PLAN AMENDMENT NO. 1
TO THE OPERATING ENGINEERS LOCAL 12
DEFINED CONTRIBUTION PLAN

Pursuant to Article IX, Section 10 of the Plan the Board of Trustees has authorized Chair and Secretary to execute this Plan Amendment as part of the Letter of Determination process. All provisions of this Plan Amendment are effective July 1, 2018, the effective date of the Plan.

(1) Article I, Section 9 is amended by adding the following sentence to the conclusion of the existing text:

"All Contribution Agreements require an Employer Contribution of $1.00 per Covered Hour on and after July 1, 2018."

(2) Article IV, Section 2 is added as follows:

"Section 2: Leased Employees
Service of any employee, other than an Employee, who is a leased employee to any employer, other than an Employer, aggregated under Internal Revenue Code Section 414(b), (c) or (m) shall be credited for vesting purposes under the Plan whether or not such individual is eligible to participate in the Plan."

(3) Article VI, Section 1 (d) is amended by striking the language reading, "... has no outstanding loan balance ..."

(4) Article IX, Section 15 of the Plan is amended by adding the following language to the conclusion of the first paragraph the following:

"Should a Participant entitled to such benefits die while on military service his or her account shall be credited and distributed as if he or she had returned to Covered Employment on the date of death and then died the next day."

(5) Article IX, Section 9 (a) (2) is amended to read as follows:

"One hundred percent (100%) of the Participant's compensation up to $200,000 as adjusted pursuant to IRC Section 401 (a) (17) and Treasury Regulation 1.401 (a) (17)-1."

(6) Article X, Section 1 (c) is amended by revising the second sentence of the first paragraph to read:

> "Only those Plans of the Employer in which the Determination Date falls or the preceding four Plan Years (regardless of whether any such Plans have been terminated) shall be aggregated to determine whether such Plans are Top Heavy Plans."

(7) The text of Article X, Section 5 is deleted and replaced with the following:

> "As provided in Article IV, Section 1 for any Plan Year, including a Top Heavy Plan Year all Participants, including terminated Participants, are immediately vested in their Accrued Benefit."

(8) The text of Article X, Section 2 is deleted and replaced with the following:

> "For any Top Heavy Plan Year each Non-Key Employee who has not separated from service at the end of the Plan Year, regardless of Credited Hours or level of compensation, will be credited with contributions equivalent to the greater of: (1) actual contributions credited during the Plan Year or (2) three percent of compensation as defined in Internal Revenue Code Section 415 or if less than three percent the highest rate allocated (including elective deferrals) to any Key Employee."

(9) Article II, Section 5 (a) is amended by deleting the reference to "1.401 (a)(9), Q&A-4" and inserting in its place a reference to "1.401 (a) (9)-4."

(10) Article IX, Section 1 is amended by adding to the conclusion of the existing text the following:

> "This Plan does not permit any form of elective deferral, employee contribution or Participant directed investment within the meaning of Internal Revenue Code Section 401 (a) (35) nor shall this Plan invest in any publicly traded Employer security as defined in

that Section."

(11) Article IX, Section 2 is amended by adding to the existing text the following:

"Other than Required Minimum Distributions pursuant to Article XI no distribution shall be made unless the application is approved by the Board. For married Participants Article V, Section 4 requires spousal consent as to any optional form of benefits."

Executed this 24 day of April 2019

By _____
Chairman, Board of Trustees

By _____
Secretary, Board of Trustees