AMENDMENT NO. 1 TO THE
RESTATED PLAN OF THE
CARPENTERS DISTRICT COUNCIL OF KANSAS CITY PENSION FUND
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters District Council of Kansas City Pension Plan (the "Plan"), the Board of Trustees hereby adopts the following amendment effective July 1, 2015, unless otherwise specified herein.

1 Article VI of the Plan is amended as follows:

Section 6.13 Suspension of Benefits is deleted in its entirety and replaced with the following:

Section 6.13. Suspension of Benefits.

(a) **Definition of Suspension**

"Suspension of Benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to Subsection (g).

(b) **Before Normal Retirement Age (65)**

(1) Retirement Before Age 55

The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before the Participant has attained age 55. "Disqualifying Employment" for the period before age 55 is employment or self-employment for wages or profit in the type of work covered by the Collective Bargaining Agreement, in the construction industry, or for a Contributing Employer.

(2) Retirement Between the Age 55 and Normal Retirement Age (65)

(i) The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment between the age of 55 and Normal Retirement Age. "Disqualifying Employment" for the period before Normal Retirement Age is employment or self-employment for wages or profit in the type of work covered by the Collective Bargaining Agreement, in the construction industry, or for a Contributing Employer, except as provided in Sub Section (2)(ii) below.

(ii) Employment for a Contributing Employer in the positions traditionally outside of covered employment, for example: Superintendent, Estimator, Sales, Safety Officer, Training Director/Coordinator, or work which is traditionally not considered "Disqualifying Employment" by the Pension Fund shall not be considered "Disqualifying Employment" as described herein.

(3) Sub Section (2)(ii) above does not apply to work performed by a retiree for a noncontributing employer. Work performed for a noncontributing employer shall be treated as "Disqualifying Employment" in accordance with the provisions of Sub Section (b)(2)(i).

(4) Performance of work in any occupation which the participant worked under the Plan at any time or any occupation covered by the Plan or any bargaining work for any amount of time for both contributing and noncontributing employers remains "Disqualifying Employment" which will result in the suspension of monthly Pension benefits for any month in which such disqualifying work is performed except as provided in Sub Section (b)(2) above.

(c) **After Normal Retirement Age (65)**

(1) If the Participant has attained normal retirement age and returns to work in any position for a Contributing Employer, it shall not be deemed as "Disqualifying Employment."

(2) Employment with a Noncontributing Employer

If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month after the Participant has in a calendar year worked more than 400 hours in disqualifying employment and he works or is paid for at least 40 hours in disqualifying employment during the month. "Disqualifying Employment" for the period after Normal Retirement Age means employment or self-employment that is in an industry covered by the Plan when the Participant's pension began, in the geographic area covered by the Plan when the Participant's pension began, and in any occupation in which the Participant worked under the Plan at anytime or any occupation covered by the Plan at the time the Participant's pension payments began.

(3) If a Participant worked in Covered Employment only in a skilled trade or craft, that is, as a Carpenter, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly.

(4) If a Participant worked in Covered Employment only in a skilled trade or craft, that is, as a Carpenter, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly.

(5) The term, “industry covered by the Plan,” means any industry in which Employees covered by the Plan were employed when the Participant’s pension began, or but for suspension under this Section, would have begun.

(6) The geographic area covered by the Plan is the State of Missouri and all of any Standard Metropolitan Statistical Area which falls in part within Missouri and any other area covered by the Plan when the Participant’s pension began or, but for suspension under this Section, would have begun.

(7) The geographic area covered by this Plan shall also include any area covered by a plan, which, under a reciprocal agreement in effect when the Participant’s pension payment began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.

(8) If a retired Participant reenters Covered Employment to an extent sufficient to cause a suspension of benefits, and that retired Participant’s pension payments are subsequently resumed, the industry and areas considered covered by the Plan shall be the industry and area actually covered by the Plan when the retired Participant’s pension was later resumed.

(9) Paid non-work time shall be considered disqualifying employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence.

(d) Notwithstanding any other provision of this Section, as of April 1 of the calendar year following the calendar year in which a Participant attains age 70 1/2, no employment will be considered disqualifying employment with respect to such Participant.

(e) Special Rule for the Portion of a Participant's Monthly Benefit Accrued Prior to November 1, 1999.

Notwithstanding Subsection (b) above, that portion of a Participant's monthly benefit, which he accrued prior to November 1, 1999, shall not be suspended unless he engaged in "Disqualifying Employment" as defined below.

For Periods before the Participant Attains Normal Retirement Age:

The portion of a Participant's monthly benefit accrued prior to November 1, 1999 shall .be suspended only if the Participant engages in employment or self-employment that is in an industry covered by the Plan when the Participant's pension began, in the geographic area

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment on June 17, 2015 effective as specified above and executed this Amendment No. 1 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund this 2nd day of September, 2015.

UNION TRUSTEE

EMPLOYER TRUSTEE

Terry Nelson, Secretary

Donald E. Greenwell III, Chairman

AMENDMENT NO. 2 TO THE
RESTATED PLAN OF THE
CARPENTERS DISTRICT COUNCIL OF KANSAS CITY PENSION FUND
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters District Council of Kansas City Pension Plan (the "Plan"), the Board of Trustees hereby adopts the following amendment effective October 1, 2014, unless otherwise specified herein.

1 Article 14 of the Plan is amended as follows:

Section 14.1 General Rule is deleted in its entirety and replaced with the following:

Section 14.1. General Rule.

Notwithstanding any other provision of this Plan, the annual retirement benefit to which an Employee shall be entitled hereunder shall not exceed the maximum amount permitted under Section 415 of the Internal Revenue Code, as amended from time to time, the provisions of which are incorporated herein by reference. Notwithstanding the foregoing, the $90,000 limit in Code Section 415(b) and a Participant's Compensation is deemed to be increased in each calendar year following the Participant's termination of employment with the Employer for increases in the cost of living, based on the procedures used to adjust benefit amounts under 215(I)(2)(A) of the Social Security Act.
Compensation for purposes of IRC Section 415 shall mean wages as reported on form W-2. Effective April 1, 1998 compensation for purposes of IRC Sections 414, 415 and 416 shall include pre-tax deferrals under IRC Sections 401(k) and 125 and effective April 1, 2001, Section 132(f).
Compensation under this Plan shall be limited to $150,000 as indexed under the Internal Revenue Code.

Effective for limitation years beginning on or after July 1, 2007, benefit or contributions attributable to a participant from all Employers maintaining this Plan must be taken into account. Multiemployer plans are not permitted to be aggregated with other multiemployer plans for determining 415 benefit maximums.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment on March 15, 2016 effective as specified above and executed this Amendment No. 2 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund this 15th day of March, 2016.

UNION TRUSTEE

EMPLOYER TRUSTEE

Albert L. Bond, Secretary

Donald E. Greenwell III, Chairman

AMENDMENT NO. 3 TO THE
RESTATED PLAN OF THE
CARPENTERS DISTRICT COUNCIL OF KANSAS CITY PENSION FUND
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters District Council of Kansas City Pension Fund (the "Plan"), the Board of Trustees hereby adopts the following amendment effective January 1, 2016, unless otherwise specified herein.

Paragraph (b) of Section 5.4 of the Plan is revised as follows:

Section 5.4 Lump Sum Benefit.

(b) Before Retirement. If a Participant who has earned at least five (5) Years of Vesting Service or who has had at least 7,500 hours of contributions paid to the Fund on the Participant's behalf dies while engaged in Covered Employment and not lost to a Permanent Break in Service, a Lump Sum Benefit shall be payable to the Participant's designated Beneficiary or, if none, to the Participant's Spouse (subject to the provisions of Subsection 5.3(f); or, if none, to the Participant's child or children (as defined in (f), below) in equal shares; or, if none, to the Participant's estate. For purposes of the lump sum benefit, to be considered "engaged in Covered Employment" a Participant must have a Year of Vesting Service in the Plan Year in which the Participant died or in the previous four (4) Plan Years.

The amount of the Lump Sum benefit shall be:

(1) Twenty (20) times the pension amount to which the Participant would have been entitled at the time of death up to a maximum of $2,500 or, if greater,

(2) The total contributions received by the Fund on behalf of the Participant.

* * *

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment effective as specified above and executed this Amendment No. 3 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund this 20th day of September, 2016.

UNION TRUSTEE **EMPLOYER TRUSTEE**

Albert L. Bond, Secretary Donald E. Greenwell, III, Chairman

5597181v1/01571.001

AMENDMENT NO. 4 TO THE RESTATED PLAN OF THE CARPENTERS DISTRICT COUNCIL OF KANSAS CITY PENSION FUND
Restated Effective October 1, 2014

WHEREAS, Article 8 of the Pension Plan of the Carpenters District Council of Kansas City Pension Fund, as amended and restated effective October 1, 2014, provides that the Plan may be amended; and

BE IT RESOLVED, the Board of Trustees hereby approves Amendment No. 4 to the Carpenters District Council of Kansas City Pension Plan effective for claims filed on or after April 1, 2018.

NOW, THEREFORE, Section 6.9, titled Special Rules for Disability Claims, is hereby amended by deleting it in its entirety and replacing it with the following new section 6.9, to read as follows:

Section 6.9 Special Rules for Disability Claims

If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, it must include 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.

If an internal rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination, the adverse benefit determination shall include, either the specific rule, guideline, protocol or other similar criterion; or a statement that such a rule, guideline, protocol or other similar criterion was relied upon in making the adverse determination; and that a copy of such rule, guideline, protocol or other criterion will be provided free of charge to the Claimant upon request; or a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.

The adverse benefit determination shall contain a discussion of the decision, including an explanation of the basis for disagreeing with or not following:

(i) The views presented by the Claimant to the Plan from health care professionals treating the Claimant and vocational professionals who evaluated the Claimant;

(ii) 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; and

(iii) A disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration.

The adverse benefit determination shall be provided in a culturally and linguistically appropriate manner when a Claimant's address is in a county where 10 percent or more of the population is literate only in the same non-English language.

Before issuing an adverse benefit determination on review, the Claimant shall be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer, or other person making the benefit determination (or at the direction of the Plan, insurer or such other person) in connection with the claim; such evidence must 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 in order to give the Claimant a reasonable opportunity to respond prior to that date.

Before issuing an adverse benefit determination on review, based on a new or additional rationale, the Claimant shall be provided, free of charge, with the rationale; the rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided in order to give the Claimant a reasonable opportunity to respond prior to that date.

The adverse benefit determination on review shall contain a statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain the information about such procedures, a statement of the Claimant's right to bring an action within 2 years of the denial under section 502(a) of the Act, any applicable contractual limitations period, and the calendar date that said period expires.

If the Plan fails to strictly adhere to all the requirements with respect to a claim, the Claimant is deemed to have exhausted the administrative remedies available under the

Plan, except as provided in the paragraph directly below. Accordingly, the Claimant is entitled to pursue any available remedies under section 502(a) of the Act on the basis that the Plan has failed to provide a reasonable claims procedure that would yield a decision on the merits of the claim. If a Claimant chooses to pursue remedies under section 502(a) of the Act under such circumstances, the claim or appeal is deemed denied on review without the exercise of discretion by an appropriate fiduciary.

Notwithstanding the paragraph directly above, the administrative remedies available under a Plan will not be deemed exhausted based on *de minimis* violations that do not cause, and are not likely to cause, prejudice or harm to the Claimant 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 Claimant. This exception is not available if the violation is part of a pattern or practice of violations by the Plan. The Claimant may request a written explanation of the violation from the Plan, and the Plan must provide such explanation within 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 court rejects the Claimant's request for immediate review under the paragraph directly above on the basis that the Plan met the standards for the exception under this paragraph the claim shall be considered as re-filed on appeal upon the Plan's receipt of the decision of the court. Within a reasonable time after the receipt of the decision, the Plan shall provide the Claimant with notice of the resubmission.

The Plan shall provide a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

The Plan shall, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

The Plan shall provide the identities of medical or vocational professional 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.

The Claimant, or their representative, may be precluded from bringing a lawsuit to recover benefits covered under this Plan if you do not request a review in the manner set forth herein.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment effective as specified above and executed this Amendment No. 4 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund this 20th day of March, 2018.

UNION TRUSTEE **EMPLOYER TRUSTEE**

Secretary Chairman

{00318757;FMC15-953;ADS }

AMENDMENT NO. 5 TO THE
RESTATED PLAN OF THE
CARPENTERS DISTRICT COUNCIL OF KANSAS CITY PENSION FUND
Restated Effective December 19, 2017

In accordance with Article 8 of the Carpenters District Council of Kansas City Pension Fund (the "Plan"), the Board of Trustees hereby adopts the following amendment effective December 19, 2017, unless otherwise specified herein.

1. Section 3.4 is amended to read as follows:

Section 3.4. Service Pension.

A Participant shall be entitled to retire on a Service Pension, calculated in accordance with Section 3.3, at any age, except as otherwise specified in this Section 3.4, if such Participant meets the following requirements:

(a) The Participant retires on or after April 1, 1995 and has at least 31 Pension Credits earned under the jurisdiction of this Fund; or

(b) The Participant retires between April 1, 1994 and March 31, 1995 and has at least 32 Pension Credits earned under the jurisdiction of this Fund; or

(c) The Participant retires between April 1, 1991 and March 31, 1994 and has at least 35 Pension Credits earned under the jurisdiction of this Fund.

For purposes of this Section 3.4, a Pension Credit shall not include credits recognized under Section 3.15, Reciprocal Pensions, except as stated below with respect to Pension Credits earned under the Omaha Construction Industry Pension Plan for Participants who retire on or after December 19, 2017.

A Participant who works their first hour of Service in Covered Employment on or after April 1, 2013, must attain age 55 in addition to meeting the Pension Credit requirement in order to be eligible for a Service Pension.

For Participants who retire on or after December 19, 2017, Pension Credits earned under the Omaha Construction Industry Pension Fund shall count towards a Service Pension under the Carpenters District Council of Kansas City Pension Fund.

* * *

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment effective as specified above and executed this Amendment No. 5 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund this 20th day of March, 2018.

UNION TRUSTEE **EMPLOYER TRUSTEE**

Albert L. Bond, Secretary Donald E. Greenwell, III, Chairman

CARPENTERS DISTRICT COUNCIL OF KANSAS CITY

PENSION FUND

AMENDMENT NUMBER 6

TO THE PLAN DOCUMENT

Effective 9/18/18, the following subsection shall be added to Article 6, entitled "Applications, Benefit Payments, Retirement and Benefit Suspension", as the new subsection 6.10:

Mandatory Litigation Venue

A participant or beneficiary shall bring an action in connection with the Plan only in the United States District Court for the Western District of Missouri.

Further, the prior subsection 6.10 is renumbered as the new 6.11, and so forth.

Executed at Kansas City, Missouri, this 18th day of September, 2018.

Trustee

Trustee

{00351895;FMC18-178;KBW}

AMENDMENT NO. 7
TO THE RESTATED PLAN
OF THE CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
(Restated Effective October 1, 2014)

WHEREAS, Article 8, Section 8.1 of the Restated Plan of the Carpenters' Pension Trust Fund of Kansas City as amended and restated effective October 1, 2014, provides that the Plan may be amended; and

BE IT RESOLVED, the Board of Trustees hereby approves Amendment No. 7 to the Carpenters' Pension Trust Fund of Kansas City effective for Domestic Relations Orders submitted on or after December, 15, 2020

NOW, THEREFORE, Subsection 12.1 (m) is hereby amended by deleting in its entirety and replacing it with the following new Subsection 12.1 (m), to read as follows:

(m) Upon entry of the Qualified Domestic Relations Order by the Court, the parties shall submit one true and accurate copy of said Order, which means a certified copy of said Order or an (electronic or paper) copy of said Order entered by the Court. Fund Counsel may independently obtain a true and accurate copy of said Order in lieu of the parties' submission of same. The Fund Office shall establish a separate benefits file for the Alternate Payee and a true and accurate copy of the Order shall be permanently retained by the Fund Office in the files for both the Participant and the Alternate Payee.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment effective as specified above and executed this Amendment No. 7 to the Restated Plan of the Carpenters' Pension Trust Fund of Kansas City (Restated Effective October 1, 2014) on this 15th day of December 2020.

UNION TRUSTEE	**EMPLOYER TRUSTEE**
Albert L. Bond, Secretary	Donald E. Greenwell, III, Chairman

{00429962;FMQ17-555;RDSMITH }

AMENDMENT NO. 8 TO THE
RESTATED PLAN OF THE
CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters' Pension Trust Fund of Kansas City (the "Plan"), the Board of Trustees hereby adopts the following amendment effective January 1, 2020, except as otherwise specified herein. The amendment reflects the Trustees' good faith effort (i) pending further guidance from Treasury, to comply with Internal Revenue Code Section 401(a)(9) rules, as amended by the Setting Every Community Up for Retirement Enhance (SECURE) Act, enacted on December 20, 2019 and (ii) to revise Plan provisions to permit the use of service based on reciprocal contributions in determining eligibility in certain instances, in the following respects.

1. Section 1.19 of the Plan is amended to read as follows:

Section 1.19 Required Beginning Date.

"Required Beginning Date" means, prior to January 1, 2020, April 1 of the calendar year following the year that the Participant reaches age 70-1/2.

Effective January 1, 2020, the Participant's "Required Beginning Date" means April 1 of the calendar year following the year that the Participant reaches age (a) 70-1/2 for Participants who attained age 70-1/2 prior to January 1, 2020 or (b) 72 for Participants who attain age 70-1/2 on or after January 1, 2020.

This is the date that benefits must commence.

2. The second paragraph of Section 3.4 of the Plan is amended to read as follows:

Section 3.4. Service Pension

* * * * *

For purposes of this Section 3.4, a Pension Credit shall not include credits recognized under Section 3.15, Reciprocal Pensions, except as stated below with respect to Pension Credits earned:

(a) Under the Omaha Construction Industry Pension Plan for Participants who retire on or after December 19, 2017 or

(b) For Participants in the Kansas Building Trades Open-End Pension Fund ("KBT") who, as a result of accepting employment with the now titled St. Louis-Kansas City Carpenters Regional Council, are required to establish this Plan as their Home Fund as defined by the International Reciprocity Agreement, this Plan will recognize KBT's contribution history towards this Plan's eligibility requirement for a Service Pension.

*   *   *   *   *

3. Section 3.15 Reciprocal Pensions of the Plan is amended for deaths occurring on and after June 1, 2015 by amending subsection 3.15(h) to read as follows:

Section 3.15 Reciprocal Pensions.

*   *   *   *   *

(h) **Payment of Reciprocal Pension**

The payment of a Reciprocal Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions. If a Pensioner's benefit is suspended by this Plan or a Related Plan, it shall be suspended by all Plans. Any Plan suspending a Pensioner's benefit shall notify all other affected Plans. The obligation of this Plan is limited to pension benefits, including survivors' pensions (1) prior to retirement as provided in Section 5.3 and (2) after retirement that are payable as a result of election of a Joint and Survivor Pension or death benefits to the survivor of a Pensioner.

4. Section 5.3 of the Plan is amended by adding the following paragraph (k) to the end of the section to read as follows:

Section 5.3 Pre-Retirement Surviving Spouse Pension.

*   *   *   *   *

(k) If a Participant should die before becoming vested, the surviving spouse will be eligible for a Pre-Retirement Surviving Spouse Pension if the Participant, at the time of death, satisfies the eligibility requirements for a Reciprocal Pension as described in Section 3.15.

5. Section 5.3(g)(4) of the Plan is amended to read as follows:

Section 5.3. Pre-Retirement Surviving Spouse Pension.

*   *   *   *   *

(4) If for any reason payments have not already begun as prescribed in this Subsection, payment of the Pre-Retirement Surviving Spouse Pension shall start by no later than December 31 of the calendar year in which the Participant would have attained age (A) 70-1/2 for Participants who attained age 70-1/2 prior to January 1, 2020, or (B) 72 for Participants who attain age 70-1/2 on or after January 1, 2020, or, if later, December 31 of the calendar year following the year

of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving Spouse who has not applied for benefits by that time, payments to that surviving Spouse in the form of a single life annuity, subject to the small benefit cashout provisions of Section 3.19, will begin automatically as of that date.

6. Section 5.4(d) of the Plan is amended to read as follows:

Section 5.4. Lump Sum Benefit.

* * * * *

(d) Notwithstanding any other provision in the Plan, if the Beneficiary is the Participant's Spouse, Lump Sum benefit payments shall commence no later than December 31 of the year the Participant would have attained age (1) 70-1/2 for Participant's who attained age 70-1/2 prior to January 1, 2020, or (2) 72 for Participants who attain age 70-1/2 on and after January 1, 2020, paid over the life or life expectancy of the Spouse, as determined under Table V of Section 1.72-9 of the Treasury Regulations as of the date the payments commence, and benefits shall be actuarially increased for the delay.

7. Section 6.10(g)(2)(B)(i) of the Plan is amended to read as follows:

Section 6.10 Benefit Payments Generally.

* * * * *

(g) Minimum Distribution Requirements

* * * * *

(B) Death of Participant Before Distributions Begin

* * * * *

(i) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age (I) seventy and one-half (70-1/2) for Participants who attained age 70-1/2 prior to January 1, 2020, or (II) seventy-two (72) for Participants who attain age 70-1/2 on or after January 1, 2020, if later.

*   *   *   *   *

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment No. 8 effective as specified above and executed this Amendment No. 8 to the Carpenters' Pension Trust Fund of Kansas City this 16th day of March 2021.

UNION TRUSTEE	EMPLOYER TRUSTEE
Albert L. Bond, Secretary	Donald E. Greenwell, III, Chairman

6010978v18/01571.001

AMENDMENT NO. 9 TO THE
RESTATED PLAN OF THE
CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters' Pension Trust Fund of Kansas City (the "Plan"), the Board of Trustees hereby adopts the following amendment effective September 1, 2021, except as otherwise specified herein.

1. Section 4.2(b) of the Plan is amended to read as follows:

Section 4.2. Pension Credits.

* * * * *

(b) **For Employment after March 31, 1976**

For periods after March 31, 1976, a Participant shall be credited with one Pension Credit for the completion of at least 400 hours of Service in Covered Employment for which contributions were required to be paid to the Fund during a Plan Year. If, in a Plan Year, a Participant completes a Year of Vesting Service but less than 400 hours of Service in Covered Employment the Participant shall be credited with a pro-rated portion of a full Pension Credit in the ratio of the Participant's hours of Covered Employment to 2,000 hours.

Effective for hours of Service in Covered Employment on or after April 1, 2014 (April 1, 2013 for those Participants whose first hour of Service is on or after April 1, 2013), solely for purposes of determining eligibility for a Service Pension under Section 3.4 of the Plan, the Participant must complete 700 hours of Service in Covered Employment to earn one Pension Credit. Pension Credits earned and benefits accrued prior to April 1, 2013, will not be affected by this change in number of hours of Service in Covered Employment that is needed to earn one Pension Credit.

For Participants with an Annuity Start Date or Effective Date on or after September 1, 2021, the Plan will recognize Special Apprentice Pension Credits, as described herein. The Plan will recognize up to a maximum of 3 Special Apprentice Pension Credits for years when an apprentice works sufficient hours in a Plan Year for a Contributing Employer, but the relevant Collective Bargaining Agreement under which the apprentice works does not require contributions to the Pension Fund for such apprentice's work. These Special Apprentice Pension Credits are solely to be considered for purposes of determining eligibility for a Service Pension under Section 3.4 of the Plan. To determine if a Participant has earned Special Apprentice Pension Credits under this paragraph, the Participant must provide sufficient documentation, to the satisfaction of the Board of Trustees, to show that the Participant worked the following hours in a Plan Year as an apprentice for a Contributing Employer, and that such hours have not been lost due to a permanent break in service:

(1) For Plan Years prior to April 1, 2013, 400 hours

(2) For the Plan Year ending March 31, 2014:

  i. For those with a contribution history prior to April 1, 2013, 400 hours, and

  ii. For those whose first hour of Service is on or after April 1, 2013, 700 hours

(3) For Plan Years on or after April 1, 2014, 700 hours.

* * * * *

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment No. 9 effective as specified above and executed this Amendment No. 9 to the Carpenters' Pension Trust Fund of Kansas City this 9th day of September, 2022

UNION TRUSTEE **EMPLOYER TRUSTEE**

Secretary Chairman

AMENDMENT NO. 10 TO THE RESTATED PLAN OF THE CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters' Pension Trust Fund of Kansas City (the "Plan"), the Board of Trustees hereby adopts the following amendment effective January 1, 2022.

1. Article 9 of the Plan is amended by adding Section 9.3, which shall read as follows:

Section 9.3 Free Look

Pursuant to ERISA section 4210, effective for withdrawals that occur on or after January 1, 2022:

(a) An employer who withdraws from the Plan in a complete or partial withdrawal is not liable to the Plan if the Employer –

a. first had an obligation to contribute to the plan after September 26, 1980,

b. had an obligation to contribute to the Plan for no more than five Plan Years,

c. was required to contribute to the Plan for each such Plan Year in an amount equal to less than two percent (2%) of the sum of all Employer contributions made to the Plan for each such year, and

d. has never avoided withdrawal liability because of the application of ERISA section 4210 with respect to the Plan.

(b) Benefits of employees accrued on the basis of service for the employer before the employer was required to contribute to the Plan may not be payable if the employer ceases contributions to the Plan.

(c) Subsection (a) shall apply to an Employer with respect to the Plan only if the ratio of the assets of the Plan for the Plan Year preceding the first Plan Year for which the Employer was required to contribute to the Plan to the benefit payments made during that Plan Year was at least eight (8) to one (1).

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment No. 10 to the Carpenters' Pension Trust Fund of Kansas City effective as specified above and executed same this 25th day of March, 2022.

UNION TRUSTEE **EMPLOYER TRUSTEE**

Secretary Chairman

AMENDMENT NO. 11 TO THE
RESTATED PLAN OF THE
CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

WHEREAS, Article 8, Section 8.1 of the Restated Plan of the Carpenters' Pension Trust Fund of Kansas City as amended and restated effective October 1, 2014, provides that the Plan may be amended; and

BE IT RESOLVED, the Board of Trustees hereby approves Amendment No. 11 to the Carpenters' Pension Trust Fund of Kansas City, effective September 28, 2021, which reflects updated plan language regarding the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

NOW, THEREFORE, Sections 4.2(c)(1) and (3) of the Plan are amended to read as follows:

Section 4.2. Pension Credits.

* * * * *

(c) **Pension Credit for Military Service**

(1) A Participant who leaves Covered Employment in order to serve in qualified military service as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") shall be entitled to Pension Credits for such service in accordance with Code Section 414(u) if the Participant has met all the requirements under USERRA including applying for reemployment within the time required under USERRA. A Participant who satisfies the requirements of USERRA shall be entitled to full Pension Credits for the period of qualified military service up to five years, unless a longer period is required under federal law. A Participant must call such Participant's claim for credit for military service to the attention of the Trustees and be prepared to supply the evidence that the Trustees will need in order to determine the Participant's rights. Credit for military service shall be paid out of the Trust Fund assets and shall not be charged to individual Employers.

* * * * *

(3) Effective January 1, 2007, a Participant will be credited with full Vesting Service, Pension Credits and Contributions for the period of qualified military service if he or she becomes disabled under Section 3.10 of the Plan or dies while in qualified military service, as defined above. In addition, if a Participant dies while in qualified military service, the Participant's eligibility for benefits described in Sections 5.4(b) and (c) of the Plan shall be determined as if the Participant had returned to Covered Employment on the date before his or her date of death.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment No. 11 effective as specified above and executed this Amendment No. 11 to the Carpenters' Pension Trust Fund of Kansas City this 28th day of September, 2021.

UNION TRUSTEE	**EMPLOYER TRUSTEE**
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Secretary	Chairman

AMENDMENT NO. 12 TO THE
RESTATED PLAN OF THE
CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

In accordance with Article 5, Section 5.3 of the Carpenters' Pension Trust Fund of Kansas City (the "Plan"), the Board of Trustees hereby adopts the following amendment effective December 1, 2022.

1. Article 5, Section 5.3 of the Plan is amended, and shall read as follows:

Section 5.3 Pre-Retirement Surviving Spouse Pension

(a) If a Participant who has a Qualified Spouse dies after August 22, 1984 and before the Participant's pension payments start, a Pre-Retirement Surviving Spouse Pension shall be paid to the Participant's surviving Spouse provided:

(1) The Participant had met the Service requirements for a pension, whether immediate or deferred, and

(2) The Participant had at least one hour of Service after March 31, 1976.

(b) A Spouse is a Qualified Spouse for the purpose of this Section if the Participant and Spouse have been married to each other throughout the year immediately before the Participant's death, or if the couple were divorced after being married for at least one year and the former Spouse is required to be treated as a Spouse or surviving Spouse under a Qualified Domestic Relations Order.

(c) If the Participant described in (a) above died at a time when the Participant would have been eligible to begin receiving pension payments of a pension (other than a Disability Pension) had the Participant retired, the surviving Qualified Spouse shall be entitled to a lifetime benefit determined in accordance with the provisions of Section 5.2 as if the Participant had retired the day before the Participant died.

(d) If the Participant described in (a) above died before the Participant would have been eligible to begin receiving pension payments had the Participant retired (other than a Disability Pension), the surviving Qualified Spouse shall be entitled to a Pre-Retirement Surviving Spouse Pension determined as if the Participant had separated from Service under the Plan on the earlier of the date the Participant last worked in Covered Employment or the date of Participant's death, had survived to the earliest age at which a pension (other than a Disability Pension) would be payable to Participant under the Plan, retired at that age with an immediate Joint and 50% Survivor Pension, and died the next day. In other words, the Pre-Retirement Surviving Spouse Pension begins when the Participant would have attained the earliest retirement age for which the Participant would have qualified and the amount is 50% of what the Participant's pension amount would have been, after adjustment, if any, for the early retirement and for the Joint and 50% Survivor Pension form. The amount shall be determined under the terms of the Plan in effect when the Participant last worked in Covered Employment, unless otherwise expressly specified.

(e) Notwithstanding any other provision of this Article, a Pre-Retirement Surviving Spouse Pension shall not be paid in the form, manner or amount described above if the Actuarial Present Value of the benefit is $5,000 or less, and the Trustees shall make a single sum payment to the Spouse in an amount equal to that Actuarial Present Value as described in Section 1.1 in full discharge of the Pre-Retirement Surviving Spouse Pension.

(f) However, if a Qualified Surviving Spouse eligible for the Pre-Retirement Surviving Spouse Pension in accordance with Section 5.3 is eligible for the Lump Sum Benefit in accordance with Section 5.4, the Qualified Surviving Spouse shall be given the choice as to which benefit is to be paid. If the Qualified Surviving Spouse elects the Lump Sum Benefit, the amount of the benefits paid shall be no less than the Actuarial Present Value of the Pre-Retirement Surviving Spouse Pension as described in Section 5.3.

(g) Effective as of April 1, 1989, subject to Subparagraphs (1), (2), (3) and (4) below, the surviving Spouse of a Participant who dies before the Participant's Annuity Starting Date may apply for and receive the Pre-Retirement Surviving Spouse Pension to which the surviving Spouse is entitled on or after the earliest date on which the Participant could have retired and begun receiving pension benefits.

(1) If a Participant dies before reaching Normal Retirement Age, a Pre-Retirement Surviving Spouse Pension with respect to that Participant shall be paid starting as of no later than the first day of the month following the day the Participant would have reached Normal Retirement Age.

(2) If a Participant dies on or after Normal Retirement Age, any Pre-Retirement Surviving Spouse Pension with respect to that Participant shall be paid starting as of the first day of the second full month following the later of the month of the Participant's death or the month of the receipt of the death certificate.

(3) The Pre-Retirement Surviving Spouse Pension shall be payable to the surviving Spouse as a single life annuity unless another form has been properly elected, or unless such payment is subject to Section 3.19 regarding small benefit cashouts.

(4) If for any reason payments have not already begun as prescribed in this Subsection, payment of the Pre-Retirement Surviving Spouse Pension shall start by no later than December 31 of the calendar year in which the Participant would have attained (A) age 70-1/2 for Participants who attained age 70-1/2 prior to January 1, 2020, or (B) 72 for Participants who attain age 70-1/2 on or after January 1, 2020, or, if later, December 31 of the calendar year following the year of the Participant's death. If the Trustees confirm the identity and whereabouts of a surviving Spouse who has not applied for benefits by that time, payments to that surviving Spouse in the form of a single life annuity, subject to the small benefit cashout provisions of Section 3.19, will begin automatically as of that date.

(5) Notwithstanding any other provisions of this Article, if a Participant has both satisfied the eligibility requirements to receive a Joint and Surviving Spouse Pension under Section 5.2 of the Plan and completed the election process to receive a Joint and Surviving Spouse Pension (including all required forms and waivers), but the Participant dies before the Annuity Starting Date of the Joint and Surviving Spouse Pension that was elected, benefits will be paid in the form of the elected Joint and Surviving Spouse Pension under Section 5.2 of the Plan.

(h) Notwithstanding any other provisions of the Plan, if the Annuity Starting Date for the Pre-Retirement Surviving Spouse Pension is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the surviving Spouse's Annuity Starting Date after retiring with a Joint and 50% Survivor Pension the day before, taking into account any actuarial adjustments to the Participant's accrued benefit that would have applied as of that date.

(i) If a surviving Spouse dies before the Annuity Starting Date for the Pre-Retirement Surviving Spouse Pension, that benefit will be forfeited and, unless an alternate Beneficiary has been designated by the Participant, with the acknowledgement and consent of the Participant's Spouse, there will be no payments to any other party.

(j) Notwithstanding any other provision of the Plan, all survivor benefits shall comply with the limits of Section 401(a)(9) of the Internal Revenue Code and the incidental benefit rule and the regulations prescribed under them, including Sections 1.401(a)(9) 1 and 1.401(a)(9) 2 of the Proposed Treasury Regulations.

(k) If a Participant should die before becoming vested, the surviving spouse will be eligible for a Pre-Retirement Surviving Spouse Pension if the Participant, at the time of death, satisfied the eligibility requirements for a Reciprocal Pension as described in Section 3.15.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment No. 12 to the Carpenters' Pension Trust Fund of Kansas City effective as specified above and executed same this 21st day of March, 2023.

UNION TRUSTEE **EMPLOYER TRUSTEE**

Secretary Chairman

AMENDMENT NO. 13 TO THE RESTATED PLAN OF THE CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters District Council of Kansas City Pension Fund (the "Plan"), the Board of Trustees hereby adopts the following amendment effective January 1, 2023, unless otherwise specified herein.

Section 6.12 is amended to read as follows:

Section 6.12 Retirement.

To be considered retired, a Participant must not be engaged in Disqualifying Employment to an extent sufficient to cause a separation of benefits as defined in Subsections 6.13(a) through 6.13(c).

To be considered retired prior to age 65 a Participant must have a separation from service and an intent to permanently cease working for any Contributing Employer. The Participant must also sign a Retirement Declaration and Agreement which must be notarized and filed with the Trustees.

* * *

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment effective as specified above and executed this Amendment No. 13 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund this 6th day of June, 2023.

UNION TRUSTEE **EMPLOYER TRUSTEE**

Rocky Kloth, Secretary Donald E. Greenwell, III, Chairman

AMENDMENT NO. 14 TO THE
RESTATED PLAN OF THE
CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters' Pension Trust Fund of Kansas City (the "Plan"), the Board of Trustees hereby adopts the following amendment effective October 1, 2024, unless otherwise specified herein.

Article III of the Plan is amended as follows:

Section 3.2 Regular Pension Eligibility is deleted in its entirety and replaced with the following effective October 1, 2024:

Section 3.2. Regular Pension Eligibility.

(a) Effective before April 1, 1987, a Participant shall be entitled to r**eceive** a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 65, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period,

or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(b) Effective between April 1, 1987 and March 31, 1988, a Participant shall be entitled to **receive** a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 63, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period, or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(c) Effective between April 1, 1988 and March 31, 1990, a Participant shall be entitled to **receive** a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 62, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period, or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(d) Effective between April 1, 1990 and March 31, 1997, a Participant shall be entitled to **receive** a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 61, and

(2) (A) The Participant has at least 10 Pension Credits and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three consecutive Plan Year period, or

(B) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(e) Effective on or after April 1, 1997, a Participant shall be entitled to receive a Regular Pension if the Participant meets the following requirements:

(1) The Participant has attained age 61, and

(2) (A) The Participant has at least 5 Pension Credits (provided the Participant works one or more hours in Covered Employment after March 31, 1997) and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on the Participant's behalf in any three-consecutive Plan Year period, or

(B) The Participant has at least 10 Pension Credits (for Participants who do not work one or more hours in Covered Employment after March 31, 1997) and has at least 1,200 hours of contributions, not lost to a Permanent Break in Service, paid to the Fund on such Participant's behalf in any three-consecutive Plan Year period, or

(C) The Participant has at least 7,500 hours of contributions, not lost due to a Permanent Break in Service, made to the Fund on such Participant's behalf.

(f) Effective October 1, 2024, a participant who is actively engaged in Covered Employment or is engaged in other employment for a Contributing Employer as described in Section 6.13 is also eligible for a Regular Pension as described in Section 3.2.

Article V of the Plan is amended as follows:

Section 5.9 Pop Up Provisions is deleted in its entirety and replaced with the following effective October 1, 2024:

Section 5.9. Pop up Provisions.

(a) If a Spouse predeceases a Participant after March 31, 1990, and after the Qualified Joint and 50% Survivor Pension has commenced, or for retirements effective on or after April 1, 1993, after the Joint and 50%, 75% or 100% Survivor Pension has commenced, the Joint and Survivor Pension shall cease to be effective as of the date of the Spouse's death. The Pensioner shall then have the Pensioner's monthly pension amount increased to the amount that would have been payable had the Pensioner and Spouse waived the Joint and 50% Survivor Pension or not elected the Joint and 75% Survivor Pension or the Joint and 100% Survivor Pension at the time of Pensioner's retirement. This increase in the amount of the monthly pension amount shall commence with the month following the Spouse's death, provided that proof of the Spouse's death must be received by the Trustees within the twelfth month following the Spouse's death, or prior to the Participant's death, if earlier.

For deaths prior to October 1, 2024 or where the proof of the Spouse's death is not received within the time-frames stated in the preceding paragraph, the increase in the amount of the monthly pension shall commence with the month following the Trustees' receipt of the Spouse's proof of death.

(b) If the Participant's benefit is paid in the form of a Qualified Joint and 50% Survivor Pension, or for retirements effective on or after April 1, 1993, if the Participant's benefit is paid in the form of a Joint and 50%, 75% or 100% Survivor Pension, and the Participant and Spouse are subsequently divorced, the Spouse on the Annuity Starting Date of the Joint and 50%, 75% or 100% Survivor Pension will continue to be entitled to the Joint and Survivor Pension benefit unless the Spouse waives such benefit or a Qualified Domestic Relations Order, as defined under Section 206(3)(d) of ERISA and Section 414(p) of the Internal Revenue Code, provides otherwise, in which case the Pensioner shall have his pension amount increased to the amount that would have been payable had the Participant and Spouse waived the Qualified Joint and 50% Survivor Pension or not elected the Joint and 75% or 100% Survivor Pension at the time of the Pensioner's retirement. This increase in the amount of the monthly pension shall apply to divorces, which occurred before and after March 31, 1990, and shall begin with the month following the month in which proof of the divorce is filed with the Trustees.

Article VI is amended as follows:

Section 6.12 is amended to read as follows, effective October 1, 2024:

Section 6.12. Retirement.

To be considered retired, a participant must not be engaged in Disqualifying Employment to an extent sufficient to cause a separation of benefits as defined in Subsections 6.13(a) through 6.13(c).

To be considered retired prior to age 61 a Participant must have a separation from service and an intent to permanently cease working for any Contributing Employer. The Participant must also sign a Retirement Declaration and Agreement which must be notarized and filed with the Trustees.

Section 6.13 Suspension of Benefits is deleted in its entirety and replaced with the following effective April 1, 2024:

Section 6.13. Suspension of Benefits.

(a) **Definition of Suspension**

"Suspension of Benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments.

(b) **Before Normal Retirement Age (65)**

(1) Retirement Before Age 55

The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment before the Participant has attained age 55. "Disqualifying Employment" for the period before age 55 is employment or self-employment for wages or profit in the type of work covered by the Collective Bargaining Agreement, in the construction industry, or for a Contributing Employer.

(2) Retirement Between the Age 55 and Age 61**.**

(i) The monthly benefit shall be suspended for any month in which the Participant is employed in Disqualifying Employment between the age of 55 and age 61. "Disqualifying Employment" for the period before age 61 is employment or self-employment for wages or profit in the type of work covered by the Collective Bargaining Agreement, in the construction industry, or for a Contributing Employer, except as provided in Sub Section (2)(ii) below.

(ii) Employment for a Contributing Employer in the positions traditionally outside of covered employment, for example: Superintendent, Estimator, Sales, Safety Officer, Training Director/Coordinator, or work which is traditionally not considered "Disqualifying Employment" by the Pension Fund shall not be considered "Disqualifying Employment" as described herein.

(3) Sub Section (2)(ii) above does not apply to work performed by a retiree for a noncontributing employer. Work performed for a noncontributing employer shall be treated as "Disqualifying Employment" in accordance with the provisions of Sub Section (b)(2)(i).

(4) Performance of work in any occupation which the participant worked under the Plan at any time or any occupation covered by the Plan or any bargaining work for any amount of time for both contributing and noncontributing employers remains "Disqualifying Employment" which will result in the suspension of monthly Pension benefits for any month in which such disqualifying work is performed except as provided in Sub Section (b)(2) above.

(5) Retirement Between Age 61 and Normal Retirement Age

(i) If the Participant has attained age 61 but has not attained normal retirement age and returns to work in any position for a Contributing Employer, it shall not be deemed as "Disqualifying Employment."

(ii) Sub Section (5)(i) above does not apply to work performed by a retiree for a noncontributing employer. Work performed for a noncontributing employer shall be treated as "Disqualifying Employment" in accordance with the provisions of Sub Section (b)(2)(i).

(c) **After Normal Retirement Age (65)**

(1) If the Participant has attained normal retirement and returns to work in any position for a Contributing Employer, it shall not be deemed as "Disqualifying Employment."

(2) Employment with a Noncontributing Employer

If the Participant has attained Normal Retirement Age, his monthly benefit shall be suspended for any month after the Participant has in a calendar year worked more than 400 hours in disqualifying employment and he works or is paid for at least 40 hours in disqualifying employment during the month. "Disqualifying Employment" for the period after Normal Retirement Age means employment or self-employment that is in an industry covered by the Plan when the Participant's pension began, in the geographic area covered by the Plan when the Participant's pension began, and in any occupation in which the Participant worked under the Plan at any time or any occupation covered by the Plan at the time the Participant's pension payments began.

(3) If a Participant worked in Covered Employment only in a skilled trade or craft, that is, as a Carpenter, employment or self-employment shall be disqualifying only if it is in

work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly.

(4) If a Participant worked in Covered Employment only in a skilled trade or craft, that is, as a Carpenter, employment or self-employment shall be disqualifying only if it is in work that involves the skill or skills of that trade or craft directly or, as in the case of supervisory work, indirectly.

(5) The term, "industry covered by the Plan," means any industry in which Employees covered by the Plan were employed when the Participant's pension began, or but for suspension under this Section, would have begun.

(6) The geographic area covered by the Plan is the State of Missouri and all of any Standard Metropolitan Statistical Area which falls in part within Missouri and any other area covered by the Plan when the Participant's pension began or, but for suspension under this Section, would have begun.

(7) The geographic area covered by this Plan shall also include any area covered by a plan, which, under a reciprocal agreement in effect when the Participant's pension payment began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.

(8) If a retired Participant reenters Covered Employment to an extent sufficient to cause a suspension of benefits, and that retired Participant's pension payments are subsequently resumed, the industry and areas considered covered by the Plan shall be the industry and area actually covered by the Plan when the retired Participant's pension was later resumed.

(9) Paid non-work time shall be considered disqualifying employment if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence.

(d) Notwithstanding any other provision of this Section, as of April 1 of the calendar year following the calendar year in which a Participant attains age 70 1/2, no employment will be considered disqualifying employment with respect to such Participant.

(e) Special Rule for the Portion of a Participant's Monthly Benefit Accrued Prior to November 1, 1999.

Notwithstanding Subsection (b) above, that portion of a Participant's monthly benefit, which he accrued prior to November 1, 1999, shall not be suspended unless he engaged in "Disqualifying Employment" as defined below.

For Periods before the Participant Attains Normal Retirement Age:

The portion of a Participant's monthly benefit accrued prior to November 1, 1999 shall .be suspended only if the Participant engages in employment or self-employment that is in an industry covered by the Plan when the Participant’s pension began, in the geographic area.

Section 6.14 Benefit Payments Following Return to Covered Employment is deleted in its entirety and replaced with the following effective April 1, 2024:

Section 6.14. Benefit Payments Following Return to Covered Employment.

(a) A Pensioner who returns to Covered Employment and earns Pension Credit on the same basis as an Employee shall be entitled to a recomputation of the Pensioner’s pension amount, upon resumption of the Pensioner’s pension, on the same basis as a Participant who has not retired, subject to the provisions of Sections 3.16 and 6.5. Each April 1, the benefit calculation will be based on the Employee’s then attained age and will include any additional accruals earned during the Plan Year.

(b) For work performed prior to April 1, 2024, the recalculation shall be adjusted as of the following April 1 as described below:

A Pensioner (except a Disability Pensioner) who returns to Covered Employment and earns additional accrual, shall have the Pensioner’s pension recalculated as of the following April 1. If such Pensioner resumes receiving pension payments during a Plan Year, the monthly payment amount shall be adjusted as of the following April 1 as described below.

Each April 1 the benefit calculation will be based on the Employee’s then attained age and will include any additional accruals earned during the prior Plan Year, reduced by the actuarial equivalent of any pension payments made prior to Normal Retirement Age. The amount of such reduction shall be calculated by dividing the amount of the Pensioner’s payments prior to Normal Retirement Age by the factor in Table 1 that corresponds to the Participant’s age when payments resume. In no event will the new monthly benefit be less than the prior monthly amount.

(c) In no event, however, shall any adjustment of a benefit amount under this Section result in forfeiture of a Participant's Normal Retirement benefit or of its actuarial equivalent in violation of Section 203(a)(3)(B) of ERISA.

(d) The amount determined under Subsection (a) above will be adjusted for the Qualified Joint and 50% Survivor Pension or any other optional form of benefit payments after the death of the Pensioner.

(e) A Joint and 50% Survivor Pension in effect immediately prior to suspension of benefits and any other benefit following the death of the Pensioner shall remain effective if the Pensioner's death occurs while the Pensioner's benefits are in suspension.

(f) A Pensioner who returns to Covered Employment and earns additional accrual shall be entitled to a new election as to form of benefit payment for such additional accrual if those additional accruals are subject to a new Annuity Starting Date; provided, however, that the first election on or after Normal Retirement Age shall apply for any subsequent accrual earned.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment on September ___ 2024 effective as specified above and executed this Amendment No. 14 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund.

UNION TRUSTEE	EMPLOYER TRUSTEE
______________________________	______________________________
Virgil Kloth	Lance Claiborne

AMENDMENT NO. 15 TO THE
RESTATED PLAN OF THE
CARPENTERS' PENSION TRUST FUND OF KANSAS CITY
Restated Effective October 1, 2014

In accordance with Article 8 of the Carpenters' Pension Trust Fund of Kansas City (the "Plan"), the Board of Trustees hereby adopts the following amendment effective July 1, 2025, unless otherwise specified herein.

Article IV of the Plan is amended as follows:

Section 4.2 Pension Credits is amended to add the following subsection (d) effective July 1, 2025:

Section 4.2. Pension Credits.

(d) Effective July 1, 2025, Hours of Service in Covered Employment shall include four hours each day (limited to 28 hours per week for no more than 26 weeks) during which the Participant is unable to work in Covered Employment due to a physician certified pregnancy or pregnancy-related condition for which the Participant received compensation under a maternity leave benefit provided by the Mid-America Carpenters Regional Council Health Fund, subject to the following conditions: (i) the Participant must not have incurred a Break in Service in the previous Plan Year and (ii) the Fund Office must receive the required application forms completed in full by the Participant and the Participant's attending physician before the period for which such Hours of Service in Covered Employment shall be recognized.

IN WITNESS WHEREOF, the Board of Trustees adopted this Amendment on March ___ 2026 effective as specified above and executed this Amendment No. 15 to the Rules and Regulations of the Carpenters District Council of Kansas City Pension Fund.

UNION TRUSTEE	EMPLOYER TRUSTEE
______________________________	______________________________
Virgil Kloth	Lance Claiborne