

**AMENDMENT NO. 1
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deem it desirable to further amend the Plan;

BE IT RESOLVED, that the Board of Trustees hereby amend the Plan effective as of January 1, 2017, as follows:

I. Section 5.1, Normal Pension, is amended by adding a new Section 5.1(c) as follows:

(c) \$103.00 multiplied by the number of years of Credited Service earned by reason of Covered Employment worked after December 31, 2016.

II. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 1 to the Plan, executed this ____ day of _____, 2017.

UNION TRUSTEES

Darryl M. Mural
Myra L. Smith
Darryl M. Mural

EMPLOYER TRUSTEES

William S. Smith
William S. Smith
Christopher C. Cenn



**AMENDMENT NO. 2
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deem it desirable to further amend the Plan;

BE IT RESOLVED, that the Board of Trustees hereby amend the Plan effective as of January 1, 2018, as follows:

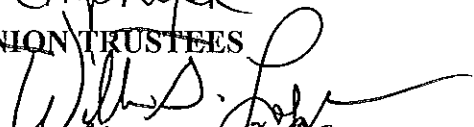
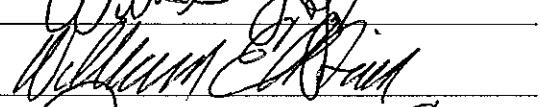
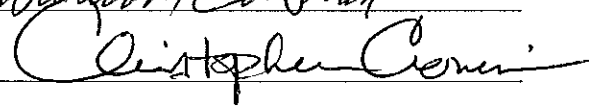
- I. Section 3.3(b), Credited Service, is amended by adding the following paragraph and schedule at the end as follows:

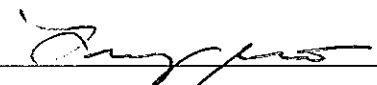
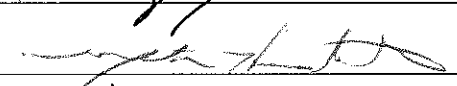
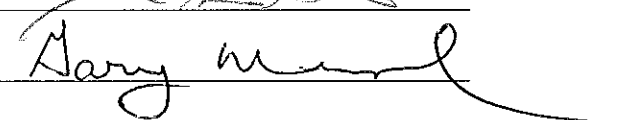
Effective for hours worked on or after January 1, 2018, Credited Service shall be determined on the basis of the following schedule:

<u>Hours Worked During Calendar Year</u>	<u>Credited Service</u>
2,000 or more	1.3
1,800-1,999	1.2
1,600-1,799	1.1
1,400-1,599	1.0
1,200-1,399	0.9
1,000-1,199	0.8
800-999	0.6
600-799	0.5
0-599	None

- II. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 2 to the Plan, executed this ____ day of _____, 2017.

Employer
UNION TRUSTEES




Union
~~EMPLOYER~~ TRUSTEES




**AMENDMENT NO. 3
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deemed it desirable to further amend the Plan at its meeting on March 22, 2018;

WHEREAS, the Board of Trustees wish to memorialize the action taken at its meeting on March 22, 2018;

BE IT RESOLVED, that the Board of Trustees hereby memorialize its amendment of the Plan effective as of January 1, 2018, pursuant to a Motion made on March 22, 2018, as follows:

- I. Section 3.3(b), Credited Service, is amended by replacing the final paragraph and schedule at the end (previously added by Amendment No. 2 to the Plan) as follows:

Effective for hours worked on or after January 1, 2018, Credited Service shall be determined on the basis of the following schedule:

<u>Hours Worked During Calendar Year</u>	<u>Credited Service</u>
2,000 or more	1.3
1,800-1,999	1.2
1,600-1,799	1.1
1,400-1,599	1.0
1,200-1,399	0.9
1,000-1,199	0.8
800-999	0.7
600-799	0.6
0-599	None

- II. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.



IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 3 to the Plan, executed this 27th day of June 2019.

UNION TRUSTEES

Mary M. [Signature]
[Signature]
[Signature]

EMPLOYER TRUSTEES

William D. [Signature]
William O. [Signature]
Christopher Cienin



AMENDMENT NO. 4
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015 and was subsequently amended by Amendment No. 1, Amendment No. 2 and Amendment No. 3 thereto; and

WHEREAS, the Board of Trustees deemed it desirable to further amend the Plan at its meeting held on September 19, 2018;

WHEREAS, the Board of Trustees wish to memorialize the action taken at its meeting held on September 19, 2018;

NOW THEREFORE, BE IT RESOLVED, that the Board of Trustees hereby memorialize its amendment of the Plan effective as of January 1, 2018, pursuant to a Resolution adopted on September 19, 2018 to adopt "fresh start," as follows:

- I. A new Article XIV is hereby added in its entirety as follows, with subsequent Articles of the Plan renumbered accordingly:

ARTICLE XIV WITHDRAWAL LIABILITY

- 14.1 Employer withdrawal liability, if any, shall be computed under the basic presumptive method as provided in Section 4211(b) of ERISA. Effective for calculating the amount of liability for withdrawals from the Plan on and after January 1, 2018, and pursuant to Section 4211(c)(5)(E) of ERISA and the regulations promulgated thereunder:

- (a) "the plan year ending December 31, 2017" will substitute for "the plan year ending before September 26, 1980" as used in Section 4211(b) of ERISA; and

- (b) "plan years ending after December 31, 2017" will substitute for "plan years ending after September 25, 1980" as used in Section 4211(b) of ERISA.

For the avoidance of doubt, the Plan may disregard, when calculating the amount of liability for withdrawals on or after January 1, 2018, any unfunded vested benefits created in Plan Years prior to the Plan Year ending December 31, 2017, provided the Plan has no unfunded vested benefits for the Plan Year ending December 1, 2017.

- 14.2 The Plan's unfunded vested benefits for Plan Years ending after December 31, 2017 are reduced by the value of all outstanding claims for withdrawal

liability that can reasonably be expected to be collected from employers that had withdrawn from the Plan as of December 31, 2017.

11. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 4 to the Plan, executed this 19th day of December 2018.

EMPLOYER TRUSTEES

William S. Lyle
William C. Smith
Christopher Cernini

UNION TRUSTEES

Mary Ward
John J. Smith
James J. Smith

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**AMENDMENT NO. 5
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees of the Roofers' Pension Fund ("Trustees") deemed it desirable to further amend the Plan at its meeting held on December 19, 2018;

WHEREAS, the Trustees wish to memorialize the action taken at their meeting held on December 19, 2018;

BE IT RESOLVED, that the Trustees hereby amend the Plan effective for pension benefits payable on or after January 1, 2019, as follows:

- I. Subsection (b) of Section 4.7 – Reemployment and Continued Employment of Participants – is amended by adding a new paragraph at the end of Section 4.7(b) to read in its entirety as follows:**

In addition to being able to work up to 300 hours in Covered Employment in a calendar year with prior Trustee approval, a Pensioner who has not attained Normal Retirement Age may, with prior notice to the Fund Office, work up to 39 hours in Covered Employment for any month during the period January 1, 2019 through December 31, 2019 without a suspension of his Pension as a result of such work. For the avoidance of doubt, the 300-hours rule described above will apply first to any work in Covered Employment before application of the 39-hours rule described herein.

- II. Subsection (c) of Section 4.7 – Reemployment and Continued Employment of Participants – is amended by adding a new paragraph at the end of Section 4.7(c) to read in its entirety as follows:**

A Pensioner who has attained Normal Retirement Age may work an unlimited number of hours in Covered Employment for any month during the period January 1, 2019 through December 31, 2019 without a suspension of his Pension as a result of such work.

- III. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.**



IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 5 to the Plan, executed this 27th day of March 2019.

3RD APRIL

EMPLOYER TRUSTEES

William S. Lee

Daniel E. Smith

Christopher Cenni

UNION TRUSTEES

Myra Thibault

Darryl M. [Signature]

[Signature]

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**AMENDMENT NO. 6
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deem it desirable to further amend the Plan;

BE IT RESOLVED, that the Board of Trustees hereby amends the Plan effective as of January 1, 2020, as follows:

I. Section 2.2 (b) of the Plan is hereby amended so that after amendment it provides as follows:

"(b) Association: The Chicago Roofing Contractors' Association, Inc.
The Illinois Valley Contractors Association, Inc."

II. Section 2.2 of the Plan is hereby amended by adding new subsections 2.2(o) and 2.2(p) at the end thereof to provide as follows:

"(o) LaSalle 11A Participants: Participants who are employed in the LaSalle Local 11A jurisdiction for whom Contributions are required pursuant to a Collective Bargaining Agreement between the Union and the Illinois Valley Contractors Association, Inc.

(p) Illinois Valley Contractors Association, Inc. – Local 11A Agreement or IVCA-Local 11A Agreement: The Collective Bargaining Agreement between the Union and the Illinois Valley Contractors Association, Inc., requiring Contributions to the Plan on behalf of LaSalle 11A Participants."

III. Section 3.3 of the Plan is hereby amended by adding a new subsection 3.3(b)-(A) to provide as follows:

"(b)-(A) Credited Service for LaSalle 11A Participants: Effective for hours worked on or after January 1, 2020, Credited Service for LaSalle 11A Participants working under the IVCA-Local 11A Agreement shall be determined on the basis of the following schedule:

<u>Hours Worked During Calendar Year</u>	<u>Credited Service</u>
2,000 or more	1.3
1,800-1,999	1.2
1,600-1,799	1.2
1,400-1,599	1.1



1,100-1,399	1.0
1,000-1,099	0.9
800-999	0.8
600-799	0.7
0-599	None

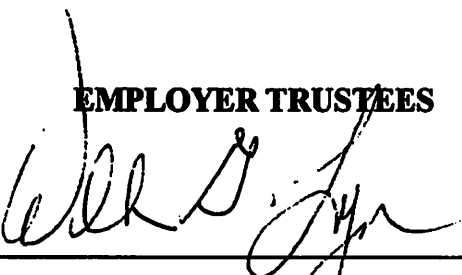
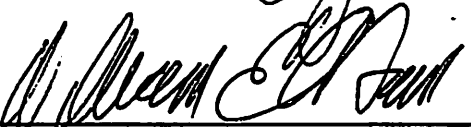

The term "hours worked" as used in this Section shall include any hours granted for which Credited Service is accrued under the provisions of this Section.

If a Participant has hours worked under Section 3.3(b) and Section 3.3(b)-(A) during a Plan Year, the Participant's Credited Service for that Plan Year will be determined as the greater of (1) Credited Service based on those hours worked under the Section 3.3(b)-(A) schedule or (2) Credited Service based on the total hours worked under the Plan under the Section 3.3(b) schedule.

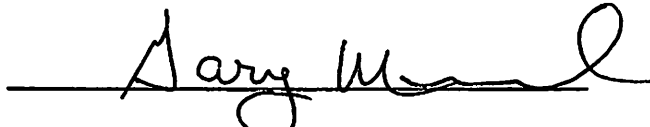
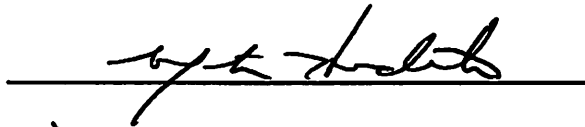

IV. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 6 to the Plan, executed this 18th day of September 2019.

EMPLOYER TRUSTEES

UNION TRUSTEES



**AMENDMENT
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deemed it desirable to further amend the Plan;

WHEREAS, the Board of Trustees wish to memorialize the action taken at its meeting on;

BE-IT RESOLVED, that the Board of Trustees hereby amend the Plan effective as of April 1, 2016, as follows:

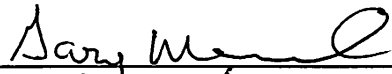
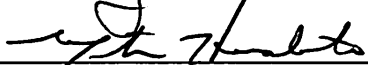
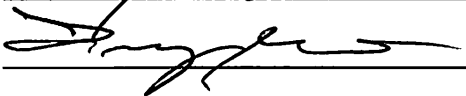
- I. Section 5.7, Benefit Increases After Retirement, is amended by adding a new paragraph at the end of Section 5.7 to read in its entirety as follows:

The Pension payable to or on behalf of any Participant whose Retirement or death occurred prior to April 1, 2016 shall be increased by three (3%) percent with respect to payments due on or after April 1, 2016. This provision shall not apply to a Deferred Vested Pension or to beneficiaries receiving a Pension due to a qualified domestic relations order, as defined in Section 414(p) of the Code, under which entitlement to future benefit increases is not permitted.



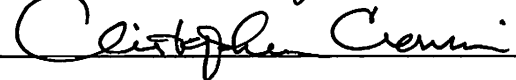
- II. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment to the Plan, effective as stated herein.

UNION TRUSTEES

EMPLOYER TRUSTEES

AMENDMENT NO. 8
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees of the Roofers' Pension Fund ("Trustees") deemed it desirable to further amend the Plan.

BE IT RESOLVED, that the Trustees hereby amend the Plan, effective as of January 1, 2020, as follows:

I. Subsection (i) of Section 2.3 – Determination of Benefits – is amended in its entirety to read as follows:

(i) Actuarial (or Actuarially) Equivalent: Equality in value of the aggregate amounts expected to be received under different forms of payment, as determined by use of the appropriate factors listed in Appendix A and Appendix B. For Pension benefits that commence on and after January 1, 2020, the appropriate factors to use are listed in "Appendix A (Effective 1/1/2020)" and "Appendix B (Effective 1/1/2020)."

For purposes of calculating the recomputed Pension described in Section 4.7(a) or the Survivor's Pension described in Section 6.3, the Actuarial Equivalent of Pension payments shall be determined on the basis of the UP-1984 Unisex Mortality Table at 6%. Effective for pension commencing on or after January 1, 2020, for purposes of calculating the recomputed Pension described in Section 4.7(a) or the Survivor's Pension described in Section 6.3, the Actuarial Equivalent of Pension payments shall be determined on the basis of the RP-2018 Annuitant Blue Collar Mortality Table at 6%. For purposes of complying with the provisions of Section 4.9 in applying actuarial increases for benefits that commence after a Participant's Normal Retirement Date, for Participants who have attained Normal Retirement Age as of January 1, 2020, the Actuarial Equivalent of Pension payments shall be determined on the basis of the UP-1984 Unisex Mortality Table at 6%.

With respect to any payments under the plan in a single sum or a series of payments less than 10 years, the Actuarial Equivalent amount shall be calculated by using the applicable mortality table prescribed by the Secretary of the Treasury for purposes of section 417(e)(3) of the Code and the applicable interest rate for said section determined for the month of November prior to the beginning of the Plan Year in which the distribution is made.


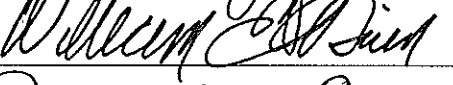
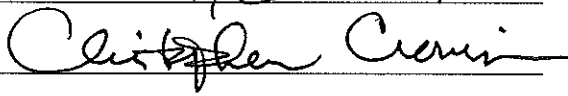
- II. Appendix A of the Plan document is hereby amended by adding at the end "Appendix A (Effective 1/1/2020)" provided in its entirety in Exhibit 1 attached hereto.**
- III. Appendix B of the Plan document is hereby amended by adding at the end "Appendix B (Effective 1/1/2020)" provided in its entirety in Exhibit 2 attached hereto.**



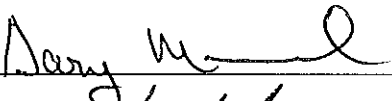
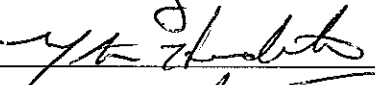
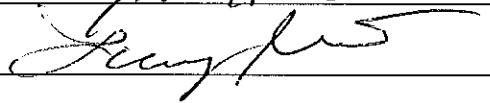
- IV. All references to "Appendix A" in the Plan document shall refer to "Appendix A (Effective 1/1/2020)" for Pension benefits that commence on and after January 1, 2020.
- V. All references to "Appendix B" in the Plan document shall refer to "Appendix B (Effective 1/1/2020)" for Pension benefits that commence on and after January 1, 2020.
- VI. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 8 to the Plan, executed this 18th day of December, 2019.

EMPLOYER TRUSTEES

UNION TRUSTEES



**AMENDMENT NO. 9
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deemed it desirable to further amend the Plan;

WHEREAS, the Board of Trustees wish to memorialize the action taken at its meeting on December 18, 2019;

BE IT RESOLVED, that the Board of Trustees hereby amends the Plan effective follows:

I. Effective for claims made on or after January 1, 2020, the second paragraph of Section 4.4, Disability Retirement, is amended to read, in its entirety, as follows:

Before approving payment of any Disability Pension, the Participant must furnish proof of his total and permanent Disability by submitting medical evidence, at his own expense, as may be accepted by the Trustees. Acceptable medical evidence can be in the form of either: (1) a terminal diagnosis from a physician providing that the Participant is not expected to live more than 12 months beyond the date of the pension application; or (2) a determination by an independent medical reviewer of the Trustees' choice that the Participant has suffered a total and permanent Disability.

II. Effective for work performed on or after January 1, 2020, the last paragraph of subsection (b) of Section 4.7, Reemployment and Continued Employment of Participants, is amended to read, in its entirety, as follows:

A Participant who has not attained Normal Retirement Age and receives prior approval from the Trustees, may work in Covered Employment for calendar year 2020 without a suspension of his Pension provided the following conditions are met: (1) he works 300 hours or less in the 2020 calendar year; or (2) he does not work 40 or more hours in any calendar month after working at least 300 hours in the 2020 calendar year (for the avoidance of doubt, the total hours in Covered Employment for the month the Participant crosses the 300 hour threshold must be less than 40 hours). If the Participant fails to meet either of these conditions, all of his Pension payments for calendar year 2020 shall be suspended. This provision shall terminate as of December 31, 2020, but may be extended to future Plan years by resolution of the Trustees without further amendment of the Plan.

III. Effective for work performed on or after January 1, 2020, the last paragraph of subsection (c) of Section 4.7, Reemployment and Continued Employment of Participants, is amended to read, in its entirety, as follows:

A pensioner who has attained Normal Retirement Age may work an unlimited number of hours in Covered Employment for any month during the period January 1, 2019 through December 31, 2020 without a suspension of his Pension as a result of such work.

IV. Effective January 1, 2020, Section 5.7, Benefit Increases After Retirement, is amended by adding a new paragraph at the end of Section 5.7 to read, in its entirety, as follows:

Effective January 1, 2020, all pensioners and beneficiaries receiving a Normal Pension, Early Pension, or Disability Pension, but not a Deferred Vested Pension, with a benefit payable by the Plan as of January 1, 2020, shall receive a one-time extra (13th) check in the amount equal to their monthly Pension payable as of January 1, 2020, including any applicable Social Security Supplement.

Notwithstanding the foregoing, the following persons are not eligible for the 13th check: (1) a surviving spouse who is not married to the pensioner as of the date of the pensioner's death, and (2) an alternate payee eligible for benefits under the Plan pursuant to a qualified domestic relations order, as defined in Section 414(p) of the Code.

V. Effective for claims made on or after January 1, 2020, the fourth paragraph of Section 6.1, Payment of Pensions, is amended to read, in its entirety, as follows:

In lieu of the Joint and Survivor Pension, a Participant may elect in writing, within the 180-day period prior to the date his Pension is to commence, and only with the consent of his Eligible Spouse, to receive a monthly amount in the form of the 5-year certain and life Pension computed under ARTICLE V; or a Participant entitled to receive a Normal or Early Pension may elect an optional form of benefit under Section 6.5, provided his Eligible Spouse consents to his optional election. A Participant may also revoke any election made under this Section 6.1 at any time during the 180-day period preceding the date the Participant's Pension commences if the purpose of such revocation is to reinstate coverage under the 50% Joint and Survivor Pension.

VI. Section 6.2, Five Year Certain and Life Form of Benefit, is clarified by adding a new paragraph at the end of Section 6.2 to read, in its entirety, as follows:

A beneficiary who is eligible to receive a monthly survivor benefit under the 5-year certain and life Pension under this Section 6.2 may elect to receive a lump sum payment that is the Actuarial Equivalent of the monthly benefit. Payment to the beneficiary shall be made as of the first day of the month in which the death of the Participant occurs.

VII. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 9 to the Plan, executed this 25th day of March 2020.

UNION TRUSTEES

DocuSigned by:

Gary Menzel

DocuSigned by:
E154558D2D8C4C9...

Marty Headke

DocuSigned by:
C97073399D9C460...

Larry Gnat

E154558D2D8C4C9...

EMPLOYER TRUSTEES

DocuSigned by:

Bill Lynch

DocuSigned by:
5B415A0CC801496...

William E. O'Brien

DocuSigned by:
9c4b3100d18c479...

Chris Cronin

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**AMENDMENT NO. 10
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deem it desirable to further amend the Plan;

WHEREAS, the Board of Trustees wish to memorialize the action taken at its meeting on September 22, 2021;

BE IT RESOLVED, that the Board of Trustees hereby amends the Plan effective as follows:

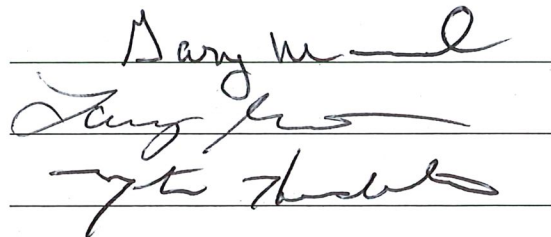
I. Effective January 1, 2022, Section 5.1, Normal Pension, is amended by adding a new Section 5.1(d) as follows:

(d) \$125.00 multiplied by the number of years of Credited Service earned by reason of Covered Employment worked after December 31, 2021.

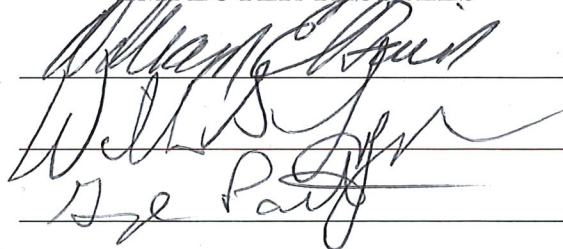
II. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 10 to the Plan, executed this 15th day of December 2021.

UNION TRUSTEES



EMPLOYER TRUSTEES



**AMENDMENT NO. 11
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deem it desirable to further amend the Plan;

WHEREAS, the Board of Trustees wish to memorialize the action taken at its meeting on December 15, 2022;

BE IT RESOLVED, that the Board of Trustees hereby amends the Plan effective as follows:

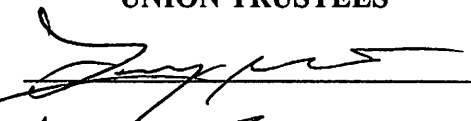
- I. Section 5.7, Benefit Increases After Retirement, is amended by adding a new paragraph at the end of Section 5.7 to read in its entirety as follows:**

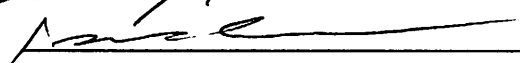
The Pension payable to or on behalf of any Participant whose Retirement or death occurred prior to February 1, 2023 shall be increased by three (3%) percent with respect to payments due on or after February 1, 2023. This provision shall not apply to any Deferred Vested Pension, including but not limited to surviving spouses of Participants who were receiving or were entitled to receive a Deferred Vested Pension upon their death, or to beneficiaries receiving a Pension due to a qualified domestic relations order, as defined in Section 414(p) of the Code, under which entitlement to future benefit increases is not permitted.

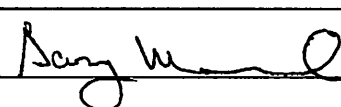
- II. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.**

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 11 to the Plan, executed this 14th day of March 2023.

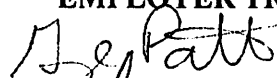
UNION TRUSTEES

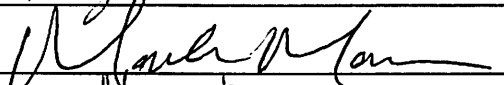


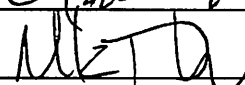




EMPLOYER TRUSTEES







AMENDMENT NO. 12
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deems it desirable to further amend the Plan in order to be compliant with the Setting Every Community Up for Retirement Enhancement Act of 2019 ("SECURE Act") and the Securing a Strong Retirement Act ("SECURE Act 2.0");

BE IT RESOLVED, that the Board of Trustees hereby amends the Plan effective as follows:

- 1. Effective for distributions required to be made after December 31, 2019, Article IV, Section 4.9 – Commencement of Benefits – is restated in its entirety to read as follows:**

4.9 Commencement of Benefits: Subject to the following sentence, and subject to Section 4.8, payment of any benefit provided under this Plan shall commence no later than the 60th day after the end of the Plan Year in which the Participant both has attained his Normal Retirement Age and terminated his employment with an Employer. Regardless of the foregoing, for a Participant who attains age 70 1/2 on or before December 31, 2019, the payment of benefits under the Plan to a Participant must commence by the April 1st after the end of the Plan Year in which he reaches age 70 1/2. For a Participant who attains age 70 1/2 after December 31, 2019, the payment of benefits under the Plan to a Participant must commence by the April 1st after the end of the Plan Year in which he reaches age 72. However, a Participant who has attained age 70 1/2 or age 72, as applicable, and who does not own more than 5% of the outstanding stock of the Employer and who has not owned 5% of such stock after attainment of age 66 (including ownership as a result of the attribution rules under Section 318 of the Code) may elect to defer commencement of benefits until the April 1st after the end of the Plan Year in which he terminates employment.

Notwithstanding the above, if a Participant has made a valid election under Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982, then distribution shall be made in accordance with the terms of each election.

Unless a Participant otherwise elects, benefits will commence within the time specified by Code Section 401 (a)(14) and Regulations Section 1.401(a)-14. A Participant's right to his or her Normal Pension is non-forfeitable on attainment of Normal Retirement Age, as defined in Code Section 411(a)(8).

2. Effective for distributions required to be made after December 31, 2022, Article IV, Section 4.9 – Commencement of Benefits – is restated in its entirety to read as follows:

4.9 Commencement of Benefits: Subject to the following sentence, and subject to Section 4.8, payment of any benefit provided under this Plan shall commence no later than the 60th day after the end of the Plan Year in which the Participant both has attained his Normal Retirement Age and terminated his employment with an Employer. Regardless of the foregoing, for a Participant who attains age 70 ½ on or before December 31, 2019, the payment of benefits under the Plan to a Participant must commence by the April 1st after the end of the Plan Year in which he reaches age 70 ½. Effective January 1, 2020, for a Participant who attains age 70 ½ on or after such date, the payment of benefits under the Plan to a Participant must commence by the April 1st after the end of the Plan Year in which he reaches age 72. Effective January 1, 2023, for a Participant who attains age 72 on or after such date, the payment of benefits under the Plan to a Participant must commence by the April 1st after the end of the Plan Year in which he reaches age 73. Effective January 1, 2033, for a Participant who attains age 74 on or after such date, the payment of benefits under the Plan to a Participant must commence by the April 1st after the Plan Year in which he reaches age 75. However, a Participant who has attained age 70 ½, age 72, age 73 or age 75, as applicable, and who does not own more than 5% of the outstanding stock of the Employer and who has not owned 5% of such stock after attainment of age 66 (including ownership as a result of the attribution rules under Section 318 of the Code) may elect to defer commencement of benefits until the April 1st after the end of the Plan Year in which he terminates employment.

Notwithstanding the above, if a Participant has made a valid election under Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982, then distribution shall be made in accordance with the terms of each election.

Unless a Participant otherwise elects, benefits will commence within the time specified by Code Section 401 (a)(14) and Regulations Section 1.401(a)-14. A Participant's right to his or her Normal Pension is non-forfeitable on attainment of Normal Retirement Age, as defined in Code Section 411(a)(8).

3. Effective for distributions made after December 31, 2023, Article VI, Section 6.9 – Small Pensions – is restated in its entirety to read as follows:

6.9 Small Pensions:

If the Actuarial Equivalent lump-sum value of a Pension payable under this Plan is \$7,000 or less, the Trustees shall direct that, in lieu of such Pension, the benefit shall be payable as a lump-sum.

A lump-sum settlement of a small amount may be made at any time after the Participant's termination of employment even though the Participant and/or his Eligible Spouse is not

otherwise entitled to commencement of a Pension at such time under other provisions of the Plan.


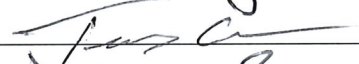

If a lump-sum settlement is made pursuant to the provisions of this Section or Section 6.7, the Trustees shall provide each recipient receiving such a settlement with an official notice as directed by the Secretary of the Treasury which specifies certain information regarding the federal income tax treatment of certain Plan benefits.

In the event of a mandatory distribution greater than \$1,000 but equal to or less than \$7,000 in accordance with the provisions of section 6.9, if the participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the participant in a direct rollover or to receive the distribution directly in accordance with section(s) 6.9, then the plan administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the plan administrator.

4. **Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.**

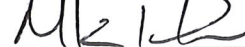
IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 12 to the Plan, executed this 28th day of June 2023.

UNION TRUSTEES

EMPLOYER TRUSTEES





**AMENDMENT NO. 13
TO
ROOFERS' PENSION PLAN
(As Amended and Restated Effective as of January 1, 2015)**

WHEREAS, the Roofers' Pension Plan (the "Plan") was amended and restated effective as of January 1, 2015; and

WHEREAS, the Board of Trustees deem it desirable to further amend the Plan;

WHEREAS, the Board of Trustees wish to memorialize the action taken at its meeting on December 14, 2023;

BE IT RESOLVED, that the Board of Trustees hereby amends the Plan effective as follows:

- I. Effective January 1, 2024, Section 3.3, Credited Service, is amended by adding the following paragraph and schedule after the existing schedules in paragraph (b) but before the final paragraph therein, and before subsection 3.3(b) – (A), as follows:**

Effective for hours worked on or after January 1, 2024, Credited Service shall be determined on the basis of the following schedule:

<u>Hours Worked During Calendar Year</u>	<u>Credited Service</u>
1,800 or more	1.3
1,600-1,799	1.2
1,400-1,599	1.1
1,200-1,399	1.0
1,000-1,199	0.9
800-999	0.8
600-799	0.7
500-599	0.6
0-499	None

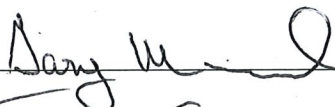


- II. Effective January 1, 2024, Section 5.1, Normal Pension, is amended by adding a new Section 5.1(e) as follows:**

(e) \$140.00 multiplied by the number of years of Credited Service earned by reason of Covered Employment worked after December 31, 2023.

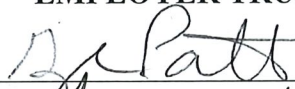
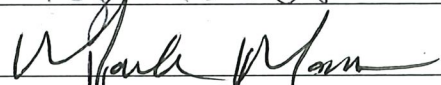
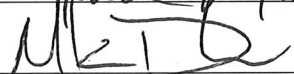
- III. Except as hereinbefore amended, the Plan shall continue in full force and effect in accordance with its terms.**

IN WITNESS WHEREOF, the Board of Trustees hereby adopts this Amendment No. 13 to the Plan, executed this 12th day of March 2024.

UNION TRUSTEES

EMPLOYER TRUSTEES

ROOFERS' PENSION FUND

2021 Swift Road
Suite B
Oak Brook, IL 60523
(847) 827-1029
Fax (847) 827-6358

Office of the Fund Manager

NOTICE OF IMPORTANT PLAN CHANGES

Please read this Notice carefully and save it with your important documents. The Board of Trustees of the Roofers' Pension Fund would like to take this opportunity to announce important benefit improvements to the Roofers' Pension Plan ("Plan").

Benefit Accrual Rate Increase to \$103 Effective January 1, 2017

Effective for covered hours worked on or after January 1, 2017, the benefit accrual rate increases from \$83.50 to \$103.00 per year of credited service.

New Credited Service Schedule Effective January 1, 2018

Effective for covered hours worked on or after January 1, 2018, the maximum credited service in a Plan Year increases from 1.2 years to 1.3 years. The following table shows the credited service schedules that apply before and after January 1, 2018.

Covered Hours Worked in Plan Year	Credited Service Earned in Plan Year	
	Prior to January 1, 2018	Effective January 1, 2018
0-599 hours	0.0	0.0
600-799 hours	0.5	0.6
800-999 hours	0.6	0.7
1,000-1,199 hours	0.7	0.8
1,200-1,399 hours	0.8	0.9
1,400-1,599 hours	0.9	1.0
1,600-1,799 hours	1.0	1.1
1,800-1,999 hours	1.1	1.2
2,000 or more hours	1.2	1.3

New Disability Claim Procedures

Effective for disability claims filed on or after April 1, 2018, the following procedures will apply. Please note that these requirements are in addition to the procedures already specified in the Summary Plan Description for the Plan ("SPD").

If a disability claim is denied in whole or in part, on initial review or on appeal, the written notice of denial will include:

- A discussion of the decision, including an explanation for disagreeing with or not following (as applicable): (1) the views presented by the claimant to the Plan of health care and vocational professionals who treated or evaluated the claimant; (2) the views of medical or vocational experts obtained on behalf of the Plan in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the adverse benefit determination; and (3) a disability determination by the Social Security Administration;

- If the denial is based on a scientific or clinical judgment, either an explanation of the scientific or clinical judgment applied to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;
- Either the specific internal rules, guidelines, protocols, standards or other similar criteria the Plan relied upon in making the denial or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist;
- 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 applicant's claim for benefits; and
- For a notice of denial on appeal, description of any contractual limitations period that may apply, including the calendar date any such contractual limitations period expires.

The denial notice will be provided in a culturally and linguistically appropriate manner in accordance with the requirements described in the Department of Labor's Regulation §2560.503-1(o).

In deciding an appeal, the Review Committee will not presume that the original denial was correct and will consider the issues with no deference to the original decision. Before the Review Committee may issue a denial on appeal, the Plan must provide the claimant, free of charge: (1) any new or additional evidence considered, relied upon, or generated by the Review Committee; and (2) any new or additional rationale for the denial, if such rationale is a basis for the denial on appeal. The evidence or rationale will be provided as soon as possible and sufficiently in advance of the deadline for issuing a decision on appeal so that the claimant has a reasonable opportunity to respond prior to that deadline. If the additional information is provided to the claimant within 30 days of the next regular meeting of the Review Committee, then the appeal determination will be postponed until the next following Review Committee meeting.

A Final Note

Please contact the Fund Office at (847) 827-1029 if you have any question about this Notice or about your pension benefits.

This Notice describes highlights of certain features of the Plan and is intended to be a Summary of Material Modifications to the Plan. If any inconsistency exists between this Notice and the Roofers' Pension Plan document ("Plan Document"), the terms of the Plan Document shall govern, and no benefits shall exist under this Notice unless such benefits exists under the terms of the Plan Document.

SUMMARY OF MATERIAL MODIFICATIONS

EIN: 36-6485998 PN: 001

March 2018

33346105.2

ROOFERS' PENSION FUND

2021 Swift Drive
Suite B
Oak Brook, Illinois 60523
Telephone: (847) 827-1029
Fax: (847) 827-6358

Office of the Fund Manager

NOTICE OF IMPORTANT PLAN CHANGES EFFECTIVE JANUARY 1, 2019

Please read this Notice carefully and save it with your important documents. The Board of Trustees of the Roofers' Pension Fund ("Trustees") would like to take this opportunity to announce an important benefit change to the Roofers' Pension Plan (the "Plan"). Capitalized terms used but not defined in this Notice have the meaning as defined in the Plan's Summary Plan Description ("SPD"). Please keep this Notice with the SPD.

The Trustees have amended the Plan to relax the suspension of benefit rules that apply to work performed during the period from January 1, 2019 through December 31, 2019.

Under the Plan, different suspension of benefit rules apply depending on whether the pensioner has attained Normal Retirement Age (age 65) and depending on whether the employment is in "Covered Employment" or "Industry Employment" (as defined herein). "Covered Employment" is work for which pension contributions are required under a collective bargaining agreement (CBA). "Industry Employment" is work in a job classification or craft activity that would have constituted Covered Employment had such employment been performed under a CBA that requires contributions to the Plan. In other words, Industry Employment is jurisdictional work for a non-signatory employer.

Suspension of Benefit Rules Before Normal Retirement Age

Before reaching age 65, a pensioner who works any hours during a month in Industry or Covered Employment is not entitled to any pension payment for such month and his monthly benefit will be suspended. However, with prior approval from the Trustees, a pensioner may work up to 300 hours in Covered Employment in a calendar year without having his monthly benefit suspended for such work. If the prior approval is not obtained or if the 300-hour limit in a calendar year is exceeded, such pensioner's monthly benefit is subject to suspension for one full year.

In addition to being able to work 300 hours in Covered Employment with prior Trustee approval, a pensioner who has not reached age 65 may work up to 39 hours in Covered Employment for any month during the period January 1, 2019 through December 31, 2019, without a suspension of his monthly benefit as a result of such work if the pensioner provides advance notice to the Fund Office of such work. A pensioner who has not reached age 65 can therefore rely on the 300-hours rule described above and then work up to an additional 39 hours per month in 2019 without having his monthly benefit suspended for such work. This rule permitting work up to 39 hours per month only applies to the 2019 calendar year and to work in Covered Employment.

Suspension of Benefit Rules After Normal Retirement Age

After attaining age 65, a pensioner who works 40 or more hours in Covered Employment or Industry Employment in the geographic jurisdiction of the Plan is not entitled to any pension payment for such month and his monthly benefit will be suspended.

For the 2019 calendar year only, however, a pensioner who has reached age 65 may work an unlimited number of hours in Covered Employment for any month during the period January 1, 2019 through December 31, 2019 without a suspension of his monthly benefit under the Plan for such work.

A Final Note

Please contact the Fund Office at (847) 827-1029 if you have any question about this Notice or about your benefit under the Plan.

This Notice is written in non-technical terms. If any inconsistency exists between this Notice and the Roofers' Pension Plan document ("Plan Document"), the terms of the Plan Document shall govern, and no benefits shall exist under this Notice unless such benefits exists under the terms of the Plan Document.

SUMMARY OF MATERIAL MODIFICATIONS

EIN: 36-6485998 PN: 001

March 2019

ROOFERS' PENSION FUND

2021 Swift Drive
Suite B
Oak Brook, Illinois 60523
Telephone: (847) 827-1029
Fax: (847) 827-6358

NOTICE OF IMPORTANT PLAN CHANGES

Please read this Notice carefully and save it with your important documents. The Board of Trustees of the Roofers' Pension Fund would like to take this opportunity to announce important benefit improvements to the Roofers' Pension Plan ("Plan").

Benefit Accrual Rate Increase to \$140 – Effective January 1, 2024

Effective for hours of covered employment worked on or after January 1, 2024, the benefit accrual rate increases from \$125.00 to \$140.00 per year of credited service.

New Credited Service Schedule – Effective January 1, 2024

The following table shows the credited service schedules that apply before and after January 1, 2024.

Hours of Covered Employment Worked During Calendar Year	Credited Service Earned	
	Prior to January 1, 2024	Effective January 1, 2024
0-499	None	None
500-599	None	0.6
600-799	0.6	0.7
800-999	0.7	0.8
1,000-1,199	0.8	0.9
1,200-1,399	0.9	1.0
1,400-1,599	1.0	1.1
1,600-1,799	1.1	1.2
1,800-1,999	1.2	1.3
2,000 or more	1.3	1.3

A Final Note

Please contact the Fund Office at (847) 827-1029 if you have any question about this Notice or about your pension benefits.

This Notice describes highlights of certain features of the Plan and is intended to be a Summary of Material Modifications to the Plan. If any inconsistency exists between this Notice and the Roofers' Pension Plan document ("Plan Document"), the terms of the Plan Document shall govern, and no benefits shall exist under this Notice unless such benefits exists under the terms of the Plan Document.

SUMMARY OF MATERIAL MODIFICATIONS

EIN: 36-6485998 PN: 001

March 2024