

**AMENDMENT NUMBER TWO TO THE
FOURTH AMENDED AND RESTATED PLAN DOCUMENT
FOR THE ACRA-LOCAL 725
DEFINED CONTRIBUTION RETIREMENT TRUST FUND**

THE FOURTH AMENDED AND RESTATED PLAN DOCUMENT FOR THE ACRA-LOCAL 725 DEFINED CONTRIBUTION RETIREMENT TRUST FUND, adopted January 16, 2015, and effective as of January 1, 2015 (“The Plan”) is hereby amended, as follows:

1. Section 1.34 of the Plan is hereby amended by striking same in its entirety, and replacing same with the following:

1.34 The term “Reciprocal Agreement”, as used herein, shall mean the United Association Pension Fund Reciprocal Agreement, which provides for a money follows the employee arrangement.

2. Section 18.3 of the Plan is amended by striking same in its entirety, and replacing same with the following:

18.3 Denial of Benefits

If a claim for benefits is denied, in whole or in part, or if benefits are suspended, or terminated, then the claimant shall be furnished with a notice of denial, suspension or termination, in a manner calculated to be understood by the claimant. The notice shall be provided in writing, and shall set forth:

- (a) the specific reason or reasons for the denial of the claim, or for the suspension or termination of benefits;
- (b) the specific references to the pertinent Plan provisions upon which the denial, suspension or termination is based, and a copy of the pertinent Plan provisions shall be furnished with the notice;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim, along with an explanation of why such material or information is necessary;
- (d) in the event of a suspension of benefits, reference to Department of Labor Regulations, 29 CFR 2530.203-3; and
- (e) an explanation of the Plan’s claim review procedure; and

- (f) a statement of the claimant's right to bring a civil action in accordance with Section 502(a) of ERISA if the claimant's claim is denied upon review.

Such notification shall be given within 90 days after the claim is received by the Board of Trustees. This period may be extended for another 90 days if the claimant is notified that the extension is necessary due to matters beyond the control of the Plan, before the end of the original 90-day period. Any notice for an extension will explain the reason for the extension and the date by which the Board of Trustees expects to rule on the claim.

Notwithstanding the foregoing, in the event of a claim for a disability benefit, the Board of Trustees shall notify the claimant of its decision by written notice within 45 days after its receipt of the claim. This period may be extended for 30 days if the claimant is notified that the extension is necessary due to matters beyond the control of the Plan, before the end of original 45-day period. If, prior to the end of the 30-day extension period, the Board of Trustees determines that due to matters beyond the control of the Plan, a decision cannot be rendered within that initial extension period, the period for making the determination may be extended for an additional 30 days if the claimant is notified in writing prior to the end of the first 30-day extension period. Any notice for an extension relating to a claim for disability benefits will explain the reason for the extension, the date by which the Board of Trustees expects to rule on the claim, the standards on which entitlement to a disability benefit are based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. In the event additional information is necessary, the claimant shall be afforded at least 45 days within which to provide the specified information.

In the event of a denial of a claim for disability benefits, in addition to the information described in subsections (a), (b), (c), (d), (e), and (f) above, the Board of Trustees' written notice of denial shall include:

- (1) the specific rule, guideline, protocol, or other similar criterion, if any, which was relied upon in making the adverse determination, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of such will be provided free of charge upon request; and
- (2) if the 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.

3. Section 18.4 of the Plan is amended by striking same in its entirety, and replacing same with the following:

18.4 Claims Review Procedure

(a) Requests for Review - Upon denial of a claim in whole or in part, or where benefits are suspended or terminated, a claimant or his duly authorized representative shall have the right to submit a written request to the Board of Trustees for a full and fair review of the denied claim, suspension or termination, to submit written comments, documents, records, and other information relating to the claim, and to be provided, upon request and free of charge, access to, and copies of, all documents, records and other information relevant to the claimant's claim for benefits. A request for review of a claim must be submitted within 60 days (180 days in the event of a claim for disability benefits) of receipt by the claimant of written notice of the denial of the claim, or the suspension or termination of benefits.

In the event of a denial of a claim for a disability benefit, the review of the denied claim must not afford deference to the initial adverse determination, and must be reviewed by a Plan fiduciary who had no role in the initial adverse determination and who is not the subordinate of a fiduciary who had a role in the initial determination. In addition, in deciding an appeal of an adverse determination regarding a claim for disability benefits which was based in whole or in part on a medical judgment, the Plan fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment (other than any health care professionals who were consulted in connection with the initial adverse determination, or their subordinates) and identify for the claimant the medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the claimant's adverse determination, regardless of whether the advice was relied upon in making the determination.

(b) Representation - A claimant may designate an attorney, or any other duly authorized person, to act as his or her representative at any stage of the Claims Review Procedure. Any rights provided to the claimant during the Claims Review Procedure shall automatically extend to the representative designated by the claimant. A designation of representative shall be signed by the claimant and the representative, and shall be submitted to the Board of Trustees in writing.

(c) Claims Review Board - The Board of Trustees shall rule on all appeals brought pursuant to this section. A claimant shall be advised as to the results of the review within sixty (60) days after receipt of the written request for review (45 days in the event of a review of a denied claim for disability benefits). This period may be extended for another sixty (60) days (45 days in the case of a claim involving disability benefits) if the Board of Trustees determines that special circumstances require an extension of time for processing the request and if written notice of such extension and circumstances is given to such claimant within the initial sixty (60) day (or 45-day) period. Any notice for an extension will explain the reason for the

extension and the date by which the Board of Trustees expects to rule on the claim.

In the event an appeal is denied, in whole or in part, then the claimant will promptly be provided written notice and a copy of the decision, and the Board of Trustees shall set forth in the notice:

- (1) the specific reason or reasons for the denial of the appeal;
- (2) the specific references to the pertinent Plan provisions on which the denial is based;
- (3) a statement of the claimant's right 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 a civil action in accordance with Section 502(a) of ERISA.

In the event of a denial of an appeal for disability benefits, in whole or in part, in addition to the information described in subsections (1), (2), (3), and (4) above, the Board of Trustees' written notice of denial shall include:


- (A) the specific rule, guideline, protocol, or other similar criterion, if any, which was relied upon in making the adverse determination, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of such will be provided free of charge upon request;
- (B) if the 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
- (C) the following statement: "You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office."

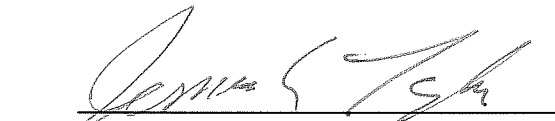
The decision of the Board of Trustees by majority vote shall be final and binding upon any and all claimants, including but not limited to Participants and their Beneficiaries, and any other individuals making a claim through or under them.

In all other respects, not specifically modified herein, the Plan is hereby reaffirmed, ratified, and confirmed.

IN WITNESS WHEREOF, this Amendment has been executed by the Board of Trustees on this 30th day of March, 2016.

UNION TRUSTEES:


KENNETH E. SCOTT, JR.


JAMES E. TAYLOR

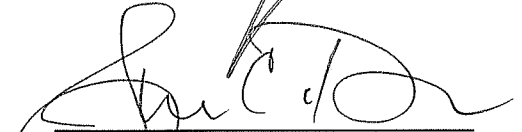

RICHARD JOHN FOLKMAN


MICHAEL DIDONA

EMPLOYER TRUSTEES:


ED LLOENT


MARK KERNEY


JULIE DIETRICH

CARLOS BORJA

Witnessed by: 