initial Claims for Benefits

If a claim for benefits under the Plan is wholly or partially denied by the administrative office, written notice of the denial shall be furnished to the affected Employee or Participant (claimant) within ninety (90) days after receipt by the administrative office of the notice of claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period. In no event shall such extension exceed a period of ninety (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 administrative office expects to render final decision.

If notice of denial of a claim is not furnished to claimant in accordance with the preceding paragraph, the claim shall be deemed denied and the claimant shall be permitted to proceed to the review stage described in subsection (b)(ii).

The written notice of denial shall set forth in a manner calculated to be understood by the claimant:

1. the specific reason or reasons for the denial;
2. specific references to pertinent provisions of the Plan on which the denial is based;

3. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and
4. 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 civil action under ERISA Section 502(a) following an adverse benefit determination on review.

(ii) Appeal of Denial of Claim for Non-Disability Benefits.

The claimant or his duly authorized representative may appeal a claim to the Board and obtain a full and fair review of the claim and its denial.

Written request for review shall be filed with the administrative office within ninety (90) days after receipt by the claimant of written notification of denial of the claim. The request for review shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished to the administrative office. The request for review may contain a description of the issues and comments relating thereto. The claimant or his authorized representative shall be provided, upon request and free of charge, and shall have access to review relevant documents relating to the claim and denial. Upon good cause shown, the Board may permit the request for review to be amended or supplemented prior to review. The request for review may include a written request for hearing. If a hearing is requested, the Board may, at its discretion, hold a hearing and shall receive and hear any evidence or argument that cannot be presented satisfactorily by correspondence. The administrative office shall advise the claimant in writing of the date, time and place of the hearing at least twenty (20) days prior thereto.

The failure to file a written request for review within the ninety (90) day period (shall constitute a waiver of the claimant's right to a review of the denied claim. Such failure shall not, however, preclude the claimant from establishing his entitlement to benefits at a later date based on additional information and evidence which was not available to claimant at the time of decision on review. The failure of a claimant to timely request a hearing, or the failure of a claimant to appear at a hearing scheduled upon his request, shall constitute a waiver of the claimant's right to a hearing.

Upon receipt of a request for review the Board shall proceed to review the administrative file, including the request for review and its contents. Review of an adverse determination shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Review of an adverse benefit determination for disability benefits shall not afford deference to the initial benefit determination.

The Board shall make a decision on review at regularly scheduled meetings held at least quarterly, and a decision on review shall be made no later than the date of the meeting of the Board that immediately follows the administrative office's receipt of the request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a decision may be made no later than the date of the second meeting following the receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for review, a decision shall be rendered not later than the third meeting of the Board following the administrative office's receipt of the request for review.

If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The Plan shall notify the claimant of the decision of the Board as soon as possible after the meeting, but not later than five (5) days after the decision is made.

The written notice of denial shall set forth in a manner calculated to be understood by the claimant:

1. the specific reason or reasons for the adverse determination;
2. reference to specific Plan provisions on which the determination is based;
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; and
4. a statement of the claimant's right to bring civil action under ERISA section 502(a).

The decision on review shall be furnished to the claimant within the appropriate time described in this subsection 9.05(b)(ii). If the decision on review is not furnished within such time, the claim shall be deemed denied on review.

c. Claims and Appeals Procedures for Disability Claims

(i) Initial Claim for Disability Benefits.

If the application for benefits is a claim for disability benefits, the Plan shall notify the claimant of a denial in writing within a reasonable period of time, but not later than forty-five (45) days after the receipt by the Plan of the application or claim for benefits.

This period may be extended for up to thirty (30) days, provided the Plan determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the claimant, prior to the expiration of the initial forty-five (45) day period, of the circumstances requiring the extension and date by which a final decision is expected to be rendered. The period for making the determination may be extended by another thirty (30) day period if the Plan determines that the extension is necessary and notifies the claimant, prior to the end of the first thirty (30) day extension period of the circumstances requiring an extension and the date by which a final decision is expected to be rendered. Any notice of extension under this paragraph shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and additional information needed to resolve those issues. The claimant shall be afforded at least forty-five (45) days to provide such additional information.

If the application for benefits is a claim for disability benefits, the written notice of denial shall be furnished to the applicant, in a culturally and linguistically appropriate manner. Such notice shall include:

1. the specific reason or reasons for the denial;
2. specific references to pertinent provisions of the Plan on which the denial is based;
3. a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary;

4. 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; or
 - b. the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.
5. 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 civil action under ERISA Section 502(a) following an adverse benefit determination on review;
6. either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
7. if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
8. 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.

(ii) Appeal of Denial of Claim for Disability

The claimant or his duly authorized representative may appeal a claim of a denial of a disability benefit to the Board and obtain a full and fair review of the claim and its denial.

The claimant shall be afforded one hundred eighty (180) days after written notification of denial is provided to file a written request for review. The request for review shall state in clear and concise terms the reason or reasons for disputing the denial and shall be accompanied by any pertinent documentary material not already furnished to the administrative office. The request for review may contain a description of the issues and comments relating thereto. The claimant or his authorized representative shall be provided, upon request and free of charge, and shall have access to review relevant documents relating to the claim and denial. Upon good cause shown, the Board may permit the request for review to be amended or supplemented prior to review. The request for review may include a written request for hearing. If a hearing is requested, the Board may, at its discretion, hold a hearing and shall receive and hear any evidence or argument that cannot be presented satisfactorily by correspondence. The administrative office shall advise the claimant in writing of the date, time and place of the hearing at least twenty (20) days prior thereto.

The failure to file a written request for review within the one hundred eighty (180) day period shall constitute a waiver of the claimant's right to a review of the denied claim. Such failure shall not, however, preclude the claimant from establishing his entitlement to benefits at a later date based on additional information and evidence which was not available to claimant at the time of decision on review. The failure of a claimant to timely request a

hearing, or the failure of a claimant to appear at a hearing scheduled upon his request, shall constitute a waiver of the claimant's right to a hearing.

Before the Plan issues an adverse benefit determination on review of a disability benefit claim, the Plan shall provide the claimant, 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 disability 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 a reasonable opportunity to respond prior to that date.

Additionally, before the Plan can issue an adverse benefit determination on review of a disability benefit claim based on a new or additional rationale, the claimant will be provided, free of charge, with the rationale. The rationale 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 a reasonable opportunity to respond prior to that date.

Upon receipt of a request for review the Board shall proceed to review the administrative file, including the request for review and its contents. Review of an adverse determination shall take into account all comments, documents, records and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Review of an adverse benefit determination for disability benefits shall not afford deference to the initial benefit determination.

All notices to claimant shall be deemed to have been received by claimant three (3) days after such notice shall have been mailed by first class mail, postage prepaid, addressed to claimant at his last known address appearing in the records of the administrative office.

The Board shall make a decision on review at regularly scheduled meetings held at least quarterly, and a decision on review shall be made no later than the date of the meeting of the Board that immediately follows the administrative office's receipt of the request for review, unless the request for review is filed within thirty (30) days preceding the date of such meeting. In such case, a decision may be made no later than the date of the second meeting following the receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for review, a decision shall be rendered not later than the third meeting of the Board following the administrative office's receipt of the request for review.

If an extension of time for review is required because of special circumstances, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. The Plan shall notify the claimant of the decision of the Board as soon as possible after the meeting, but not later than five (5) days after the decision is made.

The written notice of denial of a disability benefit shall be furnished to the applicant, in a culturally and linguistically appropriate manner. Such notice shall include:

1. the specific reason or reasons for the adverse determination;
2. reference to specific Plan provisions on which the determination is based;

3. 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; or
 - b. the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.
4. 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;
5. a statement of the claimant's right to bring civil action under ERISA section 502(a) including a description of the two (2) year limitations period that applies to the claimant's right to bring such an action and the calendar date on which the two (2) year limitations period expires for the claim;
6. either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and
7. if the adverse benefit determination on review is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(iii) Deemed Exhaustion of Claims and Appeals Rules for Disability Benefits.

Unless it is found to be a "de minimis violation", if the Plan fails to strictly adhere to all the requirements found in Subsection 9.05(c), then the participant is deemed to have exhausted the administrative remedies under the Plan. "De Minimis" violations are defined as violations that "do not cause, and are not likely to cause, prejudice or harm to the participant so long as the Plan demonstrates that the violation was for good cause or due to matters beyond the control of the Plan and that the violation occurred in the context of an ongoing, good faith exchange of information between the Plan and the participant."

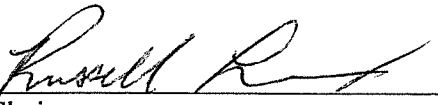
If the participant believes that the Plan failed to strictly adhere to all of the requirements found in this Subsection 9.05(c), the participant may request a written explanation of the violation from the Plan. The Plan will provide such explanation within ten (10) days, including a specific description of its bases, if any, for asserting that the violation should not cause the administrative remedies available under the Plan to be deemed exhausted.

If a participant files a lawsuit regarding the participant's claim or appeal for disability benefits and the court rejects the participant's request for immediate review on the basis because the court determined that Plan met the requirements of this Subsection 9.05(c)(iii), the claim shall be considered as refiled on appeal upon the Plan's receipt of the decision by the court. With a reasonable time after the receipt of the decision, the Plan shall provide the participant with notice of the resubmission.

- d. The decision on review shall be final and binding upon all parties including the claimant and any person claiming by or under the claimant. The provisions of this section 9.05 shall apply to and include any and every claim to benefits under the Plan and all rights asserted or capable of being asserted thereunder or against the Plan, regardless of the grounds or basis asserted for the claim and regardless of when the act or omission upon which the claim is based occurred.

All other terms and conditions of the Plan shall remain in full force and effect.

Executed this 28 day of March, 2018


Chair


Secretary

**AMENDMENT NO. 6
TO THE
EIGHTH DISTRICT ELECTRICAL PENSION FUND**

WHEREAS, the Plan Document of the Eighth District Electrical Pension Fund, revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time; and

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED, that the Plan shall be amended as follows:

1. Effective June 7, 2017, Article 6 shall be amended by deleting Section 6.11(g), and inserting in its place the following 6.11(g):

6.11 Survivor Benefit Limitations.

- g. If the Participant dies after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed at least as rapidly under the method of distribution being used prior to the Participant's death.

If the Participant dies before distribution of his or her interest begins and the Participant's surviving Spouse is the Participant's designated Beneficiary, the Participant's surviving Spouse may elect on an individual basis whether the 5-year rule found in section 6.12(c)(3) or the life expectancy rule found in sections 6.12(c)(1) and 6.12(g) of the plan applies to distributions after the death of a Participant who has named his or her surviving Spouse as designated Beneficiary.

If the Participant dies before distribution of his or her interest begins and the Participant's surviving Spouse is not the Participant's designated Beneficiary, distribution of the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

The Participant's surviving Spouse must elect the method of distribution no later than the earlier of: (a) The date distributions would be required to begin under section 6.12(c)(1) of the Plan, or (b) December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant's surviving Spouse does not elect a method of distribution under this paragraph, distributions will be made in accordance with the rules found in sections 6.12(c)(1) and 6.12(g).

If the Participant has no designated Beneficiary, distribution of the Participant's entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death. For purposes of this subsection, "designated Beneficiary" shall include individuals entitled to benefits under section 8.04(a).

If the surviving Spouse dies after the Participant, but before payments to such Spouse begin, the provisions of this subsection g. shall be applied as if the surviving Spouse were the Participant.

For purposes of this subsection g., distribution of a Participant's interest is considered to begin on the Participant's Required Beginning Date. If distribution in the form of an annuity described in subsection d. irrevocably commences to the Participant before the Required Beginning Date, the date distribution is considered to begin is the date distribution actually commences.

2. Effective June 7, 2017, Article 6 shall be amended by deleting Section 6.12, and inserting in its place the following Section 6.12:

6.12 Minimum Distribution Requirement

a. General. The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year. To the extent that the provisions of this Plan, including sections 6.03 and 7.01 are inconsistent with this section 6.12, this section shall govern. All distributions required under this section will be determined and made in accordance with Treasury Regulations under Section 401(a)(9) of the Internal Revenue Code.

b. 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, as defined in section 1.24.

c. 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:

1. If the Participant's surviving Spouse is the Participant's designated Beneficiary, then, except as provided in section 6.11(g), 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 the first of the month following the date the Participant would have attained Normal Retirement Age, if later.

2. If the Participant's surviving Spouse is not the Participant's designated Beneficiary, then, except as provided in section 6.11(g), distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
3. 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. For purposes of this subsection, "designated Beneficiary" shall include individuals entitled to benefits under section 8.04(a).
4. If the Participant's surviving Spouse is the Participant's designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this subsection c, other than paragraph 1, will apply as if the surviving Spouse were the Participant.

For purposes of this subsection c. and subsection g., distributions are considered to begin on the Participant's Required Beginning Date (or, if paragraph 4 above applies, the date distributions are required to begin to the surviving Spouse under paragraph 1). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under paragraph 1), the date distributions are considered to begin is the date distributions actually commence.

d. 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 subsections e., f., and g. of this section.

e. Determination of Amount to be Distributed Each Year. If the participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

1. The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
2. The distribution period will be over a live (or lives) or over a period certain not longer than the period described in subsection f. or g.
3. Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

4. Payments will either be non-increasing or increase only as follows:

- (a) by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
- (b) to the extent of the reduction in the amount of the participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in subsection f. dies or is no longer the Participant's Beneficiary pursuant to Qualified Domestic Relations Order; or
- (c) to pay increased benefits that results from a plan amendment.

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distribution begins, the date distributions are required to begin under subsection c., paragraph 1 and 2) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first Distribution Calendar Year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

Any additional benefits accruing to the Participant in a calendar year after the first Distribution Calendar Year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

- f. Requirements for Annuity Distributions That Commence During Participant's Lifetime. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A -2 of Section 1.40 l(a)(9)-6T of the Treasury Regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the designated Beneficiary after the expiration of the period certain.

Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is for a period certain and no life annuity, the period certain for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations, plus the excess of seventy (70) over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date.

Effective January 1, 2006, the 100% Joint and Survivor Option with a non-spouse Beneficiary as described in Section 7.01 of the Plan will be distributed in accordance with Q&A-2(c) of Section 1.401(a)(9)-6 of the Treasury Regulations. If the adjusted age difference between the Participant and Beneficiary is more than 10 years, the 100% Joint and Survivor Option is not available. The adjusted age difference between the Participant and Beneficiary is calculated by first subtracting the Beneficiary's age and the Participant's age on their respective birthdays in the calendar year of the annuity starting date. The difference is then reduced by the number of years that the Participant is younger than age 70 on the Participant's birthday in the calendar year of the annuity starting date.

g. Requirements for Minimum Distributions Where Participant Dies Before Date Distribution Begin. If the Participant dies before the date distribution of his or her interest begins and there is a designated Beneficiary, the participant's entire interest will be distributed, beginning no later than the time described in subsection c., paragraph 1 or 2, over the life of the designated beneficiary or over a period certain not exceeding:

1. Unless the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
2. If the Annuity Starting Date is before the first Distribution Calendar Year, the life expectancy of the designated Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

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. For purposes of this subsection, "designated Beneficiary" shall include individuals entitled to benefits under section 8.04(a).

If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving Spouse is the Participant's designated Beneficiary, and the surviving Spouse dies before distributions to the surviving Spouse begin, this subsection g will apply as if the surviving Spouse were the Participant, except that the time by which distributions must begin will be determined without regard to subsection c., paragraph 1.

h. Definitions.

1. Beneficiary. The individual who is designated as the Beneficiary in accordance with -sections 1.05 and 8.03 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 pursuant to subsection c.
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. Required Beginning Date. The date specified in Article 7, section 7.05(f) of the Plan.

3. Effective June 7, 2017, Article 8 shall be amended by deleting Section 8.01, and inserting in its place the following Section 8.01:

8.01 Pre-Retirement Death Benefit.

- a. If an Employee dies prior to being awarded a pension under this Plan, a lump-sum payment equivalent to the amount contributed to the Trust Fund on his behalf, up to a maximum of \$2,000 will be paid to his designated Beneficiary. In determining the amount of the lump sum payment, however, only Contributions received subsequent to the last Permanent Break in Service defined in section 5.05 will be counted. However, for Participants working under a Collective

Bargaining Agreement or Participation Agreement which has adopted or is subject to the terms of Rehabilitation Plan Alternative II, this Article shall not be applicable in the event of the death of the Participant subsequent to adoption or implementation of Rehabilitation Plan Alternative II.

- b. Upon the death of a Participant who has attained Vested Status as defined in section 3.07, sixty (60) payments in a monthly amount calculated in accordance with section 3.02 will be paid to his Beneficiary. This is in addition to the benefit described in subsection a. However, for Participants working under a Collective Bargaining Agreement or Participation Agreement which has adopted or is subject to the terms of Rehabilitation Plan Alternative II, this Article shall not be applicable in the event of the death of the Participant subsequent to adoption or implementation of Rehabilitation Plan Alternative II.
 - c. Upon the death of a married Participant who has attained Vested Status as defined in section 3.07, the Participant's surviving legal Spouse shall have the option to waive the Pre-retirement Surviving Spouse Pension payable in accordance with section 6.08 and elect instead to receive the benefits of subsections a and b. above. An election to waive the Pre-Retirement Surviving Spouse Pension shall be made in accordance with section 6.11(g) of the Plan.
4. Effective June 7, 2017, Article 8 shall be amended by deleting Section 8.03, and inserting in its place the following Section 8.03:

8.03 Designation of Beneficiary. Subject to the spousal waiver requirements of section 6.06, an Employee, Participant or Pensioner may designate a Beneficiary or Beneficiaries to receive any payments due and payable but not actually paid prior to the death of the Pensioner, or any benefits provided in accordance with sections 8.01 and 8.02 by forwarding such designation on a form acceptable to the Board to the administrative office. An Employee, Participant or Pensioner shall have the right to change his designation of Beneficiary without the consent of the Beneficiary but no such change shall be effective or binding on the Board unless it is received by the Board prior to the time any payments are made to the Beneficiary whose designation is on file with the Plan administrator. If a designated Beneficiary dies prior to the receipt of any payments, such payments shall then be paid in accordance with the procedure provided in section 8.04.

Notwithstanding the foregoing, in the event an Employee, Participant or Pensioner has designated his Spouse as his Beneficiary and the parties subsequently divorce, the Beneficiary designation shall automatically become null and void as of the date of divorce. Except to the extent otherwise expressly provided in a Qualified Domestic Relations Order ("QDRO"), if an Employee, Participant or Pensioner divorces his Spouse and would like his ex-Spouse to remain his designated Beneficiary, the Employee, Participant or Pensioner must file a new written Beneficiary designation with the Plan Administrator after the divorce. In the event an Employee, Participant or Pensioner had designated his Spouse and another individual as his Beneficiaries prior to his divorce,

only the portion of the Beneficiary designation that relates to his Spouse will automatically become null and void upon divorce.

5. Effective June 7, 2017, Article 8 shall be amended by deleting Section 8.04, and inserting in its place the following Section 8.04:

8.04 No Beneficiary Designation on Death or No Living Designated Beneficiary.

In the event an Employee, Participant or Pensioner fails to designate a Beneficiary, or that a designated Beneficiary predeceases the Employee, Participant or Pensioner, or if no surviving designated Beneficiary may be located after a reasonable search conducted for a period of two (2) years following the date on which any benefits provided under Sections 8.01 and 8.02 becomes payable, then payment shall be made to the following parties in the following order of priority:

- (a) To the surviving Spouse of the deceased Employee, Participant or Pensioner; or, if none,
- (b) To the surviving child or children of the deceased Employee, Participant or Pensioner, in equal shares; or, if none,
- (c) To the surviving parent or parents of the deceased Employee, Participant or Pensioner, in equal shares; or, if none,
- (d) To the surviving sibling or siblings of the deceased Employee, Participant or Pensioner, in equal shares; or, if none,
- (e) To the executor or administrator of the estate of the deceased Employee, Participant or Pensioner; or, if none,
- (f) In any manner chosen by the Trustees, subject to all applicable law.

Under no circumstances will any monies escheat to the state of Colorado or any other state.

If an Employee, Participant or Pensioner designates his Spouse as his sole Beneficiary and the Beneficiary designation becomes null and void in accordance with Section 8.03, the Employee, Participant or Pensioner shall be treated as though he died without designating a Beneficiary unless he files a new Beneficiary designation with the Plan Administrator before his death.

6. Effective June 7, 2017, Article 8 shall be amended by adding the following Section 8.05:

Section 8.05 Survivor Designation of Beneficiary. If the surviving Spouse or Beneficiary of a deceased Employee, Participant or Pensioner dies after entitlement to payment but before receiving full payment of the benefits provided under Sections 8.01(b) or 8.02, then payment shall be made to the designated Beneficiary of the

surviving Spouse or Beneficiary. If the surviving Spouse or Beneficiary of a deceased Employee, Participant or Pensioner is entitled to payment but does not designate a Beneficiary, and dies before receiving full payment of the benefits provided under Section 8.01(b) or 8.02, then payment shall be made to the following parties in the following order of priority:

- (a) To the surviving Spouse of the deceased Employee, Participant or Pensioner; or, if none,
- (b) To the surviving child or children of the deceased Employee, Participant or Pensioner, in equal shares; or, if none,
- (c) To the surviving parent or parents of the deceased Employee, Participant or Pensioner, in equal shares; or, if none,
- (d) To the surviving sibling or siblings of the deceased Employee, Participant or Pensioner, in equal shares; or, if none,
- (e) To the executor or administrator of the deceased Employee, Participant or Pensioner; or, if none,
- (f) In any manner chosen by the Trustees, subject to all applicable law.

Under no circumstances will any monies escheat to the state of Colorado or any other state.

7. Effective June 7, 2017, Article 8 shall be amended by adding the following Section 8.06:

Section 8.06 Disqualification of Beneficiary. Notwithstanding any other provision of this Plan, if the individual who would otherwise be the Beneficiary of the Employee, Participant or Pensioner intentionally caused the death of the Employee, Participant or Pensioner, such individual shall be treated as having predeceased the Employee, Participant or Pensioner and shall not be entitled to receive any benefits from this Plan. This provision shall not apply in the event its application would violate any Surviving Spouse rights under Internal Revenue Code § 401(a)(11) that cannot legally be divested by a plan provision.

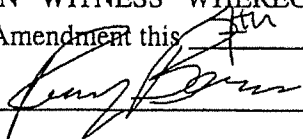
8. Effective June 7, 2017, Article 8 shall be amended by adding the following Section 8.07:

Section 8.07 Forfeiture of Death Benefits. If a non-spouse Beneficiary has not made a claim for death benefits by December 31 of the fifth calendar year following the year in which the Employee, Participant or Pensioner died, and the Plan administrator has been unable, with due diligence, to identify or locate any non-spouse Beneficiary all benefits payable to a non-spouse Beneficiary with respect to the deceased Employee, Participant or Pensioner shall be forfeited.

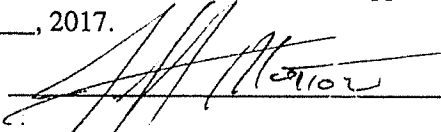
9. Effective June 7, 2017, Article 8 shall be amended by adding the following Section 8.08:

Section 8.08 Distribution to Minor Beneficiary. If benefits provided under Sections 8.01 and 8.02 are payable to a minor, the Trustees may pay the benefits due to the minor to the person having present custody or care of the minor and with whom the minor resides. Any recipient on behalf of the minor must agree in writing to apply the payments solely for the minor's support. The Trustees may pay the benefits due to the minor to a trust established for the benefit of the minor. The Trustees have sole discretion to make any payment of benefits to a minor by depositing the payments in a federally insured savings account in the name of the minor and by giving written notice of deposit to the minor. Payment made in the manner set forth in this Section will discharge the Trustees from any liability to the minor or anyone representing the minor's interest. No payment will be made under this Section to a government agency, except as required by a Qualified Domestic Relations Order, ERISA, or the Internal Revenue Code.

IN WITNESS WHEREOF, we have hereunto affixed our signature and approved this Amendment this 7th day of June, 2017.



Chairman



Secretary

**CLARIFYING AMENDMENT NO. 5 TO THE
RESTATED PLAN DOCUMENT OF
THE EIGHTH DISTRICT ELECTRICAL PENSION FUND**

WHEREAS, the Plan Document of the Eighth District Electrical Pension Fund dated April 1, 2014 provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to clarify the Plan Document;

NOW, THEREFORE, BE IT RESOLVED THAT the following clarifying amendment is made to the Plan Document:

1. Article 3, Section 3.19(g), previously amended by Amendment No. 1 to the Plan Document, is clarified to read in its entirety as follows:

Effective January 1, 2001 through April 14, 2014, a Participant shall not incur a Separation from Covered Employment for periods of absence while working under a salting agreement if; (1) the Participant and Local agreed upon the project(s) for which the salting arrangement applied; and (2) the salting agreement exclusively applied to a professional or industrial project, which did not include any construction.


Effective April 15, 2014, a Participant shall not incur a Separation from Covered Employment for periods of absence while working under a duly-executed salting agreement if such salting agreement was limited to no more than two years, identified the project(s) for which the salting agreement applied, and such salting agreement exclusively applied to a professional or industrial project which did not include any construction

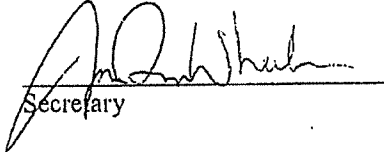
2. Article 5, Section 5.05(g), previously amended by Amendment No. 1 to the Plan Document, is clarified to read in its entirety as follows:

Effective January 1, 2001 through April 14, 2014, solely for the purpose of determining whether a Participant has incurred a Break in Service, any period in which a Participant worked under a salting agreement shall not be counted as a Break in Service for purposes of determining eligibility and vesting, if (1) the participant and Local agreed upon the project(s) for which the salting arrangement applied; and (2) the salting agreement exclusively applied to a professional or industrial project, which did not include any construction.

Effective April 1, 2014, solely for the purpose of determining whether a Participant has incurred a Break in Service, any period in which a Participant worked under a duly-executed salting agreement shall not be counted as a Break in Service for purposes of determining eligibility and vesting, if such salting agreement was limited to no more than two years, identified the project(s) for which the salting agreement applied, and such salting agreement exclusively applied to a professional or industrial project which did not include any construction.

Executed this 28th day of September, 2016


Chair


Secretary

AMENDMENT NO. 4
TO THE
EIGHTH DISTRICT ELECTRICAL PENSION FUND

WHEREAS, the Plan Document of the Eighth District Electrical Pension Fund revised and restated April 1, 2014, provides that the Plan may be amended by the Board of Trustees from time to time;

WHEREAS, it is the desire of the Trustees to amend the Plan Document;

NOW, THEREFORE, BE IT RESOLVED THAT the following amendment is made to the Plan Document effective March 1, 2016:

1. Article 5, Section 5.02 Years of Credits Service after the Contribution Date (Credited Future Service), subsection (d) shall be deleted in its entirety.
2. Article 5, Section 5.03, Benefit Units, subsection (d), shall be deleted in its entirety.
3. Article 5, Section 5.05, Breaks in Service, subsection (c)(2), Military Service, shall be deleted in its entirety.
4. Article 5, Section 5.07, Qualified Military Service, previously amended by Amendment No. 3, shall be amended and restated in its entirety to read as follows:

5.07 Qualified Military Service. Notwithstanding any provision to the contrary, contributions, benefits, and vesting service credit with request to Qualified Military Service will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), and Section 414(u) of the Internal Revenue Code for Participants who return to Covered Employment from Qualified Military Service on or after December 12, 1994.

The term "Military Service" or "Qualified Military Service" or "Service in the Uniformed Services" means the performance of duty on a voluntary or involuntary basis, whether in time of peace or war, in any of the Uniformed Services under competent authority and includes active duty, active and inactive duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and any National Guard duty performed pursuant to Federal law, any period for which an Employee is absent from Covered Employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which an Employee is absent from Covered Employment for the purpose of performing funeral honors duty as authorized by 10 U.S.C. § 12503 or 32 U.S.C. § 115.

Qualified Military Service will be counted for purposes of contributions, benefits, and vesting service credit, provided all of the following conditions are satisfied:

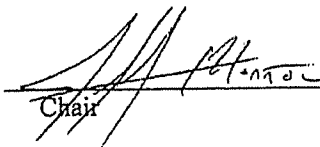
- a. A Participant must have reemployment rights under USERRA in order for periods of Qualified Military Service to be recognized.

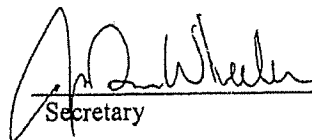
- b. A Participant must have worked at least one (1) hour in Covered Employment before entering Qualified Military Service.
- c. No more than five (5) years of Qualified Military Service may be recognized for any purpose except as required by law.
- d. A Participant who returns to work after a period of Qualified Military Service under a collective bargaining agreement which requires contributions to be paid to a Plan that is signatory to the Electrical Industry Pension Reciprocal Agreement and reciprocates such contributions to this Plan under Section 4.01 of this Plan shall accrue contributions, benefits, and vesting service credit under this Plan for the period of Qualified Military Service.

The Board of Trustees have established a written USERRA Policy that governs the Plan's procedures with respect to an Employee's service in Qualified Military Service.

For Qualified Military Service on or after January 1, 2007, the survivors of a Participant who dies while performing Qualified Military Service shall receive any additional benefits (other than benefit accruals relating to the period of Qualified Uniformed Service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

Executed this 16th day of March, 2016


Chair


Secretary

**CLARIFYING AMENDMENT NO. 3
TO THE RESTATED PLAN DOCUMENT
OF THE
EIGHTH DISTRICT ELECTRICAL PENSION FUND**

The Restated Rules and Regulations of the Eighth District Electrical Pension Fund effective April 1, 2014, are hereby clarified as follows:

1. Article 5, Section 5.07, shall be clarified as follows:
 - a. Subsection c. shall be deleted in its entirety;
 - b. Subsection d. shall be renumbered as subsection "c." and further amended by striking "one thousand (1,000) hours" and replacing it with "one (1) hour";
 - c. Subsection e. shall be deleted in its entirety;
 - d. Subsection "f." shall be renumbered as subsection "d."
 - e. Subsection "g." shall be renumbered as subsection "e" and further amended by deleting the word "service" and replacing with "work after a period of Qualified Military Services" and by deleting the word "within 90 days after Qualified Military Service" and in the last sentence by adding the word "the" between "for" and "period";
 - f. Subsection "h" shall be renumbered as subsection "f" and the word credited shall be replaced with the word "credit".

2. Section 5.07 as clarified in its entirety follows:

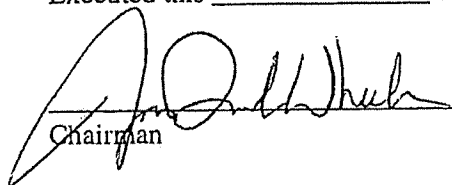
5.07. **Qualified Military Service.** Notwithstanding any provisions to the contrary, contributions, benefits and vesting service credit with respect to Qualified Military Service will be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), and Section 414(u) of the Internal Revenue Code for Participants who return to Covered Employment from Qualified Military Service on or after December 12, 1994. Qualified Military Service will be counted for purposes of contributions, benefits and vesting service credit, provided all of the following conditions are satisfied:

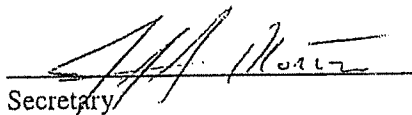
- a. A Participant must have reemployment rights under USERRA in order for periods of Qualified Military Service to be recognized.
- b. A Participant must not have incurred a One-Year Break in Service at the time he entered Qualified Military Service.
- c. A Participant must have worked at least one (1) hour in Covered Employment before entering Qualified Military Service.
- d. No more than five (5) years of Qualified Military Service may be recognized for any purpose except as required by law.

- e. A Participant who returns to work after a period of Qualified Military Service under a collective bargaining agreement which requires contributions to be paid to a Plan that is signatory to the Electrical Industry Pension Reciprocal Agreement and reciprocates such contributions to this Plan under Section 4.01 of this Plan shall accrue contributions, benefits, and vesting service credit under this Plan for the period of Qualified Military Service.
- f. Contributions, benefits and vesting service credit granted under this Plan for Qualified Military Service shall be funded through the Plan.

All other terms and conditions of the Plan shall remain in full force and effect.

Executed this 23rd day of September, 2015.


Chairman


Secretary

AMENDMENT NO. 2
TO THE
RESTATED PLAN DOCUMENT
OF THE
EIGHTH DISTRICT ELECTRICAL PENSION FUND

The Restated Rules and Regulations of the Eighth District Electrical Pension Fund effective April 1, 2014, are hereby amended in the following manner:

1. Effective July 1, 2007, Article 1 shall be amended at Section 1.08 by inserting the following additional paragraph at the end of Section 1.08:

For Limitation Years beginning on or after July 1, 2007, Compensation for a Limitation Year shall include payments made by the later of two and one-half (2 ½) months after severance from employment, or the end of the Limitation Year that includes the date of severance from employment if, absent a severance from employment, such payments would have been paid to the Employee while the Employee 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.

2. Effective April 1, 2014, Article 1 shall be amended at Section 1.17 by deleting the Section in its entirety and inserting in its place the following Section 1.17:

Hours under this section 1.17 will be calculated and credited pursuant to Section 2530.200b-2(b) and (c) and Section 2530.200b-2(f) of the Department of Labor Regulations, which are incorporated herein by this reference.

3. Effective June 26, 2013, Article 1 shall be amended at Section 1.26 by deleting the Section in its entirety and inserting in its place the following Section 1.26:

"Spouse" means the person to whom a Participant is legally married under the laws of a United States or foreign jurisdiction that has the legal authority to sanction marriages, regardless of where the parties live and regardless of whether the parties are of the same or opposite sex, and, to the extent required by a QDRO, a Participant's former Spouse.

4. Effective April 1, 2014, Article 3 shall be amended at Section 3.03 by inserting the following new subsection (f) at the end of Section 3.03:

f. Effective for Pension Applications received on or after April 1, 2014, the requirement of having earned at least thirty (30) years of Credited Service and whether the Participant has incurred a Separation from Covered Employment for eligibility for a Service Pension only may include Credited Service based on hours worked for the International Brotherhood of Electrical Workers International Office or the National Office of the National Electrical Contractors Association, provided the Participant was a

Vested Participant prior to commencing work for the International Brotherhood of Electrical Workers International Office or the National Office of the National Electrical Contractors Association. However, no Benefit Units will be earned for hours worked for the International Brotherhood of Electrical Workers International Office or the National Office of the National Electrical Contractors Association.

5. Effective April 1, 2014, Article 3 shall be amended at Section 3.21 by deleting the first paragraph of Section 3.21 and inserting in its place the following paragraph at the beginning of Section 3.21:

From time to time, the Board may but shall not be required to increase the pension benefit being paid or payable to Pensioners and Beneficiaries. Any such adjustment shall be set forth in this section 3.21 in the chronological sequence in which such increases occurred. Any such increase which is a one-time payment (a "thirteenth check") shall not be considered to be an accrued benefit and shall not vest the Participant with a right to such increases on a yearly basis.

6. Effective October 1, 2004, Article 9 shall be amended at Section 9.01(a) by deleting Section 9.01(a) in its entirety and inserting in its place the following Section 9.01(a):

- a. A Participant who is eligible to receive benefits under this Plan and who makes application in accordance with the rules of the Plan shall be entitled upon the Annuity Starting Date to receive benefits, subject to the provisions of this Plan. The Plan Administrator will notify the Participant when a benefit under the Plan is requested. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefits available under the Plan in a manner that would satisfy the notice requirements of Section 417(a)(3) of the Internal Revenue Code and Section 1.417(a)(3)-1 of the Treasury Regulations.

7. Effective April 1, 2014, Article 11 shall be amended at Section 11.01(b) by deleting Section 11.01(b) in its entirety and inserting in its place the following Section 11.01(b):

- b. if the amendment meets the requirements of Section 302(c)(8) of ERISA and Section 412(d)(2) of the Internal Revenue Code, and the Secretary of Labor has been notified of such amendment and has either approved of it or, within ninety (90) days after the date on which such notice was filed, failed to disapprove.

8. Effective April 1, 2008, Article 13 shall be amended at Section 1(f) by deleting Section 1(f) in its entirety and inserting in its place the following Section 1(f):

- (f) "Key Employee" means any employee or former employee (including any deceased employee) who at any time during the Plan Year that includes the determination date was an officer of the Employer having annual compensation greater than \$130,000 (as adjusted under Section 416(i)(1) of the Internal Revenue Code for Plan Years beginning after December 31, 2002), a 5% owner of the Employer, or a 1% owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual

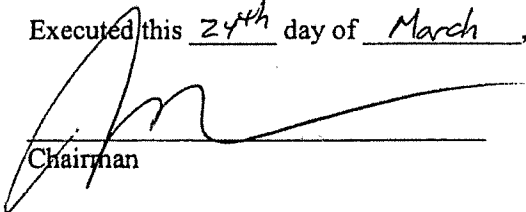
compensation means compensation within the meaning of Section 1.415(c)-2(d)(3) of the Treasury Regulations. The determination of who is a key employee will be made in accordance with Section 416(i)(1) of the Internal Revenue Code and the applicable regulations and other guidance of general applicability issued thereunder.

(1) A "five percent owner" of the Employer. "Five percent owner" means any person who owns (or is considered as owning within the meaning of Section 318 of the Internal Revenue Code) more than five percent (5%) of the outstanding stock of the Employer or stock possessing more than five percent (5%) of the total combined voting power of all stock of the Employer, or, in case of an unincorporated business, any person who owns more than five percent (5%) of the capital or profits interest in the Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Section 414(b), (c), and (m) of the Internal Revenue Code shall be treated as separate employers; or

(2) A "one percent owner" of the Employer having an annual compensation (as defined in Section 1.415(c)-2(d)(3) of the Treasury Regulations) from the Employer of more than \$150,000. "One percent owner" means any person who owns (or is considered as owning within the meaning of Section 318 of the Internal Revenue Code) more than one percent (1%) of the outstanding stock of the Employer or stock possessing more than one percent (1%) of the total combined voting power of all stock of the Company, or, in case of an unincorporated business, any person who owns more than one percent (1%) of the capital or profits interest in the Employer. In determining percentage ownership hereunder, employers that would otherwise be aggregated under Sections 414(b), (c), and (m) of the Internal Revenue Code shall be treated as separate employers. However, in determining whether an individual has annual compensation of more than \$150,000, annual compensation from each employer required to be aggregated under Sections 414(b), (c), and (m) of the Internal Revenue Code shall be taken into account.

All other terms and conditions of the Plan shall remain in full force and effect.

Executed this 24th day of March, 2015.


Chairman


Secretary

AMENDMENT NO. 1
TO THE
RESTATED PLAN DOCUMENT
OF THE
EIGHTH DISTRICT ELECTRICAL PENSION FUND

Effective April 15, 2014, the Restated Rules and Regulations of the Eighth District Electrical Pension Fund effective April 1, 2014, are hereby amended as follows:

1. A new subsection (g) shall be added to Article 3, Section 3.19 as follows:

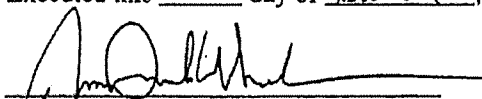
g. A Participant shall not incur a Separation from Covered Employment for periods of absence while working under a duly executed salting agreement if such salting agreement was limited to no more than two years, identified the project(s) for which the salting agreement applied, and such salting agreement exclusively applied to a professional or industrial project which did not include any construction.

2. A new subsection (g) shall be added to Article 5, Section 5.05 as follows:

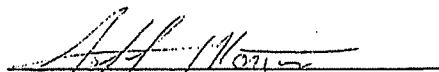
g. Solely for the purpose of determining whether a Participant has incurred a Break in Service, any period in which a Participant worked under a duly executed salting agreement shall not be counted as a Break in Service for purposes of determining eligibility and vesting, if such salting agreement was limited to no more than two years, identified the project(s) for which the salting agreement applied, and such salting agreement exclusively applied to a professional or industrial project which did not include any construction.

All other terms and conditions of the Plan shall remain in full force and effect.

Executed this 11th day of March, 2015.



Chairman



Secretary