Exhibit 5e
Summary Plan Description

SUMMARY PLAN DESCRIPTION OF THE PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

Plasterers and Cement Masons Local No. 94 Pension Fund

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APPENDIX A 1

MESSAGE FROM THE BOARD OF TRUSTEES TO THE PARTICIPANTS OF THE PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

The Plasterers and Cement Masons Local No. 94 Pension Fund (referred to as the “Fund”) is an employee pension benefit plan covering members Local No. 592 of the Operative Plasterers and Cement Masons, referred to as the "Union" or "Local 592." The Pension Fund is sponsored by Local 592 and the Keystone Contractors Association.

The Fund was established to provide pension benefits, as determined by the Fund’s rules set forth in the Fund’s Plan of Benefits. Not all Participants are eligible to receive all of the Fund’s benefits. Read this booklet, which is called a Summary Plan Description, carefully to determine whether you are eligible to receive any Fund benefits, and if so, which benefits.

This Summary Plan Description is designed to describe the benefits which are provided by the Fund, and to inform you of your rights under the Fund and the Employee Retirement Income Security Act. The complete details of the Fund are contained in the Amended and Restated Plan of Benefits. Although extreme care has been taken to provide accurate information in this Summary Plan Description, it is important for you to understand that if any of the terms in this Summary Plan Description are inconsistent with any of the terms of the Fund’s Amended and Restated Plan of Benefits, which is the document governing the operation of the Fund, the terms of the Plan of Benefits control.

Nothing in this Summary Plan Description is meant to interpret or change in any way the provisions expressed in the Amended and Restated Plan of Benefits. Only the full Board of Trustees is authorized to interpret the Plan of Benefits. No employer, Union, or any representative of any employer or Union, in such capacity, is authorized to interpret this Fund, nor can any such person act as agent of the Trustees. The Trustees reserve the right to amend, modify or discontinue all or part of this Fund whenever, in their judgment, conditions so warrant.

The provisions of the Fund’s Plan of Benefits described in this Summary Plan Description generally apply to currently active participants. If you are not an active participant, a prior version of the Summary Plan Description may apply to you. Copies may be obtained by making written request to the Fund’s Contract Administrator.

We have tried to write this Summary Plan Description in language that you can easily understand. If you have questions, however, feel free to call the Contract Administrator, whose name, address and telephone number are given inside.

Exhibit 5e
Summary Plan Description

This Summary Plan Description is a valuable piece of property. Please put it in a safe place for your future reference. Notices of changes will be sent to you as the Fund is amended or revised.

A replacement Booklet will cost you the actual cost of the Booklet, plus postage and handling charges. You may also examine the Summary Plan Description, without charge, at the Contract Administrator's office.

PART A: IMPORTANT FUND FACTS

Q&A 1: HOW DOES THE FUND WORK?

The Fund is a defined benefit pension plan. In order to understand more fully some of the matters discussed later on in this Summary Plan Description, you will need to have a general idea of how a defined benefit pension plan works. Employers are required to make contributions to this Fund for each hour that you work. Individual contributions are not permitted under the Fund. The Board of Trustees hires an actuary to determine what types and amounts of benefits can be paid based on the amount of contributions received and other factors, such as investment income and ages of Active Participants. The law requires the Fund to have an actuarial study every year, and the amounts and types of plan benefits are determined by the annual actuarial study.

Q&A 2: WHAT IS THE MEANING OF "EFFECTIVE DATE" IN THIS SUMMARY PLAN DESCRIPTION?

This Summary Plan Description includes amendments to the Fund's Plan of Benefits through November 18, 2016. It generally applies to Covered Employees who are currently active. Throughout the Summary Plan Description you will see different effective dates for various provisions of the Fund's Plan of Benefits. Some of the changes were as the result of the passage of laws. Others were made by the Fund's Board of Trustees as they continually review the Fund's fiscal status and the needs of the Fund's Participants. Therefore, if you have stopped working, the provisions of the Fund's Plan of Benefits that determine your benefits may be different from those set forth in this Summary Plan Description.

Q&A 3: WHAT ARE SOME OF THE HIGHLIGHTS OF THE FUND?

- Your eligibility for a pension from the Fund, and the amount of the benefit you will receive at retirement, depend on how much time you work for contributing employers and your age at retirement.

- As a Participant in the Fund, you earn two types of credits while you are working for a contributing employer: Credited Service, which can either be Credited Future Service or Credited Past Service, and Vesting Service Years.

- You earn Credited Future Service for time you work while your employer is obligated to make contributions to the Fund on your behalf. You may also be entitled to Credited Past Service for time you worked before your employer became obligated to make contributions on your behalf.

- You earn one year of Vesting Service Years for any Plan Year you work at least 1000 hours while your employer is making contributions to the Fund on your behalf.

- You can earn a non-forfeitable right to a pension from the Fund—that is, you become vested—when you have five Vesting Service Years and you work at least one hour in Covered Employment on May 1, 1998 or later.

- You can retire on a Normal Retirement Age Pension at age 65, provided you have five years of Future Service Credit, or you have age attained age 65 and it has been five years since you first participated in the Fund.

- You are eligible to receive an Early Retirement Pension as early as age 55 with 15 or more years of Credited Service. Benefits will be reduced for each month that you are under age 55.

- If you become Permanently Disabled—which means you are unable to work at the trade and your disability is expected to last for at least 12 months—while working, you may be eligible for a Disability Pension prior to age 65, with no Early Retirement reduction.

- For the Normal Retirement Age and Early Retirement Age Pensions, the Fund pays monthly pension benefits for your lifetime. Certain forms of payment under the Fund provide benefits to your spouse or beneficiary upon your death.

- If you die before you retire, your spouse or minor children may be entitled to Pre-Retirement Death Benefits.

PART B: WHAT IS THE MEANING OF CERTAIN IMPORTANT FUND TERMS?

1. "**Covered Employment**" means employment under the terms of a collective bargaining agreement or a Participation Agreement which requires the employer to contribute to this Fund or a plan that is party to a reciprocal agreement with this Fund.

2. "**Credited Future Service**" is credit for work after you are covered by the Fund. After May 1, 1967, you will be credited in each Plan Year with 1/10th of a year of Future Service Credit for each 140 hours for which contributions are payable to the Pension Fund. After May 1, 1996, you will be credited in each Plan Year with 1/20th of a year of Future Service Credit for each 70 hours for which contributions are payable to the Pension Fund. If you have less than 280 hours during a Plan Year, no Future Service Credit will be given for that Plan Year.

In addition to hours for which contributions are payable to the Pension Fund, credit will be given for each day you are absent from work if you receive workers' compensation benefits arising from Covered Employment or sick and accident benefits paid by the Building Trades Health and Welfare Fund (including any waiting period). The credit for such absence shall be at the rate of eight hours for each work day, up to 1000 hours in any period of two consecutive Plan Years, but not more than 2000 hours during a continuous disability or a series of periods of disability arising from the same cause. In order to obtain this credit, you must notify the Contract Administrator.

If, after becoming a Participant, you take a leave from Covered Employment to perform service in the uniformed services as that term is defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 ("uniformed service"), you will receive up to five years of credited service for the time you spend in uniformed service, provided that you return to Covered Employment within ninety days after your discharge or release from hospitalization following your discharge. If you die or become Permanently Disabled while in uniformed service, you will receive up to five (5) years of Credited Service for the time you spent in uniformed service. You will receive 130 hours future service credits for each twelfth of a year that you are on active duty. If you believe you are entitled to this type of credit, contact the Contract Administrator.

3. "**Credited Past Service**" is for work before you were covered by the Fund. A year of Credited Past Service is given for each full year of continuous and uninterrupted service from the date you first worked for a Participating Employer under a collective bargaining agreement with your Union to May 1, 1967. The applicable date shall be determined from employer and employee records, Social Security records and other similar evidence, including the Union's records, as the Board of Trustees may, by rule or regulation, uniformly applied, determine to be acceptable.

4. "**Credited Service**" is the total of your Credited Past and Future Service.

5. "**Divesting Service Years**" are Plan Years where you have less than 280 Vesting Hours. If you do not work at least 280 hours for which contributions are payable to the Pension Fund during a Plan Year, you will be charged with a Divesting Service Year. This does not apply if you are temporarily disabled, in military service, or during layoff if otherwise available for work. It also does not apply if the reason you failed to work those hours was due to the birth or adoption of a child. Once the accumulated number of consecutive Divesting Service Years equals 5 years or the total number of Vesting Service Years you have earned, you will lose all credits and benefits under the Fund.

6. "**Early Retirement**" means attaining age 55 and having completed fifteen (15) or more years of Credited Service.

7. "**Eligible Spouse**" means a spouse who has been married to you for the one-year period ending on the earlier of: (a) the day on which your pension benefits commence, or (b) the day you die. If a spouse was married to you during the one-year period ending on the day your pension benefits commence, the spouse need not be married to you at the time of your death in order to be eligible. If a spouse is married to you for less than one year on the day your pension benefits commence, but you have been married for at least one year ending on the date of your death, the spouse is eligible. If a Qualified Domestic Relations Order provides that a former spouse is not entitled to a survivor benefit, the spouse shall not be eligible.

8. "**Extension Period**" is a period of up to two consecutive Plan Years where, if you work fewer than 280 hours, you will continue to be considered an Active Fund Participant.

9. "**Industry Employment**" means employment or self-employment of a Pensioner at any place in the Commonwealth of Pennsylvania and the remainder of any Standard Metropolitan Statistical Area which falls within the Commonwealth of Pennsylvania, whether or not for a contributing employer, in any Trade or Craft in which the Pensioner was employed at any time under the Fund.

10. "**Normal Retirement Age**" or "**Normal Retirement Date**" means the later of the time you attain age 65, or the fifth (5th) anniversary of the time you commenced participation in the Fund. Because this Fund formerly determined Normal Retirement Age with reference to the tenth (10th) anniversary of the commencement of participation, a transition rule shall be:

The qualifying anniversary date for Participants who commenced participation before May 1, 1988, shall be the earlier of:

(a) the tenth anniversary of the date you commenced participation or

(b) May 1, 1993. The participation commencement date is the first day of the first Plan Year in which you commenced participation in the Fund.

11. "**Permanently Disabled**" means those disabilities which are the subject of an award from the Social Security Administration.

12. "**Plan Year**" is the first day of May to the last day of April, annually. The Plan Year is important for various reasons. For example, it is the period as to which records are kept for Fund administration.

13. "**Trade or Craft"** means all work of the type performed by members of the bargaining unit covered by this Fund, and employment as a supervisor of such work.

14. "**Vesting Hours**" include each hour used to determine your Future Service Credit (described in item 2 above), plus each hour you work for an employer who is participating in the Fund, even though you work in a job class not covered by the collective bargaining agreement. To earn Vesting Hours this way, you must have been working with the same employer in Covered Employment immediately before or after you worked in the job class not covered by the collective bargaining agreement. You may also receive Vesting Hours for the time you spent in military service after you first become a Participant in the Fund. If you believe you are entitled to these kinds of Vesting Hours, please contact the Contract Administrator.

15. "**Vesting Service Years**" are Plan Years that count toward determining whether you have a vested right to your pension (a right which cannot be taken away). If you were covered under the Fund before May l, 1976, your Vesting Service as of May l, 1976, consists of your Credited Service as of that date. After May l, 1976, you will earn a Vesting Service Year for each Plan Year that you earn 1000 or more Vesting Hours. If you earn more than 280 Vesting Hours in a Plan Year through April 30, 1996, you will receive 1/10th Vesting Service Year for each full unit of 140 Vesting Hours up to 1000 Hours. Effective May 1, 1996, if you earn more than 280 Vesting Hours in a Plan Year, you will receive 1/20th Vesting Service Year for each full unit of 70 Vesting Hours up to 1000 Hours.

A Vesting Hour includes each Hour of Covered Employment used to determine your Credited Future Service (described in Paragraph 2, above), plus each hour you work for an employer who is participating in the Fund, even though you work in a job class not covered by the Fund. To earn Vesting Hours this way, you must have been working with the same employer in Covered Employment immediately before or after you worked in the job class not covered by the Fund. You may also receive credit for the time you spent in Military Service after you first become a Participant in the Fund. If you believe you are entitled to these kinds of Vesting Hours, please contact the Contract Administrator.

If, after becoming a Participant, you take a leave from employment to perform service in the uniformed services as that term is defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 ("uniformed service"), you will receive up to five Years of Credited Service for the time you spend on leave for uniformed service, provided that you return to Covered Employment within ninety days after your discharge or release from hospitalization following your discharge. You will receive 130 Hours of Future Service Credit for each twelfth of a year that you are on leave for uniformed service. In order to obtain this credit, you must notify the Contract Administrator.

PART C: HOW DOES THE FUND COUNT THE TIME YOU WORK?

Q&A 1: WHO IS COVERED BY THE FUND?

The Fund covers any person employed in the Local 592 collective bargaining units after May 1, 1967, by employers who have agreed by collective bargaining with the Union to participate in the Fund, or any person employed by an employer who is party to a Participation Agreement which requires the employer to contribute to the Fund.

Q&A 2: HOW DO YOU EARN BENEFIT CREDITS UNDER THE FUND?

From the first hour that you work in Covered Employment, you will begin to accrue hours towards Future Service Credits. For each 140 hours of Covered Employment in a Plan Year after May 1, 1967 and prior to May 1, 1996, you will be credited with 1/10th of a year of Future Service Credit. For each 70 hours of Covered Employment in a Plan Year after April 30, 1996, you will be credited with 1/20th of a year of Future Service Credit. However, if you have less than 280 hours during a Plan Year, no Future Service Credit will be given for that Plan Year. (See definition of Future Service Credit in the Q&A entitled "What is the Meaning of Certain Important Fund Terms?" for a more complete explanation of how you accrued Future Service Credits prior to May 1, 1997, and how you accrue Future Service Credits after May 1, 1997.) Until you become vested under the Fund, it is possible that you may lose benefits that you have accrued under the Fund.

In addition to hours for which contributions are payable to the Pension Fund, credit will be given for each day you are absent from work if you receive workers' compensation benefits arising from covered employment or sick and accident benefits paid by the Building Trades Health and Welfare Fund (including any waiting period). The credit for such absence shall be at the rate of eight hours for each work day, up to 1,000 hours in each period of two consecutive Plan Years, but not more than 2,000 hours during a continuous disability or series of periods of disability arising from the same cause. In order to obtain this credit, you must notify the Contract Administrator.

If, after becoming a Participant, you take a leave from employment to perform service in the uniformed services as that term is defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 ("uniformed service"), you will receive up to five years of credited service for the time you spend in uniformed service, provided that you return to covered employment within ninety days after your discharge or release from hospitalization following your discharge. You will receive 120 hours of future service credit for each one-tenth year that you are on active duty. In order to obtain this credit, you must notify the Contract Administrator.

Q&A 3: WHAT HAPPENS IF YOU LEAVE COVERED EMPLOYMENT ON ACCOUNT OF BEING CALLED TO ACTIVE MILITARY DUTY?

The Fund provides you with certain rights for an absence from employment due to Uniformed Services Leave. Uniformed Services Leave means service in the military or the reserves. These rights are governed by the Uniformed Services Employment and Reemployment Rights Act ("USERRA"). To qualify for these rights, you must apply for reemployment under USERRA within a short time following your military leave. If you satisfy these requirements, you will be treated as if you were working in Covered Employment.

If you die or become disabled during your Uniformed Services Leave, USERRA requires that you be treated as if you had been reemployed on the day before your death or disability, and your employment was terminated on the date of your death or disability.

Prior to your Uniformed Services Leave you should contact the Fund's Contract Administrator and inform the Contract Administrator of your upcoming Uniformed Services Leave, and you should provide the Contract Administrator with a copy of your Activation Orders. Following your Uniformed Services Leave you should again contact the Fund's Contract Administrator and provide the Contract Administrator with a copy of your Discharge Orders.

Q&A 4: WHAT HAPPENS IF YOU WORK UNDER A COLLECTIVE BARGAINING AGREEMENT WHERE YOUR EMPLOYER CONTRIBUTED TO ANOTHER PENSION FUND?

Determining the Credited Future Service and benefit amounts for Participants who travel from one jurisdiction to another can be complex. However, a set of rules and procedures has been developed to handle various situations.

The Fund has entered into agreements with other Pension Funds, which are called Reciprocal Agreements, which require those Pension Funds to send to this Fund employer contributions made for hours worked by Participants of this Fund.

Unless there is a Reciprocal Agreement that applies to this Fund and the other retirement plan at the time you working away from home, you cannot earn pension credits under the Fund when you travel to a non-participating jurisdiction.

Work in another jurisdiction before a Reciprocal Agreement was effective does not count for a pension credit under the Fund. Information on current Reciprocal Agreements that the Fund has may be obtained from the Contract Administrator.

When the Fund receives contributions from another Fund that has a Reciprocal Agreement with this Fund, you will receive credit for all hours you have worked.

Q&A 5: WHEN WILL YOU HAVE A VESTED RIGHT TO YOUR PENSION?

Vesting Service Years are used to determine your non-forfeitable right to a benefit and eligibility for a vested pension. It is possible to earn a Vesting Service Year while only earning a portion of a year of Credited Future Service.

You will have a vested right (a right which cannot be taken away) to your pension after you have earned 5 Vesting Service Years, provided you have at least 1 hour of Future Service Credit after May 1, 1998, or after you become eligible for Normal Retirement. If you did not have at least 1 hour of Future Service Credit after May 1, 1998, you will have a vested right to your pension after you have earned 10 Vesting Service years or after you become eligible for Normal Retirement.

If you complete your Extension Period (you are given a grace or Extension Period for up to two consecutive Plan Years if you become inactive by virtue of having failed to work at least 280 hours for which contributions are payable in a particular Plan Year) after you become a vested Participant, you will be provided a monthly pension benefit to start at your Normal Retirement Age or Early Retirement Age, if you qualify. The benefit amount will be based on the credit you earned up to the time you completed your Extension Period, and will be given to you at the rate in effect at that time.

If you later return to Covered Employment, you may earn new credits at a higher rate, but your old credits will be paid at the same rate as before.

Q&A 6: IS IT POSSIBLE TO LOSE CREDITS WHICH YOU HAVE EARNED UNDER THE FUND?

Yes, if you do not have a vested right to your pension. If you do not work at least 280 hours for which contributions are payable to the Pension Fund during a Plan Year, you will be charged with a Divesting Service Year. This does not apply if you are temporarily disabled, in military service, or during layoff if otherwise available for work. It also does not apply if the reason you failed to work those hours was due to the birth or adoption of a child. Once the accumulated number of consecutive Divesting Service Years equals 5 years or the total number of Vesting Service Years you have earned (whichever is more), you will lose all credits and benefits under the Fund. This is commonly referred to as the “Rule of Parity.” Under the “Rule of Parity,” years of service before a break-in-service (a Plan Year in which you work less than 500 hours) by a non-vested Participant must be taken into account after a break-in-service, unless the number of one-year breaks in service equals or exceeds the greater of: (a) five consecutive

one-year breaks in service, or (b) the aggregate number of years of service earned before the consecutive breaks in service.

Also, if you have reached Normal Retirement Age and you are an Active Participant, and it has been five years since you first had contributions made to the Fund, you will have a vested benefit.

PART D: WHEN ARE YOU ELIGIBLE TO RECEIVE A BENEFIT FROM THE FUND?

Q&A 1: WHAT TYPES OF BENEFITS ARE PAID BY THE FUND?

The Fund provides the following types of benefits:

- Normal Retirement Age Pension
- Early Retirement Age Pension
- Disability Benefits
- Pre-Retirement Surviving Spouse/Minor Children Pension

Q&A 2: WHAT IS THE MEANING OF "RETIREMENT"?

You must stop working in the collective bargaining unit or with an employer who is party to a Participation Agreement, make an application for a pension benefit, and have the application approved by the Board. Thereafter, you will be considered "retired" so long as you are not employed within the State of Pennsylvania and any remainder of any Standard Metropolitan Statistical Area which falls in part within Pennsylvania in the plastering and cement finishing trade.

Q&A 3: WHEN MAY YOU RETIRE ON A NORMAL RETIREMENT AGE PENSION?

You may retire if you have attained age 65, and it has been 5 years since you first participated in the Fund, provided you have not lost your credits. (see Q&A entitled "Is it Possible to Lose Credits which You have Earned Under the Fund?"). This is known as your Normal Retirement Date.

Q&A 4: ARE YOU REQUIRED TO RETIRE ON YOUR NORMAL RETIREMENT DATE?

No. You may continue working as long as you like. When you do retire, you will be given credit for hours worked after your Normal Retirement Date. However, if you continue working until age 70½, your pension must begin no later than April 1st of the calendar year in which you reach age 70½. If you have ceased work and have not applied for Pension Benefits, and have reached age 70½, your pension must begin no later than April 1st of the calendar year following the year in which you attained age 70½.

Q&A 5: MAY YOU RETIRE EARLY?

Yes. You may retire early if you have attained age 55 and completed 15 years of Credited Service Years.

Q&A 6: WILL YOUR PENSION BE REDUCED IF YOU RETIRE EARLY?

Yes. Your reduced pension benefit if you retire early (age 55 and 15 years of Credited Service) is based upon your years of Credited Service and your age when you retire. If you retire on or after May 1, 2013, your Early Retirement Pension is equal to your Normal Retirement Pension reduced by 1/200th for each month that your retirement date precedes your Normal Retirement Date. For retirements prior to May 1, 2013, the reduction was 1/360th for each month that retirement precedes Normal Retirement.

Q&A 7: WHEN MAY YOU RECEIVE DISABILITY BENEFITS?

If you become Permanently Disabled from performing your regular work while you are an Active Participant or during the 2-year Extension Period prior to March 15, 2017, and after you have completed 5 years of Credited Future Service, you will be entitled to a disability pension. (See Q&A entitled "Are Disability Benefits Provided After You are no Longer an Active Participant?") Your disability pension will start on the later of, (a) 6 months after you have been Permanently Disabled, or (b) the date you make an application for a disability pension on a form approved by the Board of Trustees. The Board may require your permanent disability to be certified by a physician chosen by the Board. The requirement of permanent disability can be met if the physician certifies that the disability will persist for at least one year or result in death.

Q&A 8: ARE DISABILITY BENEFITS PROVIDED AFTER YOU ARE NO LONGER AN ACTIVE PARTICIPANT?

You are given a grace or Extension Period for up to two consecutive Plan Years if you become inactive by virtue of having failed to work at least 280 hours for which contributions are payable in a particular Plan Year. During this grace period, you remain eligible for disability benefits; thereafter, your eligibility ceases.

Q&A 9: HOW CAN YOU LOSE ELIGIBILITY FOR A DISABILITY BENEFIT?

At any time while you are receiving a Disability Benefit the Fund may ask for proof of your continuing eligibility for benefits. If you recover from your disability before you reach Normal Retirement Age, you are no longer eligible to receive a Disability Benefit.

Q&A 10: HOW LONG WILL THE DISABILITY BENEFIT BE PAID?

The monthly disability pension is payable as long as you are Permanently Disabled or until your Normal Retirement Date, whichever is earlier. The Board of Trustees may require you to undergo a physical examination, before you reach your Normal Retirement Date, by a physician chosen by it in order to determine the continuance of your disability. A physical examination will not be required more frequently than once each year. Your disability pension would stop if you refused to undergo a physical examination required by the Board. When you reach Normal Retirement Age, your monthly pension benefit will be converted to a Normal Retirement Date pension. At that time, you will be required to elect an appropriate form of monthly pension benefit.

Q&A 11: WHAT DEATH BENEFITS ARE PAYABLE?

1. If you die after you complete 5 years of Future Service Credits, or 5 years of Vested Service Credits, but before your Normal Retirement Age, and:

   a. you are survived by an Eligible Spouse (or former spouse, subject to a Qualified Domestic Relations Order) who is living with you at the time of your death, and

   b. if you had not elected a form of pension other than a Husband-Wife Pension, your Eligible Spouse (or former spouse, subject to a Qualified Domestic Relations Order) will receive a monthly benefit of 50% of the amount you would have received had you retired on the day prior to your death on an Employee-Only Pension without reduction because you had not reached Normal Retirement Age. The payments to the Eligible Spouse stop the first day of the month following your Eligible Spouse's death. If your Eligible Spouse dies and there are surviving minor children, benefits will be payable to the minor children (see Paragraph 3 of this Question for a detailed explanation).

2. If you die:

   a. after you are eligible for Normal Retirement but before you retire, and

   b. if you had not elected a form of pension other than a Husband-Wife Pension,

your Eligible Spouse (or former spouse, subject to a Qualified Domestic Relations Order) will receive a monthly benefit of 50% of the amount you would have received had you retired on the day prior to your death and elected the Husband-Wife 50% pension. The payments to your Eligible Spouse would continue as long as your Eligible Spouse lives.

3. Whenever a death benefit is payable and there is no surviving Eligible Spouse (or former spouse, subject to a Qualified Domestic Relations Order) to receive it, or a surviving Eligible Spouse receiving the death benefit dies, the benefit shall be payable to the deceased Participant's Minor Children. A "Minor Child" is a natural or adopted child of the deceased who is less than 18 years of age and is recognized as a dependent for benefit purposes by the Social Security Administration. If there is more than one Minor Child, the benefit shall be divided equally among all Minor Children. As each child reaches majority, or if any child dies, the benefit that had been paid to that child shall be divided equally among the remaining Minor Children.

Q&A 12: WILL ANY BENEFITS BE PAID TO YOUR BENEFICIARY, SPOUSE OR CHILDREN IF YOU DIE WHILE RECEIVING A DISABILITY PENSION?

Yes, if you became Permanently Disabled prior to March 15, 2017, and if you had earned 5 years of Future Service Credits at the time you became disabled nd are survived by an Eligible Spouse, your Eligible Spouse will receive a monthly benefit of 50% of the amount of your disability pension. Your Eligible Spouse on your death must be the same Eligible Spouse to whom you were married on the date you became totally and Permanently Disabled. Payments to the Eligible Spouse continue as long as she lives.

Whenever a death benefit is payable and there is no surviving Eligible Spouse (or former spouse, subject to a Qualified Domestic Relations Order) to receive it, or a surviving Eligible Spouse receiving the death benefit dies, the benefit shall be payable to the deceased Participant's Minor Children. A "Minor Child" is a natural or adopted child of the deceased who is less than 18 years of age and is recognized as a dependent for benefit purposes by the Social Security Administration. If there is more than one Minor Child, the benefit shall be divided equally among all Minor Children. As each child reaches majority, or if any child dies, the benefit that had been paid to that child shall be divided equally among the remaining Minor Children.

PART E: HOW MUCH WILL YOUR PENSION BE?

At your Normal Retirement Age you are eligible for a monthly pension.

The monthly pension benefit is arrived at by multiplying the number of years of Credited Service by the value of the Credited Service. The value of Credited Service for various time periods is contained in Appendix A of this Summary Plan Description.

The amount of the monthly pension benefit that you receive may be changed by a Qualified Domestic Relations Order (see the section "Qualified Domestic Relations Orders").

The value of your Early Retirement Age Pension is based upon your years of Credited Service, and is calculated by multiplying the number of years of Credited Service times the value of the Credited Service, reduced by 1/200th for each month that you are between the ages of 55 and 65. If you retired prior to May 1, 2013, the reduction was 1/360th for each month that you were between the ages of 55 and 65.

PART F: HOW WILL YOUR PENSION BENEFITS BE PAID?

Your Pension Benefit can be paid in one of several ways. There are, however, standard forms of payments for married and single Participants. If you do not select an optional form, you will receive payment in the standard form that applies to you. You cannot change your form of payment after the payment of your pension benefit begins.

Q&A 1: IF YOU ARE MARRIED, WHAT IS THE STANDARD FORM FOR EARLY AND NORMAL RETIREMENT AGE PENSIONS?

Husband and Wife 50% - Under federal law, the standard form of payment for married Participants is the Husband and Wife 50% Pension.

If you are married on the effective date of your Pension, your Pension will be paid automatically as a Husband and Wife 50% Pension unless you and your Eligible Spouse select a different form of payment in writing. To reject the standard form, you must use the appropriate form provided by the Fund as part of the Pension Application. Your Eligible Spouse's consent must acknowledge the effect of the rejection, and must consent to a specific optional payment form and the form cannot be changed without your Eligible Spouse's consent. To be valid, your rejection and consent must be filed within a specific timeframe. Your rejection may be revoked at any time before your payment begins. Your spouse's signature must either be witnessed by a Notary Public or by the Fund's Contract Administrator.

The Husband and Wife 50% Pension provides you with a reduced monthly benefit for your lifetime. When you die, your Eligible Spouse continues to receive 50% of that reduced amount of his or her life. The amount of the reduction depends upon the difference between your age and your Eligible Spouse's age at the time you retire. You and your Eligible Spouse must have been married to each other for at least one year on the date of your death for the Husband and Wife 50% Pension to be payable. The survivor portion of this benefit is only payable to the Eligible Spouse you are married to on the effective date of your benefits.

If your pension is paid in the form of the Husband and Wife 50% Pension, the reduced amount you will received will not be increased to the full amount of the pension otherwise payable as a result of a subsequent divorce. Your pension will remain permanently at the reduced amount. If you and your Eligible Spouse are divorced after the effective date of your pension, your divorced spouse will be entitled to receive survivor benefits under the Husband and Wife 50% Pension benefit after your death.

Q&A 2: IF YOU ARE MARRIED, WHAT ARE THE OPTIONAL FORMS FOR EARLY AND NORMAL RETIREMENT AGE PENSIONS?

You may choose not to receive your benefit in a standard form that applies to you. In order for an optional form to become payable, you must properly elect it on an appropriate form provided by the Fund. Also, if you are married at retirement, you must formally reject the Husband and Wife 50% Pension with the consent of your Eligible Spouse.

a. Employee Only Life

This form provides you with an equal monthly pension benefit for your lifetime.

b. Husband and Wife 100% Pension

This form of pension is similar to the Husband and Wife 50% Pension, except that it reduces your pension by a greater amount in return for providing 100% of your pension to your Eligible Spouse for his or her lifetime following your death.

You and your Eligible Spouse must have been married to each other for at least one year on the date of your death for this benefit to be payable. The survivor portion of this benefit is only payable to the Eligible Spouse you are married to on the effective date of your benefits. If your pension is paid in the form of a Husband and Wife 100% Pension, the amount payable to you will not be adjusted as a result of a subsequent divorce. If you and your Eligible Spouse are divorced after the effective date of your pension, your divorced Eligible Spouse will be entitled to receive the survivor benefits under the Husband and Wife 100% Pension.

c. Husband and Wife 75% Pension

This form of pension is similar to the Husband and Wife 50% Pension, except that it reduces your pension by a greater amount in return for providing 75% of your pension to your Eligible Spouse for his or her lifetime following your death.

You and your Eligible Spouse must have been married to each other for at least one year on the date of your death for this benefit to be payable. The survivor portion of this benefit is only payable to the Eligible Spouse you are married to on the effective date of your benefits. If your pension is paid in the form of a Husband and Wife 75% Pension, the amount payable to you will not be adjusted as a result of a subsequent divorce. If you and your Eligible Spouse are divorced after the effective date of your pension, your divorced Eligible Spouse will be entitled to receive the survivor benefits under the Husband and Wife 75% Pension.

d. Life Pension with Ten Years Certain Payments

You can elect to receive your monthly pension benefit as a Life Pension with Ten Years Certain Payments. If you die before you have received at least ten (10) years of pension payments (120 monthly payments), the full monthly payment amount will continue to be paid to your designated beneficiary until the Fund has paid a combined total of ten (10) years of benefit payments (120 months) to you and your beneficiary.

e. Life Pension with Five Years Certain Payments

You can elect to receive your monthly pension benefit as a Life Pension with Five Years Certain Payments. If you die before you have received at least five (5) years of pension payments (60 monthly payments), the full monthly payment amount will continue to be paid to your designated beneficiary until the Fund has paid a combined total of five (5) years of benefit payments (60 months) to you and your beneficiary.

Q&A 3: IF YOU ARE SINGLE, WHAT IS THE STANDARD FORM FOR EARLY AND NORMAL RETIREMENT AGE PENSIONS?

Employee Only Life - The standard form for single Participants is a pension that pays you a monthly benefit for your lifetime. This form provides you with an equal monthly pension benefit for your lifetime.

There is no reduction to your benefit to provide this form of pension payment.

Q&A 4: IF YOU ARE SINGLE, WHAT ARE THE OPTIONAL FORMS FOR EARLY AND NORMAL RETIREMENT AGE PENSIONS?

You may choose not to receive your benefit in a standard form that applies to you. In order for an optional form to become payable, you must properly elect it on an appropriate form provided by the Fund.

a. Life Pension with Five Years Certain Payments

Under this form of payment monthly pension benefits will be paid to you for your lifetime. If you die before you have received at least five (5) years of pension payments (60 monthly payments), the full monthly payment amount will continue to be paid to your designated beneficiary until the Fund has paid a combined total of five (5) years of benefit payments (60 months) to you and your beneficiary.

b. Life Pension with Ten Years Certain Payments

Under this form of payment monthly pension benefits will be paid to you for your lifetime. If you die before you have received at least ten (10) years of pension payments (120 monthly payments), the full monthly payment amount will continue to be paid to your designated beneficiary until the Fund has paid a combined total of ten (10) years of benefit payments (120 months) to you and your beneficiary.

Q&A 5: HOW AND WHY SHOULD YOU DESIGNATE A BENEFICIARY?

You should have a Beneficiary Designation form on file with the Fund. This form is available through the Fund's Contract Administrator. You must complete the actual form provided by the Fund. No other form of designation may be used. Completion of forms for a Health and Welfare Fund sponsored by the Local does not meet this requirement. If you are married when you retire, your Eligible Spouse must give written consent to your designation of a beneficiary made for the optional form of payment you elect. Your Eligible Spouse must also give written consent to any change in that designation made at a later date.

If you should die without naming a beneficiary, or if your designated beneficiary has not survived you, any death or survivor benefits due under the Fund, or any benefits due you but not yet received at the time of your death, will be paid as follows to your:

- Surviving spouse; or if no spouse,
- Surviving children, divided equally among them; or if no surviving children,
- Surviving parents, divided equally between them; or if no surviving parents,
- Surviving siblings, divided equally among them; or if no surviving siblings;
- To your estate.

PART G: WHAT HAPPENS IF YOU CONTINUE TO WORK AFTER NORMAL RETIREMENT AGE OR RETURN TO WORK AFTER RETIRING?

Q&A 1: WHAT HAPPENS IF YOU CONTINUE TO WORK AFTER NORMAL RETIREMENT AGE?

If you reach Normal Retirement Age and have failed to apply for retirement benefits, you will be presumed to have continued Industry Employment. Your benefits shall be suspended until you make an application for benefits and it is approved.

Q&A 2: WHAT HAPPENS IF YOU RETURN TO INDUSTRY EMPLOYMENT BEFORE AGE 70½?

The purpose of the Fund is to provide benefits to you when you are retired and not working. After your Normal or Early Retirement Benefits begin, your monthly benefit payments may be suspended if you return to Industry Employment.

If you: (1) return to work in Industry Employment, no matter whom you work for, and (2) work more than 500 hours in a calendar year, your pension will be suspended during any subsequent month within that calendar year in which you work more than forty (40) hours.

Q&A 3: WHAT DO YOU DO IF YOU RETURN TO INDUSTRY EMPLOYMENT?

If you return to work in Industry Employment, you must notify the Contract Administrator immediately of your return to work. The Contract Administrator may request information concerning your employment. The Contract Administrator may also from time to time, as a condition of your receiving future benefit payments, request that you certify that you are either not employed or that your employment is not Industry Employment.

If the Contract Administrator learns that you are employed in Industry Employment, and have failed to notify the Contract Administrator of your return to work, the Contract Administrator may assume that you have worked more than 500 hours in a calendar year and more than 40 hours in each month in a calendar year after you worked the 500 hours, and suspend your benefits. In addition, the Contract Administrator may presume that you have been working at the construction site for as long as your employer has been on that job. Your benefits will be suspended until the Contract Administrator is supplied with information to re-establish your eligibility.

You will be given notice that benefits are being suspended during the first month in which benefits are being withheld. The notice shall provide you with: (1) a description of the specific reason or reasons why benefit payments are being suspended; (2) a general description of the Fund provisions relating to the suspension of payments and a copy of the Fund provisions; (3) a statement that Department of Labor regulations concerning suspension may be found at Title 29 Code of Federal Regulations Section 2530.203-3; (4) a description of the Fund's claim review procedure; and (5) an explanation of how to apply for resumption of benefits and a copy of the required form for benefit resumption.

If your pension benefits are suspended and you disagree with the action taken by the Contract Administrator or the Board, you may appeal the suspension of benefits by following the appeal procedures relating to denial of claims, which are explained later in this Summary Plan Description.

If you are unsure of whether or not any employment will be Industry Employment, you may request, in writing, a determination from the Contract Administrator of whether the contemplated employment will be Industry Employment. You may appeal the determination to the Board of Trustees in the same manner you would appeal a denial of a claim. The appeal procedure is explained later in the Summary Plan Description.

If you stop working or work 500 hours or less in a calendar year and 40 or less hours per month, you should submit to the Contract Administrator the Resumption of Benefits and Certification Form that was provided to you when your benefits were initially suspended. The Contract Administrator will assist you in reapplying for your benefits. The amount of your benefit payments will be resumed at the same amount you were receiving before you returned to work, unless there was an amendment to the Fund which specifically provided for an increase in your pension, or you earned more Credited Service. Your resumed benefit payments will be effective for the month following the cessation of Covered Employment. In the event you earned more Credited Service, the amount of your pension will be increased, and the payment for the additional Credited Service will commence no later than the beginning of the first month in the calendar year after you cease Covered Employment.

Q&A 4: HOW DOES THE FUND RECOVER OVERPAYMENTS OF BENEFITS MADE TO YOU WHILE YOU WORK IN INDUSTRY EMPLOYMENT?

If you receive pension benefits that you were not entitled to because you returned to work, the Fund may take steps to recover this money.

Also, if you received benefits during any months when you worked in Industry Employment and were not entitled to benefits, the Contract Administrator shall withhold the amount owed to the Fund, but no more than three (3) months of benefits, before re-

instating benefits. If the Fund's claim for reimbursement of benefits is for more than three (3) months. The remaining amount shall be recouped by withholding up to 25 percent of your monthly benefit until the full amount is repaid.

Q&A 5: WHAT HAPPENS IF YOU RETURN TO INDUSTRY EMPLOYMENT AFTER AGE 70½?

Your monthly benefit is not subject to suspension as of April 1 following the calendar year during which you reach age 70½, regardless of whether or not you continue working in Industry Employment.

Q&A 6: IF YOU RETURN TO INDUSTRY EMPLOYMENT AFTER RETIREMENT, DO YOU EARN ADDITIONAL CREDITED FUTURE SERVICE?

If you return to Covered Employment after you retire and earn any additional Future Credited Service, at the end of the calendar year in which you have returned to Covered Employment your monthly pension benefits will be adjusted to reflect additional Pension Credits you earned, and will be effective as of the beginning of the calendar year in which you worked in the Covered Employment, if it results in a higher benefit payment.

PART H: TAXATION OF BENEFITS

Q&A 1: ARE BENEFIT PAYMENTS SUBJECT TO WITHHOLDING AND INCOME TAX?

Pension Benefits paid from this Fund are taxable. The Fund will withhold money for federal income taxes from your Benefit as you direct on an IRS Form W-4P. You may change your withholding at any time by completing a new Form W-4P.

As required by federal law, the Fund reports all Pension Benefits to the IRS as pension income and mails to you a Form 1099-R at the end of January for amounts paid in the previous year. If you do not receive your Form 1099-R by February 15, you should contact the Fund's Contract Administrator for a replacement.

PART I: PROCEDURE FOR OBTAINING BENEFITS

Q&A 1: HOW DO YOU APPLY FOR BENEFITS?

The Board of Trustees has responsibility for determining benefit amounts and authorizing benefit payments. If you want to apply for benefits, please contact the Contract Administrator, who will provide you with the necessary forms and assist you in completing the forms.

To comply with federal law, you cannot apply for your pension benefits earlier than 180 days before your intended pension effective date. However, at any time before that you may request an estimate or other information from the Contract Administrator about your pension benefits.

It is recommended that you contact the Contract Administrator at least 180 days prior to the date you desire to have your benefits begin and request that a Preliminary Application be sent to you. Unless you or your spouse, if you are married, are physically unable to travel to the Contract Administrator's office, the Contract Administrator will schedule an appointment to meet with you and your spouse. At the meeting, the optional forms of benefits will be explained to you and your spouse. You will be given various documents explaining the options, which you can complete at the meeting or take home, review and complete, and then return to the Contract Administrator.

If you are unable to meet at the Contract Administrator's office, the Contract Administrator will send to you a Preliminary Application for you to complete. Upon receipt of the Preliminary Application, you will be provided with a partially completed application along with other important documents. After you have completed the documents that were sent to you and you have returned them to the Contract Administrator, you will be sent various documents explaining the optional forms of benefits, along with forms that you and your spouse (if you have a spouse) must complete and return to the Contract Administrator. After you have completed the option forms, you will be sent a final Application for you to sign and return to the Contract Administrator.

In making an application, you may be represented by any Authorized Representative. If the Authorized Representative is not an attorney or a court-appointed guardian, you must designate the Representative by filing a Designation of Authorized Representative form with the Contract Administrator.

You must submit proof of your age, such as a birth certificate, with your application. If you are married, you need to submit proof of age for your Eligible Spouse and proof of marriage. You may provide legible copies of the required documents. If you provide original documents, the Fund will make copies and return the originals to you.

Between 30 and 180 days before your anticipated retirement date, the Contract Administrator will provide you with a written explanation of your normal form of benefit and the other forms of benefit available to you under the Fund. The explanation will advise you that you may waive the normal form of benefit, the effects of such waiver and, if you are married, the rights of your Eligible Spouse (or former spouse, subject to a Qualified Domestic Relations Order) if you waive the normal form of benefit. Finally, the explanation will advise you that your benefit will be paid in the normal form of benefit unless, within the 180 days before your benefit is scheduled to begin, or at another specified time, you notify the Contract Administrator that you wish your benefit to be paid in another form. (See Part F, "How Will Your Pension Benefits be Paid," to determine what is your normal form and optional forms.)

To receive benefits under the Fund in a form other than the normal form, you must file a written election with the Contract Administrator. The time when you may make your election is the period beginning when you receive the explanation of benefits from the Contract Administrator and ending when your benefit payments are to begin, or at another specified time. You must be given at least 30 days to decide; however, this period may be reduced if notice is given less than 30 days before benefits are to begin, but only if you so elect. You will be given at least seven days to consider your decision. During your election period, you may revoke an earlier election and request additional information about your benefit from the Contract Administrator. Your benefit payment election will become irrevocable on the day you begin to receive benefits from the Fund, or at another specified time.

You will be considered as having applied only when the Contract Administrator has received your completed application form. Payment cannot begin before the completed application form is received. Your application will have an expiration date, which is within 180 days of your request for it. You must return the application before the expiration date or it is void.

The requirement that a formal application form must be filed with the Contract Administrator also applies to spouses, other beneficiaries, and alternate payees. To avoid delays, survivors should request an application form as soon as possible after a Participant's death.

If you are applying for a disability pension, be sure to include the date of your disability. Do not delay filing for a disability pension while your application for Social Security disability benefits is still pending. You should be aware that you will also have to provide a physician's statement if you are applying for a disability pension.

Q&A 2: HOW WILL YOUR APPLICATION FOR BENEFITS BE PROCESSED?

Upon receipt of your application form, the Contract Administrator will review it within a few days for completeness. If your application is incomplete, you will be notified as soon as possible with a written request for additional information.

Every effort will be made to complete the processing of your application within 90 days after receipt by the Contract Administrator. This 90-day period will begin upon receipt of your signed application by the Contract Administrator, even if you have not submitted all of the information needed for the Fund to make a decision on your application. For applications for disability pensions, this 90-day period will instead be 45 days.

Q&A 3: WHEN WILL BENEFIT PAYMENTS BEGIN?

Normal pension benefits shall be effective the first day of the month following your Normal Retirement Date and following the date you cease working with the intention of retiring.

Early pension benefits can be effective on the first day of the month after the Contract Administrator receives a completed application or, if later, following your last day of work.

Disability benefits cannot become effective until you are Permanently Disabled for at least six months. The effective date of a disability pension depends on the date you become disabled and the date you file your pension application. In no event can your effective date be earlier than the first day of the seventh month following the onset of your disability.

Monthly death benefits will commence on the first day of the month after the Participant's death (see Q&A entitled "What Death Benefits are Payable?").

Q&A 4: WHAT HAPPENS IF YOU ARE OVERPAID MONTHLY PENSION BENEFITS?

If you are paid an amount in error, the Fund has the right to recover from you the amount overpaid. If you do not repay the amount you owe, the Fund has the right to deduct the amount from your future payments.

PART J: WHAT ARE YOUR APPEAL RIGHTS?

Q&A 1: WHAT IF YOUR BENEFITS ARE DENIED?

Your application for benefits will be considered a claim for benefits, and it will be subject to a full and fair review. Also, if your benefits are suspended on account of your return to Industry Employment (see Q&A entitled "What do you do if you Return to Industry Employment?"), your suspension of benefits will be considered a claim for benefits for appeal purposes. If your application is wholly or partially denied, the Contract Administrator will provide you with written notification of the adverse determination. This written notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your application by the Contract Administrator, unless the Contract Administrator determines that special circumstances require an extension of time for processing your claim. If the Contract Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90 day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Contract Administrator expects to render the benefit determination.

In the case of a suspension of benefits, you will also be provided with written notification of the adverse benefit determination by the Contract Administrator within a reasonable time after the Contract Administrator receives information that you have engaged in Industry Employment, but not later than 90 days after receipt of the information.

In the case of a claim for disability benefits, then instead of the above, the Contract Administrator will provide you with written notification of the adverse benefit determination within a reasonable period of time, but not later than 45 days after receipt of the claim by the Contract Administrator. This period may be extended by the Contract Administrator for up to 30 days, provided that the Contract Administrator both determines that such an extension is necessary due to matters beyond the control of the Contract Administrator and notifies you, prior to the expiration of the initial 45 day period, of the circumstances requiring the extension of time and the date by which the Contract Administrator expects to render a decision. If, prior to the end of the first 30-day extension period, the Contract Administrator determines that, due to matters beyond the control of the Contract Administrator, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that the Contract Administrator notifies you, prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date as of which the Contract Administrator expects to render a decision. In the case of any such extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues,

and you will be afforded at least 45 days within which to provide the specified information.

The Contract Administrator's written notification of any adverse benefit determination must contain the following information:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Fund provisions on which the determination is based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.

(e) In the case of disability benefits where disability is determined by the Contract Administrator:

(1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.

(2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Fund to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

If your claim has been denied, and you want to submit your claim for review, you must follow the Claims Review Procedure.

Q&A 2: WHAT IS THE CLAIMS REVIEW PROCEDURE?

Upon the denial of your claim for benefits or the suspension of your benefits, you may file your claim for review to the Board of Trustees, in writing, with the Contract Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

HOWEVER, IF YOUR CLAIM IS FOR DISABILITY BENEFITS, THEN INSTEAD OF THE ABOVE, YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 180 DAYS FOLLOWING RECEIPT OF WRITTEN NOTIFICATION OF AN ADVERSE BENEFIT DETERMINATION.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

An appeal of a determination by the Contract Administrator shall be decided by the Board of Trustees at their next regularly scheduled quarterly meeting that immediately follows the Board's receipt of your appeal, unless the appeal is filed within 30 days preceding the date of such regular quarterly meeting. If an appeal is filed within 30 days of a regularly scheduled meeting, the Board's determination shall be made no later than the date of the second regularly scheduled quarterly meeting following the Board's receipt of the appeal. If special circumstances require a further extension of time for processing the appeal, a determination by the Board shall be rendered no later than the third meeting of the Board following the Board's receipt of the appeal. If such an extension of time for review is required because of special circumstances, the Contract Administrator will notify you in writing of the required extension prior to the commencement of the extension, describing the special circumstances and the date as of which the appeal determination will be made by the Board.

In addition to the Claims Review Procedure above, if your claim is for disability benefits, then under the Claims Review Procedure:

(a) Your claim will be reviewed without deference to the initial adverse benefit determination and the review will be conducted by an appropriate named fiduciary of the Fund who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual.

(b) In deciding an appeal of any adverse benefit determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(c) Any medical or vocational experts whose advice was obtained on behalf of the Fund in connection with your adverse benefit determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.

(d) The health care professional engaged for purposes of a consultation under (b) above will be an individual who is neither an individual who was consulted in

connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

Q&A 3: WHAT ARE YOUR RIGHTS ON APPEAL TO THE BOARD OF TRUSTEES?

In making any appeal, you may be represented by an Authorized Representative. If the Authorized Representative is not an attorney or a court-appointed guardian, you must designate the representative by filing a Designation of Authorized Representative form with the Contract Administrator.

You may request a hearing in person before the Board of Trustees. This request must be set forth in the written appeal filed with the Contract Administrator. At the hearing you may present any evidence, through documents or witnesses, to support the claim for benefits, and may be represented by a lawyer. You have the right to submit to the Board of Trustees along with the appeal documents, records and other information relating to the claim for benefits. You have the right, upon request and without charge, to reasonable access to and copies of all documents, records and other information relevant to the claim for benefits. You will be provided with the names of any medical or vocational experts whose advice was obtained on behalf of the Fund by the Contract Administrator in connection with the initial claim determination, without regard to whether the advice was relied upon in making the initial claim determination. The decision of the Board of Trustees will be based on its own review of the claim, taking into account all comments, documents, records, an other information submitted by you, without regard to whether such information was submitted or considered in the initial benefit determination and, where appropriate, in consultation with a health care professional who has appropriate training and experience in the field of medicine involved in the claim, and who was not consulted in connection with the initial benefit determination, and without any deference to the initial claim determination made by the Contract Administrator.

The Contract Administrator will notify you of the Board's Appeal Determination as soon as possible, but no later than five (5) days after the Appeal Determination is made by the Board. In the case of an adverse benefit determination, the notification will set forth:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Fund provisions on which the benefit determination is based.

(c) A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) In the case of disability benefits where disability is determined by the Board of Trustees:

(1) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided to you free of charge upon request.

(2) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the specific or clinical judgment for the determination, applying the terms of the Fund to your medical circumstances, or a statement that such explanation will be provided to you free of charge upon request.

(e) A statement of your right to sue under ERISA.

Q&A 4: WHAT ARE THE CONSEQUENCES OF YOUR FAILURE TO FILE AN APPEAL?

If you fail to seek a review through the Contract Administrator's appeal procedure of any claim denial, in whole or in part, by the Contract Administrator, the decision of the Contract Administrator shall be final and binding. No legal action may be commenced or maintained against the Fund if you fail to appeal the denial of the claim. If you fail to seek a review by the Board of a claim denial, in whole or in part, by the Contract Administrator, the decision of the Contract Administrator shall be final and binding. No legal action may be commenced or maintained against the Fund if you fail to appeal the denial of the claim by the Contract Administrator. If you do not exercise your rights under ERISA to seek review of a decision by the Board denying the claim, in whole or in part, the decision of the Board shall be final and binding. **No legal action may be commenced or maintained against the Fund more than 6 months after the decision of the Board of Trustees.**

Q&A 5: CAN THERE BE EXTENSIONS OF TIME?

You, your Authorized Representative, the Contract Administrator, or the Board of Trustees may agree, in writing, to extend the times set forth herein for the application and claims review procedures. Any written agreement to extend the times must be reduced to writing prior to the expiration of the times set forth herein, and must specifically provide for the amount of the agreed-to extension.

PART K: QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURES

The Fund was designed to help provide financial security to you and your family in your retirement years. Therefore, your benefit under the Fund may not be assigned, sold, transferred, garnished or pledged as collateral. In addition, a creditor may not attach the value of your benefit in the Fund as a means of collecting a debt owed by you.

However, ERISA does permit payment of all or a portion of pension benefits to an alternate person, such as a former spouse, child or other dependent, provided that such payment is made pursuant to a Qualified Domestic Relations Order. A domestic relations order may assign some or all of your pension benefits to a spouse, former spouse, child or other dependent, to satisfy family support or marital property obligations if, and only if, the order is a Qualified Domestic Relations Order. The law requires that the Fund pay benefits in accordance with the applicable requirements of any Qualified Domestic Relations Order that is submitted to the Fund. The following questions and answers are intended to provide you with a summary of the requirements that a domestic relations order must satisfy in order to be considered a Qualified Domestic Relations Order.

You or your Eligible Spouse may obtain from the Fund's Contract Administrator, without charge, a copy of the Fund's Procedures and Rules for Qualified Domestic Relations Orders and the Model Qualified Domestic Relations Order Instructions and Model Order.

Q&A 1: WHAT INFORMATION MUST A DOMESTIC RELATIONS ORDER CONTAIN TO QUALIFY AS A QUALIFIED DOMESTIC RELATIONS ORDER?

Qualified Domestic Relations Orders must contain the following information:

1. The name and last-known mailing address of the Participant and each alternate payee (*i.e.*, a spouse, former spouse, child or other dependent of Participant);

2. The name of the Fund to which the Order applies;

3. The dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the alternate payee; and

4. The number of payments or time period to which the Order applies.

Q&A 2: ARE THERE OTHER REQUIREMENTS THAT A DOMESTIC RELATIONS ORDER MUST MEET TO BE A QUALIFIED DOMESTIC RELATIONS ORDER?

There are certain provisions that a Qualified Domestic Relations Order must **not** contain:

1. The order must not require the Fund to provide an alternate payee or Participant with any type or form of benefit, or any option, if not otherwise provided under the Fund;

2. The order must not require the Fund to provide for increased benefits;

3. The order must not require the Fund to pay benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a Qualified Domestic Relations Order; and

4. The order must not require the Fund to pay benefits to an alternate payee in the form of a Qualified Joint and Survivor Annuity for the lives of the alternate payee and his or her subsequent spouse.

Q&A 3: WHAT WILL THE FUND DO UPON RECEIPT OF A DOMESTIC RELATIONS ORDER?

Upon receipt of a domestic relations order, the Contract Administrator will promptly notify the Participant and each alternate payee named in the order of the receipt of the order, and will provide to you, your spouse and any attorney representing you or your spouse with a copy of the Fund's Procedures and Rules for Qualified Domestic Relations Orders and the Model Qualified Domestic Relations Order Instructions and Model Orders. Prior to submitting an Order or a proposed Order, it is recommended that you or your attorney request a copy of the Procedures and Rules and Instructions and Model Order to assist in the preparation of the Order. The Contract Administrator will determine, within a reasonable period of time after receipt of the order, whether the order is a Qualified Domestic Relations Order, and will promptly notify the Participant and each alternate payee of such determination.

Q&A 4: IN DECIDING HOW TO DIVIDE A PARTICIPANT'S PENSION BENEFITS, WHY IS UNDERSTANDING THE TYPE OF PENSION PLAN IMPORTANT?

The Fund is a defined benefit pension plan, which promises to pay to each Participant a specific benefit at retirement. The pension benefit is based on the amount of the Participant's Credited Service and the unit value of the Credited Service. There are different unit values, depending upon when the Credited Service was earned. The Fund

does not provide for the payment of pension benefits in a lump sum. All benefits are calculated and paid on a monthly basis. The benefits are payable at various times and under certain circumstances, and in alternate forms. Depending upon the time when the benefit is paid or the form of the benefit, the amount of the benefit may be actuarially reduced.

Q&A 5: WHAT ARE SURVIVOR BENEFITS, AND WHY SHOULD A QUALIFIED DOMESTIC RELATIONS ORDER TAKE THEM INTO ACCOUNT?

The Fund, as required by federal law, provides benefits in a way that includes a survivor benefit for a Participant's Eligible Spouse. In addition to the survivor benefits required by law, the Fund provides additional survivor benefits. In preparing a Qualified Domestic Relations Order, it is important to understand the survivor benefits available under the Fund. Accordingly, this Summary Plan Description should be reviewed in detail to determine the extent of those benefits (see Q&A entitled "What Death Benefits are Payable?"). If a Participant and his or her Eligible Spouse become divorced before the Participant's benefit starting date, the divorced spouse loses all right to the survivor benefit protections that the law requires be provided to a Participant's Eligible Spouse. If the divorced Participant remarries, the Participant's new spouse may acquire a right to the mandated survivor benefits. A Qualified Domestic Relations Order, however, may change that result. To the extent that a Qualified Domestic Relations Order requires that a former Eligible Spouse be treated as the Participant's Eligible Spouse for all or any part of the survivor benefits payable under the Fund after the death of the Participant, any subsequent spouse of the Participant cannot be treated as the Participant's surviving Eligible Spouse.

Q&A 6: WHEN CAN AN ALTERNATE PAYEE GET BENEFITS UNDER A QUALIFIED DOMESTIC RELATIONS ORDER?

A Qualified Domestic Relations Order that provides for shared payments of benefits must specify the date on which the alternate payee will begin to share the Participant's benefits. With respect to a separate-interest payment, a Qualified Domestic Relations Order may either specify the time at which the alternate payee will receive the separate interest, or assign to the alternate payee the same right the Participant would have under the Fund with regard to the timing of the payment. In either case, a Qualified Domestic Relations Order cannot provide that an alternate payee will receive a benefit earlier than the date on which the Participant reaches his or her earliest retirement age.

PART L: GENERAL INFORMATION ABOUT THE FUND

SOME BASIC FACTS ABOUT THE FUND

Name and Address of the Fund The "Plasterers and Cement Masons Local No. 94 Pension Fund" is a collectively bargained employee pension plan governed by the Board of Trustees of the Fund, % PATH Administrators, P. O. Box 6480, Harrisburg, PA, 17112-0480.

Employer Identification Number of Fund 23-6445411

Plan Number 001.

List of Fund Sponsors Available You may obtain a list of all employers and Unions who sponsor this Fund by making a written request to the Contract Administrator. There is a small charge for this service. You may also examine such a list free of charge at the office of the Contract Administrator during normal business hours.

Should you wish, you may make a request to the Contract Administrator in writing for information as to whether a particular employer or labor Union is a sponsor of this Fund and, if it is, you may obtain its address. There is no charge for this service.

Collective Bargaining Agreements that Relate to the Fund This Fund is maintained pursuant to collective bargaining agreements. All collective bargaining agreements that relate to the Fund are on file at the office of the Contract Administrator, and may be examined by you there during normal business hours. Upon request made in accordance with the procedure set by the Contract Administrator, you may examine the agreements at the offices of the Union. For a small charge, you may also obtain a copy of any collective bargaining agreement by making a written request to the Contract Administrator.

TYPE OF FUND

The Plasterers and Cement Masons Local No. 94 Pension Fund is a collectively bargained, multiemployer, defined benefit pension plan.

TYPE OF ADMINISTRATION OF THE FUND AND AUTHORITY AND POWER OF THE BOARD OF TRUSTEES

Board of Trustees The administration of the Fund is in the hands of a Board of Trustees, composed of representatives of management and labor.

The Board of Trustees has full and exclusive discretionary authority and power to construe all Fund documents; to make all decisions concerning the interpretation, appli-

cation, construction and administration of the Fund and all Fund documents; to determine all questions of eligibility for benefits, including the amount of benefits; to make final and binding decisions on all appeals; to modify, amend, discontinue or terminate benefits and/or coverage provided under this Fund; and to amend the terms of the Fund and all Fund documents.

Only the entire Board of Trustees is authorized to interpret the Fund's governing documents and exercise the discretionary authority and power described above. No officer, agent, or employee of the Employer or the Union, nor any other person, is authorized to speak for or on behalf of the Fund, or to commit the Board of Trustees on any matter relating to the Fund, or to interpret the Fund's governing documents.

The current Board of Trustees is as follows:

Jeff Barnhart
2843 Snyder Avenue
Philadelphia, PA 19145

Contract Administrator The day-to-day administration of the Fund, however, is in the hands of a professional administration company called the "Contract Administrator," or "Administrator," to whom the Board has delegated some of its duties. The Contract Administrator which has been hired by the Board of Trustees is PATH Administrators. The Contract Administrator may be reached at the Fund Office at the following address and telephone number:

PATH Administrators
P. O. Box 6480
Harrisburg, PA 17112-0480
Phone: (717) 671-8551 or Toll Free: 1-800-636-7632

FUNDING AND CONTRIBUTIONS

You do not contribute to the Fund. Employer contributions are the only source of funding. These contributions are made according to the collective bargaining agreements. The assets of the Pension Fund from which benefit payments are made are held in trust by a corporate trustee, and by the Board of Trustees.

WHEN YOU WORK IN THE JURISDICTION OF A RECIPROCATING FUND

The Fund participates in reciprocal agreements with a number of other Plans. Whenever a Participant of this Fund works in the area of another Plan signatory to a reciprocal agreement with this Fund, that Participant's hours may be returned to this Fund. These hours will enable the Participant to continue to earn credits under this Fund. The amount of credit will be calculated by determining the pro-rata relationship

between the total amount of employer contributions payable under the reciprocating defined benefit pension plan's collective bargaining agreement and the amount of contributions payable under the terms of the collective bargaining agreement between the Union and the Association. The Participant will be credited with the amount of the calculated pro-rata Hours of Covered Employment.

Participants who work in the jurisdiction of a Plan with which this Fund has a reciprocal agreement have the duty to inform the Contract Administrator of the location and dates of their employment in the area of the other Plan.

If you need information as to the other Plans with which this Fund currently has reciprocal agreements, you should contact the Contract Administrator.

AGENT FOR SERVICE OF LEGAL PROCESS

Legal papers and process issued by a court may be served upon the Contract Administrator or a member of the Board of Trustees. All of these people may be served at the following address:

PATH Administrators
4785 Linglestown Road, Suite 200
Harrisburg, PA 17112-8509
Phone: (717) 671-8551 or Toll Free: 1-800-636-7632

EFFECT OF AMENDMENTS TO THE FUND

The Board of Trustees has the right to amend the Fund at any time. You should realize that from time to time the Fund is amended in a way that may change eligibility rules and benefits. Before you assume that a benefit exists in the form described in this Summary Plan Description, please confirm the benefit with the Contract Administrator to make sure.

In order to be eligible for the benefits described in this Summary Plan Description, you are required to meet all the eligibility tests that exist to sustain each part of the benefit.

In no event, however, will any amendment:

a. Authorize or permit any part of the Fund Assets to be used for purposes other than for the exclusive benefit of the participants or their beneficiaries; or

b. Cause any reduction in the amount credited to your account.

SELLING, ASSIGNING OR PLEDGING BENEFITS

Benefits may not be transferred, sold, assigned or pledged as security for a loan. Benefits are not subject to attachment or execution for the payment of any debt under any judgment or decree of court or otherwise, except as provided in the Internal Revenue Code and applicable regulations. However, any benefit payments payable to an Alternate Payee (spouse, former spouse, child or other dependent) under an Order found by the Fund to be a Qualified Domestic Relations Order will be honored by the Fund.

TERMINATION OF THE FUND

Federal law requires us to tell you what types of events would cause the Fund to be terminated, and what your rights would be if such a termination were to occur. By the term "termination," we mean that the Fund would cease to accept contributions. This does not necessarily mean that you would lose benefits, and there is no intention to terminate the Fund at this time.

The Board of Trustees has the right to terminate the Fund at any time. Upon termination, all amounts credited to your account will continue to be 100% vested.

ERISA RIGHTS OF PARTICIPANTS

As a participant in the Fund, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Fund participants shall be entitled to:

Receive Information About Your Fund And Benefits

Examine, without charge, at the Contract Administrator's office, all documents governing the Fund, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Fund with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Contract Administrator, copies of documents governing the operation of the Fund, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Contract Administrator may make a reasonable charge for the copies.

Receive a summary of the Fund's annual financial report.

Prudent Actions By Fund Fiduciaries

In addition to creating rights for Fund participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Fund, called "fiduciaries" of the Fund, have a duty to do so prudently and in the interest of you and other Fund participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Fund documents or the latest annual report from the Fund and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Contract Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Fund's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Fund fiduciaries misuse the Fund's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about your Fund, you should contact the Contract Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Contract Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

APPENDIX A

In order to be eligible for one of the following rates of benefits, a Participant's benefits must commence after one of the following effective dates and before the next effective date. The benefit paid the Participant will be based on that rate in effect between the two effective dates unless there is a specific provision for a subsequent increase in the benefit rate. In the case of survivor benefits, the rate is governed by that rate which was effective at the time the Covered Employee's benefits commenced rather than the date on which the surviving Eligible Spouse's or Beneficiary's benefits commenced.

To qualify for any of the levels of benefits set out below, a Participant must have actually worked in Covered Employment and accumulated the required Hours of Covered Employment between the time a new level of benefits was put into effect and the time a higher level of benefits was later put into effect; i.e., if a level of benefits requires a minimum number of Hours of Covered Employment for qualification, the Participant must have actually worked and earned those hours between the two dates.

1. Effective May 1, 1967, for those who accumulated 750 hours or more of Credited Service after May 1, 1967:

a. Normal Pension and Disability Pension, $1.34 per month per year of Credited Service with a maximum of 30 years.

2. Effective May 1, 1968, for those who accumulated 750 hours or more of Credited Service after May 1, 1967:

a. Normal Pension and Disability Pension, $2.26 per month per year of Credited Service with a maximum of 30 years.

3. Effective May 1, 1972, for those who accumulated 600 hours or more of Credited Service after May 1, 1971:

a. Normal Pension, Disability Pension and Widow's death benefit, $4.20 per month per year of Credited Service with a maximum of 30 years.

4. Effective May 1, 1975:

a. Normal Pension and Disability Pension, $5.86 per month per year of Credited Service with a maximum of 30 years.

b. Pensioners are to receive their pensions at the same rate.

c. Widow's death benefit, $4.20 per month per year of Credited Service with a maximum of 30 years.

5. Effective May 1, 1978, for those who have accumulated 2,500 hours or more of Credited Service after May 1, 1976 and 500 hours or more of Credited Service after May 1, 1978:

a. Normal Pension and Disability Pension, $6.31 per month per year of Credited Service with a maximum of 30 years.

b. Pensioners as of May 1, 1978 are to receive their pensions at the same rate.

c. Widow's death benefit, $4.20 per month per year of Credited Service with a maximum of 30 years.

6. Effective May 1, 1979, for those who have accumulated 3,000 hours or more of Credited Service after May 1, 1976, 1,000 of which were accumulated after May 1, 1977, and 500 of which were accumulated after May 1, 1978:

a. Normal Pension and Disability Pension, $9.30 per month per year of Credited Service with a maximum of 30 years.

b. Widow's death benefit, $4.65 per month per year of Credited Service with a maximum of 30 years.

7. Effective May 1, 1982, the amount of the monthly Employee-Only Pension benefits shall be the total of:

a. $9.30 for each year of Credited Service prior to April 30, 1982, and

b. $13.00 for each year of Credited Service after May 1, 1982, with a maximum of 30 years of Credited Service.

8. Effective January 1, 1984, the amount of the monthly Employee-Only Pension benefits shall be the total of:

a. $9.30 for each year of Credited Service prior to April 30, 1982, and

b. $18.62 for each year of Credited Service after April 30, 1982, with a maximum of 30 years of Credited Service.

9. Effective May 1, 1984, for those who work and earn 300 hours of Credited Service after May 1, 1984, the amount of the monthly Employee-Only Pension benefits shall be the total of:

a. $9.30 for each year of Credited Service prior to April 30, 1982, and

b. $20.85 for each year of Credited Service after April 30, 1982, with a maximum of thirty year of Credited Service.

10. Effective May 1, 1986, for those who retire after that date who work and earn 300 hours of Credited Service after January 1, 1986, the amount of the monthly Employee-Only Pension benefit shall be the total of:

a. $10.00 per month per year of Credited Service prior to May 1, 1982, and

b. $40.00 per month per year of Credited Service after April 30, 1982, with a maximum of 30 years of Credited Service.

11. Effective May 1, 1988, for those who retire after that date who work and earn 300 hours of Credited Service after January 1, 1988, the amount of the monthly Employee-Only Pension benefit shall be the total of:

a. $10.00 per month per year of Credited Service prior to May 1, 1982, and

b. $45.00 per month per year of Credited Service after April 30, 1982, with a maximum of 35 years of Credited Service.

12. Effective May 1, 1992, for those who retire after that date who work and earn 300 hours of Credited Service after May 1, 1991, the amount of the monthly Employee-Only Pension benefit shall be the total of:

a. $10.00 per month per year of Credited Service prior to May 1, 1982, and

b. $47.50 per month per year of Credited Service after April 30, 1982, with a maximum of 35 years of Credited Service.

13. Effective May 1, 1993, for those who retire after that date who work and earn 300 hours of Credited Service after that date, the amount of the monthly Employee Only Pension benefit shall be the total of:

a. $10.00 per month per year of Credited Service prior to May 1, 1982, and

b. $50.00 per month per year of Credited Service after April 30, 1982, with a maximum of 35 years of Credited Service.

14. Effective May 1, 1994, the amount of the monthly Employee-Only Pension Benefit for Participants retiring after that date having earned 300 Hours of Covered Employment after May 1, 1993, shall be the total of:

a. $10.00 for each year of Credited Service prior to May 1, 1982, and

b. $55.00 for each year of Credited Service after April 30, 1982, with a maximum of 35 years of Credited Service.

15. Effective May 1, 1995, the amount of the monthly Employee-Only Pension Benefit for Participants retiring after that date having earned 300 Hours of Covered Employment after May 1, 1995, shall be the total of:

a. $10.00 for each year of Credited Service prior to May 1, 1982, and

b. $60.00 for each year of Credited Service after April 30, 1982, with a maximum of 35 years of Credited Service.

16. Effective January 1, 1998, the amount of the monthly Employee-Only Pension Benefit for Active Participants retiring on or after January 1, 1998, shall be the total of:

a. $10.00 for each year of Credited Service prior to May 1, 1982, and

b. $68.00 for each year of Credited Service after April 30, 1982.

17. Each Pensioner and beneficiary of a Pensioner who is receiving benefits as of March 1, 1999, shall be entitled to a one-time supplemental benefit payment of $350.00.

18. Effective January 1, 2000, the amount of the monthly Employee-Only Pension Benefit for Active Participants retiring on or after January 1, 2000, shall be the total of:

a. $10.00 for each year of Credited Service prior to May 1, 1982, and

b. $75.50 for each year of Credited Service after April 30, 1982.

19. Effective March 1, 2001, the amount of the monthly Employee-Only Pension Benefit for Active Participants retiring on or after May 1, 2000, shall be the total of:

a. $10.00 for each year of Credited Service prior to May 1, 1982, and

b. $77.50 for each year of Credited Service after April 30, 1982.

20. Participants who were Pensioners as of April 30, 2000, shall receive a benefit payment of $450.00.

21. Effective May 1, 2013, the amount of the monthly Employee-Only Pension Benefit for Active Participants retiring on or after May 1, 2013, shall be the total of:

a. $10.00 for each year of Credited Service prior to May 1, 1982, and

b. $77.50 for each year of Credited Service after April 30, 1982; and

c. $33.00 for each year of Credited Service after May 1, 2013.

Exhibit 5e
Summary Plan Description

Plasterers and Cement Masons Local No. 94 Pension Fund

4785 Linglestown Road, Suite 200
P.O. Box 6480 • Harrisburg, PA 17112-0480

TELEPHONE: 717-671-8551 or 1-800-636-7632 • FAX 717-671-4937

PATH Administrators
Contract Administrator

NOTICE OF REDUCTION IN ADJUSTABLE BENEFITS UNDER SECTION 432(e)(8)(C) OF THE INTERNAL REVENUE CODE AND NOTICE OF REDUCTION IN RATES OF ACCRUED BENEFITS AND FUTURE BENEFIT ACCRUALS UNDER SECTION 204(h) OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

INTRODUCTION

On July 27, 2010 the Plasterers and Cement Masons Local No. 94 Pension Fund (the "Fund") was certified to be in Critical Status for the 2010 Plan Year. As required by the Internal Revenue Code ("IRC"), the Fund's Board of Trustees adopted a Rehabilitation Plan on March 25, 2011. The Board of Trustees of the Fund is required to annually update the Amended Rehabilitation Plan. As a result of annual reviews, the Rehabilitation Plan was later amended on October 21, 2011; February 26, 2013; November 14, 2014; and November 13, 2015.

The Fund was again certified to be in Critical Status for the 2011, 2012, 2013 and 2014 Plan Years. For the 2015 and 2016 Plan Years, the Fund was certified to be in Critical and Declining Status.

As a result of reviewing the Fund's Actuarial Valuation as of May 1, 2015, and taking into account that the Fund's actuary has indicated that the Fund is expected to be certified as being Critical and Declining for the 2017 Plan Year, the Fund's Board of Trustees is required to amend the Fund's Rehabilitation Plan.

This Notice describes changes to the Fund's Plan of Benefits and Rehabilitation Plan effective February 1, 2017 and March 15, 2017, and is being provided to you in accordance with Sections 305(e)(8)(C) and 204(h) of the Employee Retirement Income Security Act ("ERISA") and IRC Sections 4980F and 432(e)(8)(C). This Notice also constitutes a Summary of Material Modifications under ERISA Sections 102(a) and 104(b).

Elimination of Disability Benefits

The Disability Benefit which is described on Pages 13 and 14 of your Summary Plan Description is being eliminated for Participants who receive a Disability Award issued by the Social Security Administration with an effective date on or after March 15, 2017.

If you receive a Disability Award issued by the Social Security Administration with an effective date prior to March 15, 2017, you will be entitled to receive a Disability Benefit as described on Pages 13 and 14 of the Summary Plan Description.

Participants who are currently receiving a Disability Benefit will not be affected by this amendment of the Fund's Plan of Benefits.

Elimination of Death Benefits for Participants Receiving Disability Benefits

The Death Benefit which is described on Page 14 of your Summary Plan Description is being eliminated effective February 1, 2017, for all Participants who are receiving and will receive a Disability Benefit.

Elimination of Pop-Up Provision of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% Forms of Pension Payments

The pop-up provision of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% forms of Pension payments, which are described on Pages 8 and 9 of your Summary Plan Description and in Summary of Material Modifications 2008-1, are being eliminated for Participants who retire on or after March 15, 2017.

The current description of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% forms of Pension payments is as follows:

> Husband-Wife 50% Form (automatic form for a married Participant unless you and your Eligible Spouse select the Employee-Only Form, the Husband-Wife 75% Form, the Husband-Wife 100% Form, the Five-Year Guaranteed Payment Form, or the Ten-Year Guaranteed Payment Form) - A reduced monthly pension payable as long as you live, with payments continuing after your death to your Eligible Spouse for his/her lifetime equal to 50% of the amount of your monthly pension benefit at the time of your death. The spouse married to you on the date of your death must also have been married to you on the date your monthly pension started to be an Eligible Spouse. (See example in the back of this Summary Plan Description in the Section entitled "Value of Credited Service.") If your Eligible Spouse dies before you, upon notice to the Contract Administrator, the amount of the previous actuarial reduction shall be restored.
>
> Husband-Wife 75% Form - If you are a married Participant, you may elect a reduced monthly pension payable as long as you live with payments continuing after your death to your Eligible Spouse for his/her lifetime equal to 75% of the amount of your monthly pension benefit at the time of your death. All of the other requirements of the Husband-Wife 50% Form also apply to this Form. If your Eligible Spouse dies before you, upon notice to the Contract Administrator, the amount of the previous actuarial reduction shall be restored.
>
> An Eligible Spouse is one who was married to you for the year before the day your pension commences or the day you die. If the Eligible Spouse was married to you for a full year before your pension started, the Eligible Spouse need not be married to you when you die. If your spouse was not married to you for a full

year before your pension started, but completes the year before you die, he/she is an Eligible Spouse. An Eligible Spouse's eligibility may be altered by a court order known as a Qualified Domestic Relations Order. The Qualified Domestic Relations Order may provide that a former spouse is entitled to a pre-retirement survivor's benefit. The pre-retirement survivor's benefit will be paid according to the terms of the Qualified Domestic Relations Order. (See Section of this Summary Plan Description entitled "Qualified Domestic Relations Orders.")

Husband-Wife 100% Form - If you are a married Participant, you may elect a reduced monthly pension payable as long as you live with payments continuing after your death to your Eligible Spouse for her lifetime equal to 100% of the amount of your monthly pension benefit at the time of your death. All of the other requirements of the Husband-Wife 50% Form also apply to this Form. If your Eligible Spouse dies before you, upon notice to the Contract Administrator, the amount of the previous actuarial reduction shall be restored.

Here is an example of the pop-up feature:

Suppose you retired at age 65 and elected to receive a monthly pension of $1,507.91, payable in the Husband-Wife 50% Form. If your Eligible Spouse dies before you, your monthly pension will increase to $1,652.50, the amount of the Employee-Only Pension that was offered to you at retirement. These calculations assume you and your Eligible Spouse were both age 65 at your retirement. The amounts in this example will vary depending on your age, your current pension amount, and the age of your Eligible Spouse.

Effective March 15, 2017, the language in each description which reads, "If your Eligible Spouse dies before you, upon notice to the Contract Administrator, the amount of the previous actuarial reduction shall be restored," will be eliminated and the description of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% forms of Pension payments will be as follows:

Husband-Wife 50% Form (automatic form for a married Participant unless you and your Eligible Spouse select the Employee-Only Form, the Husband-Wife 75% Form, the Husband-Wife 100% Form, the Five-Year Guaranteed Payment Form, or the Ten-Year Guaranteed Payment Form) - A reduced monthly pension payable as long as you live, with payments continuing after your death to your Eligible Spouse for his/her lifetime equal to 50% of the amount of your monthly pension benefit at the time of your death. The spouse married to you on the date of your death must also have been married to you on the date your monthly pension started to be an Eligible Spouse. (See example in the back of this Summary Plan Description in the Section entitled "Value of Credited Service.")

Husband-Wife 75% Form - If you are a married Participant, you may elect a reduced monthly pension payable as long as you live with payments continuing after your death to your Eligible Spouse for his/her lifetime equal to 75% of the amount of your monthly pension benefit at the time of your death. All of the other requirements of the Husband-Wife 50% Form also apply to this Form.

An Eligible Spouse is one who was married to you for the year before the day your pension commences or the day you die. If the Eligible Spouse was married to you for a full year before your pension started, the Eligible Spouse need not be married to you when you die. If your spouse was not married to you for a full year before your pension started, but completes the year before you die, he/she is an Eligible Spouse. An Eligible Spouse's eligibility may be altered by a court order known as a Qualified Domestic Relations Order. The Qualified Domestic Relations Order may provide that a former spouse is entitled to a pre-retirement survivor's benefit. The pre-retirement survivor's benefit will be paid according to the terms of the Qualified Domestic Relations Order. (See Section of this Summary Plan Description entitled "Qualified Domestic Relations Orders.")

Husband-Wife 100% Form - If you are a married Participant, you may elect a reduced monthly pension payable as long as you live with payments continuing after your death to your Eligible Spouse for his/her lifetime equal to 100% of the amount of your monthly pension benefit at the time of your death. All of the other requirements of the Husband-Wife 50% Form also apply to this Form.

Here is an example which reflects the elimination of the pop-up feature:

Suppose you retired at age 65 and elected to receive a monthly pension of $1,507.91, payable in the Husband-Wife 50% Form. If your Eligible Spouse dies before you, your monthly pension will continue to be $1,507.91. The amount will not increase.

INFORMATION ON PARTICIPANTS' RIGHTS AND REMEDIES

Federal law requires that this Notice contain information as to the rights and remedies of Participants and beneficiaries. As a Fund Participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA), as amended. ERISA provides that all Participants have certain rights, including the following:

Receive Information about the Pension Fund and Benefits

You have the right to:

Examine, without charge, at the office of the Fund's Contract Administrator (whose address is provided below), all documents governing the Fund. These include the Rehabilitation Plan and Schedules, previous notices issued in connection with the Rehabilitation Plan, the Plan Document and Summary Plan Description, the Annual Funding Notice, periodic actuarial reports and other financial information and summaries,

Collective Bargaining Agreements, any application for extension of amortization periods to the Secretary of Treasury and the Secretary's determination on that application, and a copy of the latest annual report (Form 5500 Series) filed by the Fund with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration

(EBSA) of the U.S. Department of Labor 200 Constitution Avenue, NW, Suite N-1513, Washington, DC 20210, 202.693.8673. The Fund's address is provided below.

Obtain, upon written request to the Board of Trustees, copies of documents governing the Fund's operation. These include the Rehabilitation Plan and Schedules, all previous notices issued in connection with the Rehabilitation Plan, the Plan Document and Summary Plan Description, the Annual Funding Notice, periodic actuarial reports, and other financial reports, information and summaries, Collective Bargaining Agreements, the latest annual report (Form 5500 Series), any application for extension of amortization periods to the Secretary of Treasury and the Secretary's determination on that application. There may be a reasonable charge for copies.

Receive the Annual Funding Notice. This notice provides information regarding the Fund's funding levels, assets and liabilities, number of Participants and a description of the benefits eligible to be guaranteed by the Pension Benefit Guaranty Corporation and an explanation of the limits on the PBGC guarantee and other information.

Obtain at no charge, a statement telling you whether you have a right to receive a pension at Normal Retirement Age and if so, an estimate of benefits at Normal Retirement Age if you stop working under the Fund now. If you do not have a right to a pension, the statement will provide an explanation as to the determination. A written request for a statement must be made and the Fund need only provide one statement every 12 months.

Obtain at least once every 3 years, a pension benefit statement showing your non-forfeitable accrued benefit provided that you are employed by the employer maintaining the plan at the time the statement is to be furnished. You may also obtain such a statement upon written request.

For documents and statements, contact the Board of Trustees c/o PATH Administrators, P. O. Box 6480, Harrisburg, PA, 17112-0480; Phone: 717-671-8551, Fax: 717-671-4937, Toll Free: 1-800-636-7632.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants, ERISA imposes duties upon the people who are responsible for the operation of the Pension Fund. The people who operate your plan, called "fiduciaries," have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If you make a claim for a pension benefit that is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of documents or the latest annual report from the Fund and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the plan administrator (Board of Trustees) to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits, which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor (DOL), or you may file suit in a federal court. If you choose to file suit in a federal court, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you wish to seek assistance from the DOL, you should contact the DOL's Employee Benefits Security Administration ("EBSA"), which maintains regional and district offices covering your state or territory. You may obtain the contact information for the closest EBSA office (or receive other assistance) by calling, their toll free Hotline at 1-866-444-EBSA [3272] (Text Telephone: 1-877-889-5627). You can also obtain information on the EBSA's website at www.askebsa.dol.gov. Additionally, your local telephone or government directory may list the EBSA office nearest to your residence. If you contact the DOL, it may be helpful if you have the Fund's Employer Identification Number, 23-6445411, and its Plan Number, 001.

If you have any questions about the Fund, please contact the Board of Trustees as noted above.

Plasterers and Cement Masons Local No. 94 Pension Fund

Rehabilitation Plan for Plan Year Beginning May 1, 2016

Adopted by the Trustees on March 25, 2011
Amended as of October 21, 2011
Amended as of February 26, 2013
Amended as of November 14, 2014
Amended as of November 13, 2015
Amended as of February 17, 2017

Exhibit 5f
Rehabilitation Plan

I. BACKGROUND

The Plasterers and Cement Masons Local No. 94 Pension Fund (the "Fund") is a jointly-administered, multiemployer defined benefit pension plan established by Local No. 592 of the Operative Plasterers and Cement Masons ("Local No. 592" or the "Union"), and the Keystone Contractors Association (the "Employers"). Employers also include those employers who have not granted their collective bargaining rights to one of the associations, but who are a party to a collective bargaining agreement or project labor agreement with Local No. 592. Local No. 592 and the Employers are parties to collective bargaining agreements, with the current Association agreements effective through April 30, 2015. Local No. 592 and the Employers are referred to jointly in this Plan as the "Collective Bargaining Parties" and the collective bargaining agreement in effect at any given time now or in the future is referred to as the "CBA".

On July 27, 2010, the Fund's actuary first certified the Fund to be in "Critical Status" within the meaning of the Pension Protection Act of 2006 (the "PPA") for the Plan Year beginning on May 1, 2010. Therefore, the Board of Trustees of the Fund was required to adopt and implement a Rehabilitation Plan. On March 25, 2011, the Board of Trustees adopted a Rehabilitation Plan, which they amended on October 21, 2011, February 26, 2013, November 14, 2014, November 13, 2015, and February 17, 2017.

II. REHABILITATION PLAN

A Rehabilitation Plan must prescribe actions, including recommended actions to be taken by the bargaining parties that are expected to enable a plan to meet stated annual standards and emerge from critical status by the end of the Rehabilitation Period, based on reasonably anticipated experience and on reasonable actuarial assumptions.

Under the PPA, the Rehabilitation Plan had to include one (1) or more schedules showing revised benefit structures, revised contributions, or both, which, if adopted by the Board of Trustees and agreed upon by the bargaining parties, would reasonably be expected to enable the Fund to emerge from Critical Status by the end of the Fund's rehabilitation period, or where that is not reasonable, to either emerge from Critical Status at a later time or to forestall insolvency.

In March 2011, the Board of Trustees adopted a Rehabilitation Plan that contained four schedules providing reductions in benefits, increases in contributions or both, that were reasonably expected to enable the Plan to emerge from critical status at the end of the Rehabilitation Period (10-year period beginning on May 1, 2011). In October 2011, the Board of Trustees amended the Rehabilitation Plan to include just one schedule, the Default Schedule, calling for increases in contributions. In February 2013, the Board of Trustees amended the Rehabilitation Plan, providing reductions in benefits. In November 2014, the Board of Trustees amended the Rehabilitation Plan, calling for an additional increase in contributions. In November 2015, the Board of Trustees amended the Rehabilitation Plan, calling upon the Trustees to explore certain options allowed for under the Multiemployer Pension Reform Act of 2014 (MPRA), which could enable the pension fund to potentially avoid future insolvency. This document ("Rehabilitation Plan for Plan Year Beginning May 1, 2016") represents the sixth revision to the Rehabilitation Plan. It includes additional reductions in adjustable benefits as outlined further below.

III. SCHEDULES

In the first year of the Rehabilitation Plan, one schedule must be a "default schedule" that identifies reductions in benefits (subject to some minimum benefits) necessary to achieve the applicable benchmarks, and includes only those contribution increases necessary, after these reductions, to permit the Plan to emerge from critical status on a timely basis.

The March 25, 2011 Rehabilitation Plan contained a "default schedule," a Preferred schedule, and two Alternative schedules with varying reductions in benefits and increases in contributions necessary to achieve the applicable benchmarks. The March 25, 2011 Rehabilitation Plan anticipated that the Fund would emerge from Critical Status within the 10 year Rehabilitation Period.

Subsequent to March 25, 2011, the Board of Trustees found that the economic conditions in the building and construction trades had not improved and in fact had continued to decline. In an effort to offset the impact of the decline in the economy and investment markets, the Board of Trustees, on May 31, 2011, elected to adopt certain funding relief available to the Fund under the Pension Relief Act of 2010. Although the relief obtained from the Pension Relief Act of 2010 did help to improve the measure of the Plan's progress toward meeting its benchmarks, , this improvement was not sufficient to allow the Fund to be projected to emerge from Critical Status within the 10 year Rehabilitation Period.

The Trustees decided to amend the Rehabilitation Plan on October 21, 2011, after determining that, based on reasonable actuarial assumptions and upon exhaustion of all reasonable measures, it would be unreasonable to conclude that the Fund would emerge from Critical Status. The Trustees reached this conclusion after consulting with the Fund's Actuary, and taking into account the economic condition of the building and construction industry covered by the Fund. In reaching this conclusion, the Fund's Trustees considered the near-impossibility of emerging from Critical Status at the end of the 10-year rehabilitation period in view of the significant investment losses suffered by the Fund over the plan year ended on April 30, 2008. The collapse of the financial markets in 2008 resulted in the Fund's experiencing the worst investment losses in its 50-year history. The collapse of the building and construction industry resulted from the collapse of the financial markets in 2008. In addition, the magnitude of the employer contribution increases needed to satisfy the requirements for a 10-year rehabilitation plan would almost certainly result in lower negotiated wages for participants and/or decreased employer contributions to other benefit plans covering these participants (such as the plan providing their health benefit coverage). If participants perceive a significant decrease in value in their total overall compensation—including wages, pension benefits and health benefits—the Fund's Trustees concluded that they would be likely to encourage their employers to withdraw from the Fund. Thus, the Fund's Trustees concluded that a further reduction in benefits would be inconsistent with the goal of presenting a viable plan with ongoing value to active participants. Such action could also lead to increased employer withdrawals or reductions in contributions, as the collective bargaining parties would see less benefit to ongoing participation. The objective of the October 21, 2011 Rehabilitation Plan was to delay any plan insolvency so that potential improvements in investment return or other material events, including further applicable legislative reforms, can provide an opportunity for the Fund to survive and continue to provide its promised benefits to its participants. The October 21, 2011 Rehabilitation Plan eliminated all four schedules and replaced them with

one Default Schedule, which was designed to enable the Plan to forestall insolvency. The Default Schedule called for an increase in the contribution rate from $8.10 per hour to $9.10 per hour.

Having received the Fund's May 1, 2012 actuarial valuation, having been notified by the Fund's actuary that the Fund continued to be in Critical Status as of July 27, 2012, and having been informed by the Fund's actuary that the Fund continued to be projected to never emerge from Critical Status, the Trustees decided to amend the Rehabilitation Plan effective February 26, 2013. The Trustees reviewed the Fund's contribution rates and the Fund's benefits with a view to making modifications to these so as to further enable the Fund to forestall insolvency. In considering contribution rate increases, the Trustees concluded that it would not be realistic to increase the rate of contributions given the impact of the severe economic decline in the building and construction industry. The Trustees then reviewed the modification of benefits. After this review, the Board of Trustees concluded that, by modifying certain benefits, the Trustees would be able to amend the Rehabilitation Plan to reflect a more meaningful effort to forestall the Fund's insolvency. By amending the monthly benefit multiplier; modifying the Early Retirement Pension reduction factor; and by modifying the Pre-Retirement Death Benefit, the Fund's actuary projected an improvement in the Fund's funded percentages and the Funding Standard Account Credit Balance, from the current projected levels if no action was taken by the Trustees. Nonetheless, even with the benefit reductions, the Fund's funded percentage and the Funding Standard Account Credit Balance were projected to continue to decline.

Having received the Fund's May 1, 2013 actuarial valuation, having been notified by the Fund's actuary that the Fund continued to be in Critical Status as of July 26, 2013 and July 28, 2014, and having been informed by the Fund's actuary that the Fund continued to be projected to never emerge from Critical Status, the Trustees decided to amend the Rehabilitation Plan effective May 1, 2014. In considering modification of benefits, the Trustees concluded that the reductions made effective May 1, 2013 continued to be appropriate and reasonable. In considering contribution rate increases, the Trustees agreed to increase the contribution rate from $9.10 per hour to $9.30 per hour, effective May 1, 2014, as part of the Default Schedule.

Having received the Fund's May 1, 2014 actuarial valuation and having been notified by the Fund's actuary that the Fund was certified on July 29, 2015 to be in Critical and Declining Status, the Trustees decided to explore whether the suspension of benefits for certain participants and a possible plan partition, as allowed for under MPRA, could enable the pension fund to potentially avoid future insolvency.

Having been notified by the Fund's Actuary that the Fund was certified on July 29, 2016 to be in Critical and Declining Status, the Fund's Trustees decided to amend the Fund's Plan of Benefits to advance the effort to forestall the Fund's insolvency. The Plan of Benefits was amended (1) to eliminate the Fund's Disability benefit for those with disability retirement effective dates on or after March 15, 2017, (2) to eliminate the post-disability-retirement death benefit for those with disability retirement effective dates on or after March 15, 2017, and (3) to eliminate the Pop-Up Provision of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% forms of Pension payments for those with a retirement effective date on or after March 15, 2017. The Trustees continue to explore whether suspension of benefits for certain participants, combined with a possible plan partition, as allowed for under MPRA, could enable the pension fund to potentially avoid future insolvency.

IV. OPERATION OF THE PLAN DURING THE REHABILITATION PERIOD

During the Rehabilitation Period, the Plan may not be amended in any way that: (a) is inconsistent with the Rehabilitation Plan; or (2) increases benefits, including future benefit accruals, unless the Fund Actuary certifies that such increase is paid for out of additional contributions not contemplated by the Rehabilitation Plan, and, after taking into account the benefit increase, the plan still is reasonably expected to emerge from critical status by the end of the rehabilitation period on the schedule contemplated in the Rehabilitation Plan.

V. NON-COLLECTIVELY BARGAINED PARTICIPANTS UNDER THE REHABILITATION PLAN

In the case of an employer that contributes to the Fund on behalf of collectively bargained *and* non-collectively bargained participants, the contributions for, and the benefits provided to, the non-collectively bargained employees, including surcharges on those contributions, shall be determined as if those non-collectively participants were covered under such employer's *first to* expire collective bargaining agreement that was in effect when the Fund entered Critical Status.

VI. ANNUAL STANDARDS AND UPDATING REHABILITATION PLAN

Pursuant to the PPA, the Fund has adopted the following procedures:

- The Fund's actuary shall conduct an annual review of the Rehabilitation Plan, and
- The Fund's actuary shall report to the Trustees the results of its annual review.

In consultation with the Fund's actuary, the Trustees shall update annually, if necessary, the Rehabilitation Plan and the contribution rates to reflect the experience of the Fund.

Notwithstanding the foregoing, the contribution rates provided by the Trustees and relied upon by bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement. Collective bargaining agreements that are entered, renewed or extended after the date of any changes to the Rehabilitation Plan will be subject to the Rehabilitation Plan then in effect at the time of such entry, renewal or extension.

Plasterers and Cement Masons
Local No. 94 Pension Fund
Rehabilitation Plan

Rehabilitation Schedule for Plan Year Beginning May 1, 2016

This Schedule consists of reasonable measures adopted by the Board of Trustees which, based on reasonable actuarial assumptions, will enable the Fund to forestall insolvency. This schedule provides for a combination of benefit reductions and contribution increases as follows. These adjustments are effective on and for the dates identified below:

Benefit Reductions:

- Effective May 1, 2013, the preretirement surviving spouse's pension benefit will be reduced by 1/200th for each month that benefit commencement precedes the Participant's normal retirement date, and will be reduced for 50% Husband-Wife form of payment. Previously this benefit was reduced for 50% Husband-Wife form of payment but unreduced for commencement prior to normal retirement date.
- Effective May 1, 2013, the early retirement reduction is changed from 1/360th to 1/200th for each month that retirement precedes normal retirement date.
- Effective May 1, 2013, the monthly benefit accrual rate is reduced from $77.50 per year of service to $33.00 per year of service.
- The disability benefit is eliminated for those with a disability retirement effective date on or after March 15, 2017.
- The post-retirement death benefit for Participants receiving a disability benefit is eliminated for those with a disability retirement effective date on or after March 15, 2017.
- The Pop-Up provision of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% forms of Pension payments is eliminated for those with a retirement effective on or after March 15, 2017.

Contribution Increases:

- Effective May 1, 2014, the contribution rate is increased from $9.10 per hour to $9.30 per hour;
- No further increases beyond May 1, 2014 are anticipated

In light of the Multiemployer Pension Reform Act of 2014 (MPRA), enacted on December 16, 2014, the Trustees have also decided to explore whether the suspension of benefits for certain participants and a possible plan partition, as allowed for under MPRA, could enable the pension fund to potentially avoid future insolvency.

Plasterers and Cement Masons Local No. 94 Pension Fund

Rehabilitation Plan for Plan Year Beginning May 1, 2016

Adopted by the Trustees on March 25, 2011
Amended as of October 21, 2011
Amended as of February 26, 2013
Amended as of November 14, 2014
Amended as of November 13, 2015
Amended as of February 17, 2017

Exhibit 5f
Rehabilitation Plan

I. BACKGROUND

The Plasterers and Cement Masons Local No. 94 Pension Fund (the "Fund") is a jointly-administered, multiemployer defined benefit pension plan established by Local No. 592 of the Operative Plasterers and Cement Masons ("Local No. 592" or the "Union"), and the Keystone Contractors Association (the "Employers"). Employers also include those employers who have not granted their collective bargaining rights to one of the associations, but who are a party to a collective bargaining agreement or project labor agreement with Local No. 592. Local No. 592 and the Employers are parties to collective bargaining agreements, with the current Association agreements effective through April 30, 2015. Local No. 592 and the Employers are referred to jointly in this Plan as the "Collective Bargaining Parties" and the collective bargaining agreement in effect at any given time now or in the future is referred to as the "CBA".

On July 27, 2010, the Fund's actuary first certified the Fund to be in "Critical Status" within the meaning of the Pension Protection Act of 2006 (the "PPA") for the Plan Year beginning on May 1, 2010. Therefore, the Board of Trustees of the Fund was required to adopt and implement a Rehabilitation Plan. On March 25, 2011, the Board of Trustees adopted a Rehabilitation Plan, which they amended on October 21, 2011, February 26, 2013, November 14, 2014, November 13, 2015, and February 17, 2017.

II. REHABILITATION PLAN

A Rehabilitation Plan must prescribe actions, including recommended actions to be taken by the bargaining parties that are expected to enable a plan to meet stated annual standards and emerge from critical status by the end of the Rehabilitation Period, based on reasonably anticipated experience and on reasonable actuarial assumptions.

Under the PPA, the Rehabilitation Plan had to include one (1) or more schedules showing revised benefit structures, revised contributions, or both, which, if adopted by the Board of Trustees and agreed upon by the bargaining parties, would reasonably be expected to enable the Fund to emerge from Critical Status by the end of the Fund's rehabilitation period, or where that is not reasonable, to either emerge from Critical Status at a later time or to forestall insolvency.

In March 2011, the Board of Trustees adopted a Rehabilitation Plan that contained four schedules providing reductions in benefits, increases in contributions or both, that were reasonably expected to enable the Plan to emerge from critical status at the end of the Rehabilitation Period (10-year period beginning on May 1, 2011). In October 2011, the Board of Trustees amended the Rehabilitation Plan to include just one schedule, the Default Schedule, calling for increases in contributions. In February 2013, the Board of Trustees amended the Rehabilitation Plan, providing reductions in benefits. In November 2014, the Board of Trustees amended the Rehabilitation Plan, calling for an additional increase in contributions. In November 2015, the Board of Trustees amended the Rehabilitation Plan, calling upon the Trustees to explore certain options allowed for under the Multiemployer Pension Reform Act of 2014 (MPRA), which could enable the pension fund to potentially avoid future insolvency. This document ("Rehabilitation Plan for Plan Year Beginning May 1, 2016") represents the sixth revision to the Rehabilitation Plan. It includes additional reductions in adjustable benefits as outlined further below.

III. SCHEDULES

In the first year of the Rehabilitation Plan, one schedule must be a "default schedule" that identifies reductions in benefits (subject to some minimum benefits) necessary to achieve the applicable benchmarks, and includes only those contribution increases necessary, after these reductions, to permit the Plan to emerge from critical status on a timely basis.

The March 25, 2011 Rehabilitation Plan contained a "default schedule," a Preferred schedule, and two Alternative schedules with varying reductions in benefits and increases in contributions necessary to achieve the applicable benchmarks. The March 25, 2011 Rehabilitation Plan anticipated that the Fund would emerge from Critical Status within the 10 year Rehabilitation Period.

Subsequent to March 25, 2011, the Board of Trustees found that the economic conditions in the building and construction trades had not improved and in fact had continued to decline. In an effort to offset the impact of the decline in the economy and investment markets, the Board of Trustees, on May 31, 2011, elected to adopt certain funding relief available to the Fund under the Pension Relief Act of 2010. Although the relief obtained from the Pension Relief Act of 2010 did help to improve the measure of the Plan's progress toward meeting its benchmarks, , this improvement was not sufficient to allow the Fund to be projected to emerge from Critical Status within the 10 year Rehabilitation Period.

The Trustees decided to amend the Rehabilitation Plan on October 21, 2011, after determining that, based on reasonable actuarial assumptions and upon exhaustion of all reasonable measures, it would be unreasonable to conclude that the Fund would emerge from Critical Status. The Trustees reached this conclusion after consulting with the Fund's Actuary, and taking into account the economic condition of the building and construction industry covered by the Fund. In reaching this conclusion, the Fund's Trustees considered the near-impossibility of emerging from Critical Status at the end of the 10-year rehabilitation period in view of the significant investment losses suffered by the Fund over the plan year ended on April 30, 2008. The collapse of the financial markets in 2008 resulted in the Fund's experiencing the worst investment losses in its 50-year history. The collapse of the building and construction industry resulted from the collapse of the financial markets in 2008. In addition, the magnitude of the employer contribution increases needed to satisfy the requirements for a 10-year rehabilitation plan would almost certainly result in lower negotiated wages for participants and/or decreased employer contributions to other benefit plans covering these participants (such as the plan providing their health benefit coverage). If participants perceive a significant decrease in value in their total overall compensation—including wages, pension benefits and health benefits—the Fund's Trustees concluded that they would be likely to encourage their employers to withdraw from the Fund. Thus, the Fund's Trustees concluded that a further reduction in benefits would be inconsistent with the goal of presenting a viable plan with ongoing value to active participants. Such action could also lead to increased employer withdrawals or reductions in contributions, as the collective bargaining parties would see less benefit to ongoing participation. The objective of the October 21, 2011 Rehabilitation Plan was to delay any plan insolvency so that potential improvements in investment return or other material events, including further applicable legislative reforms, can provide an opportunity for the Fund to survive and continue to provide its promised benefits to its participants. The October 21, 2011 Rehabilitation Plan eliminated all four schedules and replaced them with

one Default Schedule, which was designed to enable the Plan to forestall insolvency. The Default Schedule called for an increase in the contribution rate from $8.10 per hour to $9.10 per hour.

Having received the Fund's May 1, 2012 actuarial valuation, having been notified by the Fund's actuary that the Fund continued to be in Critical Status as of July 27, 2012, and having been informed by the Fund's actuary that the Fund continued to be projected to never emerge from Critical Status, the Trustees decided to amend the Rehabilitation Plan effective February 26, 2013. The Trustees reviewed the Fund's contribution rates and the Fund's benefits with a view to making modifications to these so as to further enable the Fund to forestall insolvency. In considering contribution rate increases, the Trustees concluded that it would not be realistic to increase the rate of contributions given the impact of the severe economic decline in the building and construction industry. The Trustees then reviewed the modification of benefits. After this review, the Board of Trustees concluded that, by modifying certain benefits, the Trustees would be able to amend the Rehabilitation Plan to reflect a more meaningful effort to forestall the Fund's insolvency. By amending the monthly benefit multiplier; modifying the Early Retirement Pension reduction factor; and by modifying the Pre-Retirement Death Benefit, the Fund's actuary projected an improvement in the Fund's funded percentages and the Funding Standard Account Credit Balance, from the current projected levels if no action was taken by the Trustees. Nonetheless, even with the benefit reductions, the Fund's funded percentage and the Funding Standard Account Credit Balance were projected to continue to decline.

Having received the Fund's May 1, 2013 actuarial valuation, having been notified by the Fund's actuary that the Fund continued to be in Critical Status as of July 26, 2013 and July 28, 2014, and having been informed by the Fund's actuary that the Fund continued to be projected to never emerge from Critical Status, the Trustees decided to amend the Rehabilitation Plan effective May 1, 2014. In considering modification of benefits, the Trustees concluded that the reductions made effective May 1, 2013 continued to be appropriate and reasonable. In considering contribution rate increases, the Trustees agreed to increase the contribution rate from $9.10 per hour to $9.30 per hour, effective May 1, 2014, as part of the Default Schedule.

Having received the Fund's May 1, 2014 actuarial valuation and having been notified by the Fund's actuary that the Fund was certified on July 29, 2015 to be in Critical and Declining Status, the Trustees decided to explore whether the suspension of benefits for certain participants and a possible plan partition, as allowed for under MPRA, could enable the pension fund to potentially avoid future insolvency.

Having been notified by the Fund's Actuary that the Fund was certified on July 29, 2016 to be in Critical and Declining Status, the Fund's Trustees decided to amend the Fund's Plan of Benefits to advance the effort to forestall the Fund's insolvency. The Plan of Benefits was amended (1) to eliminate the Fund's Disability benefit for those with disability retirement effective dates on or after March 15, 2017, (2) to eliminate the post-disability-retirement death benefit for those with disability retirement effective dates on or after March 15, 2017, and (3) to eliminate the Pop-Up Provision of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% forms of Pension payments for those with a retirement effective date on or after March 15, 2017. The Trustees continue to explore whether suspension of benefits for certain participants, combined with a possible plan partition, as allowed for under MPRA, could enable the pension fund to potentially avoid future insolvency.

IV. OPERATION OF THE PLAN DURING THE REHABILITATION PERIOD

During the Rehabilitation Period, the Plan may not be amended in any way that: (a) is inconsistent with the Rehabilitation Plan; or (2) increases benefits, including future benefit accruals, unless the Fund Actuary certifies that such increase is paid for out of additional contributions not contemplated by the Rehabilitation Plan, and, after taking into account the benefit increase, the plan still is reasonably expected to emerge from critical status by the end of the rehabilitation period on the schedule contemplated in the Rehabilitation Plan.

V. NON-COLLECTIVELY BARGAINED PARTICIPANTS UNDER THE REHABILITATION PLAN

In the case of an employer that contributes to the Fund on behalf of collectively bargained *and* non-collectively bargained participants, the contributions for, and the benefits provided to, the non-collectively bargained employees, including surcharges on those contributions, shall be determined as if those non-collectively participants were covered under such employer's *first to* expire collective bargaining agreement that was in effect when the Fund entered Critical Status.

VI. ANNUAL STANDARDS AND UPDATING REHABILITATION PLAN

Pursuant to the PPA, the Fund has adopted the following procedures:

- The Fund's actuary shall conduct an annual review of the Rehabilitation Plan, and
- The Fund's actuary shall report to the Trustees the results of its annual review.

In consultation with the Fund's actuary, the Trustees shall update annually, if necessary, the Rehabilitation Plan and the contribution rates to reflect the experience of the Fund.

Notwithstanding the foregoing, the contribution rates provided by the Trustees and relied upon by bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement. Collective bargaining agreements that are entered, renewed or extended after the date of any changes to the Rehabilitation Plan will be subject to the Rehabilitation Plan then in effect at the time of such entry, renewal or extension.

Plasterers and Cement Masons
Local No. 94 Pension Fund
Rehabilitation Plan

Rehabilitation Schedule for Plan Year Beginning May 1, 2016

This Schedule consists of reasonable measures adopted by the Board of Trustees which, based on reasonable actuarial assumptions, will enable the Fund to forestall insolvency. This schedule provides for a combination of benefit reductions and contribution increases as follows. These adjustments are effective on and for the dates identified below:

Benefit Reductions:

- Effective May 1, 2013, the preretirement surviving spouse's pension benefit will be reduced by 1/200th for each month that benefit commencement precedes the Participant's normal retirement date, and will be reduced for 50% Husband-Wife form of payment. Previously this benefit was reduced for 50% Husband-Wife form of payment but unreduced for commencement prior to normal retirement date.
- Effective May 1, 2013, the early retirement reduction is changed from 1/360th to 1/200th for each month that retirement precedes normal retirement date.
- Effective May 1, 2013, the monthly benefit accrual rate is reduced from $77.50 per year of service to $33.00 per year of service.
- The disability benefit is eliminated for those with a disability retirement effective date on or after March 15, 2017.
- The post-retirement death benefit for Participants receiving a disability benefit is eliminated for those with a disability retirement effective date on or after March 15, 2017.
- The Pop-Up provision of the Husband-Wife 50%, Husband-Wife 75% and Husband-Wife 100% forms of Pension payments is eliminated for those with a retirement effective on or after March 15, 2017.

Contribution Increases:

- Effective May 1, 2014, the contribution rate is increased from $9.10 per hour to $9.30 per hour;
- No further increases beyond May 1, 2014 are anticipated

In light of the Multiemployer Pension Reform Act of 2014 (MPRA), enacted on December 16, 2014, the Trustees have also decided to explore whether the suspension of benefits for certain participants and a possible plan partition, as allowed for under MPRA, could enable the pension fund to potentially avoid future insolvency.

Exhibit 5g
Determination Letter

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 02 2015

BOARD OF TRUSTEES PLASTERERS &
CEMENT MASONS LOCAL NO 94 FUND
C/O CHARLE W JOHNSTON
PO BOX 98
CAMP HILL, PA 17001-0098

Employer Identification Number:
23-6445411
DLN:
17007034108025
Person to Contact:
ANDREA MIASNER ID# 52059
Contact Telephone Number:
(404) 338-8136
Plan Name:
PLASTERERS AND CEMENT MASONS LOCAL
NO 94 PENSION FUND
Plan Number: 001

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutes. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List) for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Favorable Determination Letter, including:

The significance and scope of reliance on this letter,
The effect of any elective determination request in your application materials,
The reporting requirements for qualified plans, and
Examples of the effect of a plan's operation on its qualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on 3/25/11 & 10/21/11.

This determination letter also applies to the amendments dated on

Letter 5274

BOARD OF TRUSTEES PLASTERERS &

2/26/13 & 11/14/14.

This determination letter also applies to the amendments dated on 2/27/09.

You can't rely on this letter after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after we received the application. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

If you submitted a Form 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

If you have any questions, you can contact the person listed at the top of this letter.

Sincerely,

Karen D. Truss

Karen D. Truss
Director, EP Rulings & Agreements

Addendum

Letter 5274

BOARD OF TRUSTEES PLASTERERS &

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference.

Letter 5274

APPLICATION FOR A PARTITION ORDER FOR
PLASTERERS & CEMENT MASONS LOCAL NO. 94 PENSION FUND
EIN/PN: 23-6445411 / 001

Exhibit 5h
Government Filings

Form 5500	Annual Return/Report of Employee Benefit Plan	OMB Nos. 1210-0110 1210-0089
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code). ▶ **Complete all entries in accordance with the instructions to the Form 5500.**	**2016** **This Form is Open to Public Inspection**

Part I Annual Report Identification Information

For calendar plan year 2016 or fiscal plan year beginning 05/01/2016 and ending 04/30/2017

A This return/report is for:
- [X] a multiemployer plan
- [ ] a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)
- [ ] a single-employer plan
- [ ] a DFE (specify) ____

B This return/report is:
- [ ] the first return/report
- [ ] the final return/report
- [ ] an amended return/report
- [ ] a short plan year return/report (less than 12 months)

C If the plan is a collectively-bargained plan, check here. . . . . ▶ [X]

D Check box if filing under:
- [X] Form 5558
- [ ] automatic extension
- [ ] the DFVC program
- [ ] special extension (enter description)

Part II Basic Plan Information—enter all requested information

1a Name of plan
PLASTERERS AND CEMENT MASONS LOCAL 94 PENSION FUND

1b Three-digit plan number (PN) ▶ 001

1c Effective date of plan 05/01/1967

2a Plan sponsor's name (employer, if for a single-employer plan)
Mailing address (include room, apt., suite no. and street, or P.O. Box)
City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions)
PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

P.O. BOX 6480
HARRISBURG, PA 17112-0480

2b Employer Identification Number (EIN) 23-6445411

2c Plan Sponsor's telephone number 717-671-8551

2d Business code (see instructions) 238900

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE	Filed with authorized/valid electronic signature.	02/09/2018	JOSEPH DIEHL
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE			
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

Preparer's name (including firm name, if applicable) and address (include room or suite number)

Preparer's telephone number

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Form 5500 (2016)
v. 160205

3a	Plan administrator's name and address [X] Same as Plan Sponsor	**3b** Administrator's EIN	
		3c Administrator's telephone number	
4	If the name and/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report:	**4b** EIN	
a	Sponsor's name	**4c** PN	
5	Total number of participants at the beginning of the plan year	**5**	100
6	Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines **6a(1), 6a(2), 6b, 6c,** and **6d**).		
a(1)	Total number of active participants at the beginning of the plan year	**6a(1)**	25
a(2)	Total number of active participants at the end of the plan year	**6a(2)**	40
b	Retired or separated participants receiving benefits	**6b**	51
c	Other retired or separated participants entitled to future benefits	**6c**	15
d	Subtotal. Add lines **6a(2)**, **6b**, and **6c**.	**6d**	106
e	Deceased participants whose beneficiaries are receiving or are entitled to receive benefits.	**6e**	10
f	Total. Add lines **6d** and **6e**.	**6f**	116
g	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	**6g**	
h	Number of participants that terminated employment during the plan year with accrued benefits that were less than 100% vested	**6h**	0
7	Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)	**7**	8

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:

1B

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:

9a Plan funding arrangement (check all that apply)	**9b** Plan benefit arrangement (check all that apply)
(1) [ ] Insurance	**(1)** [ ] Insurance
(2) [ ] Code section 412(e)(3) insurance contracts	**(2)** [ ] Code section 412(e)(3) insurance contracts
(3) [X] Trust	**(3)** [X] Trust
(4) [ ] General assets of the sponsor	**(4)** [ ] General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)

a Pension Schedules

- **(1)** [X] **R** (Retirement Plan Information)
- **(2)** [X] **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- **(3)** [ ] **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

- **(1)** [X] **H** (Financial Information)
- **(2)** [ ] **I** (Financial Information – Small Plan)
- **(3)** [ ] ___ **A** (Insurance Information)
- **(4)** [X] **C** (Service Provider Information)
- **(5)** [ ] **D** (DFE/Participating Plan Information)
- **(6)** [ ] **G** (Financial Transaction Schedules)

Part III **Form M-1 Compliance Information (to be completed by welfare benefit plans)**

11a If the plan provides welfare benefits, was the plan subject to the Form M-1 filing requirements during the plan year? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

If "Yes" is checked, complete lines 11b and 11c.

11b Is the plan currently in compliance with the Form M-1 filing requirements? (See instructions and 29 CFR 2520.101-2.) ..... ☐ Yes ☐ No

11c Enter the Receipt Confirmation Code for the 2016 Form M-1 annual report. If the plan was not required to file the 2016 Form M-1 annual report, enter the Receipt Confirmation Code for the most recent Form M-1 that was required to be filed under the Form M-1 filing requirements. (Failure to enter a valid Receipt Confirmation Code will subject the Form 5500 filing to rejection as incomplete.)

Receipt Confirmation Code_____

APPLICATION FOR A PARTITION ORDER FOR
PLASTERERS & CEMENT MASONS LOCAL NO. 94 PENSION FUND
EIN/PN: 23-6445411 / 001

Exhibit 5h
Government Filings

SCHEDULE MB (Form 5500)	Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code). ▶ **File as an attachment to Form 5500 or 5500-SF.**	**2016** **This Form is Open to Public Inspection**

For calendar plan year 2016 or fiscal plan year beginning 05/01/2016 and ending 04/30/2017

▶ **Round off amounts to nearest dollar.**

▶ **Caution:** A penalty of $1,000 will be assessed for late filing of this report unless reasonable cause is established.

A Name of plan
PLASTERERS AND CEMENT MASONS LOCAL 94 PENSION FUND

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF
PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

D Employer Identification Number (EIN)
23-6445411

E Type of plan: **(1)** [X] Multiemployer Defined Benefit **(2)** [ ] Money Purchase (see instructions)

1a Enter the valuation date: Month 05 Day 01 Year 2016

b Assets		
(1) Current value of assets	**1b(1)**	2315124
(2) Actuarial value of assets for funding standard account	**1b(2)**	2665889
c (1) Accrued liability for plan using immediate gain methods	**1c(1)**	5958435
(2) Information for plans using spread gain methods:		
(a) Unfunded liability for methods with bases	**1c(2)(a)**	
(b) Accrued liability under entry age normal method	**1c(2)(b)**	
(c) Normal cost under entry age normal method	**1c(2)(c)**	
(3) Accrued liability under unit credit cost method	**1c(3)**	5958435
d Information on current liabilities of the plan:		
(1) Amount excluded from current liability attributable to pre-participation service (see instructions)	**1d(1)**	
(2) "RPA '94" information:		
(a) Current liability	**1d(2)(a)**	9126112
(b) Expected increase in current liability due to benefits accruing during the plan year	**1d(2)(b)**	110246
(c) Expected release from "RPA '94" current liability for the plan year	**1d(2)(c)**	
(3) Expected plan disbursements for the plan year	**1d(3)**	565390

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE

	02/01/2018
Signature of actuary	Date
JAMES J. MCKEOGH, F.S.A.	17-02963
Type or print name of actuary	Most recent enrollment number
THE MCKEOGH COMPANY	484-530-0692
Firm name	Telephone number (including area code)
FOUR TOWER BRIDGE, SUITE 225, WEST CONSHOHOCKEN, PA 19428-2977	
Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions [ ]

For Paperwork Reduction Act Notice, see the Instructions for Form 5500 or 5500-SF. **Schedule MB (Form 5500) 2016**
v. 160205

2 Operational information as of beginning of this plan year:

a Current value of assets (see instructions)		**2a**	2315124
b "RPA '94" current liability/participant count breakdown:		**(1)** Number of participants	**(2)** Current liability
(1) For retired participants and beneficiaries receiving payment		61	6173809
(2) For terminated vested participants		14	1036580
(3) For active participants:			
(a) Non-vested benefits			27549
(b) Vested benefits			1888174
(c) Total active		25	1915723
(4) Total		100	9126112
c If the percentage resulting from dividing line 2a by line 2b(4), column (2), is less than 70%, enter such percentage		**2c**	25.37%

3 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	c) Amount paid by employees
05/15/2016	29866		11/15/2016	29867	
06/15/2016	29867		12/15/2016	29867	
07/15/2016	29867		01/15/2017	29867	
08/15/2016	29867		02/15/2017	29867	
09/15/2016	29867		03/15/2017	29867	
10/15/2016	29867		04/15/2017	29867	
			Totals ►	**3(b)** 358403	**3(c)**

4 Information on plan status:

a Funded percentage for monitoring plan's status (line 1b(2) divided by line 1c(3))	**4a**	44.7%
b Enter code to indicate plan's status (see instructions for attachment of supporting evidence of plan's status). If code is "N," go to line 5	**4b**	D

c Is the plan making the scheduled progress under any applicable funding improvement or rehabilitation plan? [X] Yes [ ] No

d If the plan is in critical status or critical and declining status, were any benefits reduced (see instructions)? [ ] Yes [X] No

e If line d is "Yes," enter the reduction in liability resulting from the reduction in benefits (see instructions), measured as of the valuation date	**4e**	
f If the rehabilitation plan projects emergence from critical status or critical and declining status, enter the plan year in which it is projected to emerge. If the rehabilitation plan is based on forestalling possible insolvency, enter the plan year in which insolvency is expected and check here [X]	**4f**	2026

5 Actuarial cost method used as the basis for this plan year's funding standard account computations (check all that apply):

a [ ] Attained age normal **b** [ ] Entry age normal **c** [X] Accrued benefit (unit credit) **d** [ ] Aggregate
e [ ] Frozen initial liability **f** [ ] Individual level premium **g** [ ] Individual aggregate **h** [ ] Shortfall
i [ ] Other (specify):

j If box h is checked, enter period of use of shortfall method	**5j**	

k Has a change been made in funding method for this plan year? [X] Yes [ ] No

l If line k is "Yes," was the change made pursuant to Revenue Procedure 2000-40 or other automatic approval? [X] Yes [ ] No

m If line k is "Yes," and line l is "No," enter the date (MM-DD-YYYY) of the ruling letter (individual or class) approving the change in funding method	**5m**	

6 Checklist of certain actuarial assumptions:

a Interest rate for "RPA '94" current liability	**6a**	3.22%			
		Pre-retirement		Post-retirement	
b Rates specified in insurance or annuity contracts		☐ Yes ☐ No ☒ N/A		☐ Yes ☐ No ☒ N/A	
c Mortality table code for valuation purposes:					
(1) Males	**6c(1)**	A		A	
(2) Females	**6c(2)**	A		A	
d Valuation liability interest rate	**6d**	7.00%		7.00 %	
e Expense loading	**6e**	71.9%	☐ N/A	%	☒ N/A
f Salary scale	**6f**	%	☒ N/A		
g Estimated investment return on actuarial value of assets for year ending on the valuation date	**6g**	0.2%			
h Estimated investment return on current value of assets for year ending on the valuation date	**6h**	1.4%			

7 New amortization bases established in the current plan year:

(1) Type of base	**(2)** Initial balance	**(3)** Amortization Charge/Credit
4	507797	52106
5	1413628	188102

8 Miscellaneous information:

a If a waiver of a funding deficiency has been approved for this plan year, enter the date (MM-DD-YYYY) of the ruling letter granting the approval	**8a**	
b(1) Is the plan required to provide a projection of expected benefit payments? (See the instructions.) If "Yes," attach a schedule.		☐ Yes ☒ No
b(2) Is the plan required to provide a Schedule of Active Participant Data? (See the instructions.) If "Yes," attach a schedule.		☒ Yes ☐ No
c Are any of the plan's amortization bases operating under an extension of time under section 412(e) (as in effect prior to 2008) or section 431(d) of the Code?		☐ Yes ☒ No
d If line c is "Yes," provide the following additional information:		
(1) Was an extension granted automatic approval under section 431(d)(1) of the Code?		☐ Yes ☐ No
(2) If line 8d(1) is "Yes," enter the number of years by which the amortization period was extended	**8d(2)**	
(3) Was an extension approved by the Internal Revenue Service under section 412(e) (as in effect prior to 2008) or 431(d)(2) of the Code?		☐ Yes ☐ No
(4) If line 8d(3) is "Yes," enter number of years by which the amortization period was extended (not including the number of years in line (2))	**8d(4)**	
(5) If line 8d(3) is "Yes," enter the date of the ruling letter approving the extension	**8d(5)**	
(6) If line 8d(3) is "Yes," is the amortization base eligible for amortization using interest rates applicable under section 6621(b) of the Code for years beginning after 2007?		☐ Yes ☐ No
e If box 5h is checked or line 8c is "Yes," enter the difference between the minimum required contribution for the year and the minimum that would have been required without using the shortfall method or extending the amortization base(s)	**8e**	

9 Funding standard account statement for this plan year:

Charges to funding standard account:

a Prior year funding deficiency, if any		**9a**	785967
b Employer's normal cost for plan year as of valuation date		**9b**	83449
c Amortization charges as of valuation date:		Outstanding balance	
(1) All bases except funding waivers and certain bases for which the amortization period has been extended	**9c(1)**	2716173	367318
(2) Funding waivers	**9c(2)**	0	0
(3) Certain bases for which the amortization period has been extended	**9c(3)**	0	0
d Interest as applicable on lines 9a, 9b, and 9c		**9d**	86571
e Total charges. Add lines 9a through 9d		**9e**	1323305

Credits to funding standard account:

f Prior year credit balance, if any			**9f**	
g Employer contributions. Total from column (b) of line 3			**9g**	358403
		Outstanding balance		
h Amortization credits as of valuation date	**9h**	209594		55295
i Interest as applicable to end of plan year on lines 9f, 9g, and 9h			**9i**	16273
j Full funding limitation (FFL) and credits:				
(1) ERISA FFL (accrued liability FFL)	**9j(1)**	3987633		
(2) "RPA '94" override (90% current liability FFL)	**9j(2)**	5795756		
(3) FFL credit			**9j(3)**	0
k (1) Waived funding deficiency			**9k(1)**	0
(2) Other credits			**9k(2)**	0
l Total credits. Add lines 9f through 9i, 9j(3), 9k(1), and 9k(2)			**9l**	429971
m Credit balance: If line 9l is greater than line 9e, enter the difference			**9m**	
n Funding deficiency: If line 9e is greater than line 9l, enter the difference			**9n**	893334

9 o Current year's accumulated reconciliation account:		
(1) Due to waived funding deficiency accumulated prior to the 2016 plan year	**9o(1)**	0
(2) Due to amortization bases extended and amortized using the interest rate under section 6621(b) of the Code:		
(a) Reconciliation outstanding balance as of valuation date	**9o(2)(a)**	0
(b) Reconciliation amount (line 9c(3) balance minus line 9o(2)(a))	**9o(2)(b)**	0
(3) Total as of valuation date	**9o(3)**	0
10 Contribution necessary to avoid an accumulated funding deficiency. (See instructions.)	**10**	893334

11 Has a change been made in the actuarial assumptions for the current plan year? If "Yes," see instructions. ☒ Yes ☐ No

APPLICATION FOR A PARTITION ORDER FOR
PLASTERERS & CEMENT MASONS LOCAL NO. 94 PENSION FUND
EIN/PN: 23-6445411 / 001

Exhibit 5h
Government Filings

SCHEDULE C (Form 5500)	Service Provider Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA).	2016
Department of Labor Employee Benefits Security Administration	▶ File as an attachment to Form 5500.	This Form is Open to Public Inspection.
Pension Benefit Guaranty Corporation		

For calendar plan year 2016 or fiscal plan year beginning 05/01/2016 and ending 04/30/2017

A Name of plan
PLASTERERS AND CEMENT MASONS LOCAL 94 PENSION FUND

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

D Employer Identification Number (EIN)
23-6445411

Part I Service Provider Information (see instructions)

You must complete this Part, in accordance with the instructions, to report the information required for **each person** who received, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of monetary value) in connection with services rendered to the plan or the person's position with the plan during the plan year. If a person received **only** eligible indirect compensation for which the plan received the required disclosures, you are required to answer line 1 but are not required to include that person when completing the remainder of this Part.

1 Information on Persons Receiving Only Eligible Indirect Compensation

a Check "Yes" or "No" to indicate whether you are excluding a person from the remainder of this Part because they received only eligible indirect compensation for which the plan received the required disclosures (see instructions for definitions and conditions).. . . . . [X] Yes [ ] No

b If you answered line 1a "Yes," enter the name and EIN or address of each person providing the required disclosures for the service providers who received only eligible indirect compensation. Complete as many entries as needed (see instructions).

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

THE VANGUARD GROUP, INC

23-1945930

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

US BANK

31-0841368

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

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(b) Enter name and EIN or address of person who provided you disclosures on eligible indirect compensation

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

NOVAK FRANCELLA, LLC

61-1436956

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
10 50	NONE	19811	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

THE MCKEOGH CO.

23-3003373

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
11 50	NONE	18302	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

CHARLES W. JOHNSTON, P.C.

23-2077724

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
29 50	NONE	10841	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

2. Information on Other Service Providers Receiving Direct or Indirect Compensation. Except for those persons for whom you answered "Yes" to line 1a above, complete as many entries as needed to list each person receiving, directly or indirectly, $5,000 or more in total compensation (i.e., money or anything else of value) in connection with services rendered to the plan or their position with the plan during the plan year. (See instructions).

(a) Enter name and EIN or address (see instructions)

PFM GROUP

23-3087064

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
28 51	NONE	9810	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

D H EVANS & ASSOCIATES DBA PATH ADM

46-1226464

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
13 50	NONE	9524	Yes ☐ No ☒	Yes ☐ No ☐		Yes ☐ No ☐

(a) Enter name and EIN or address (see instructions)

(b) Service Code(s)	(c) Relationship to employer, employee organization, or person known to be a party-in-interest	(d) Enter direct compensation paid by the plan. If none, enter -0-.	(e) Did service provider receive indirect compensation? (sources other than plan or plan sponsor)	(f) Did indirect compensation include eligible indirect compensation, for which the plan received the required disclosures?	(g) Enter total indirect compensation received by service provider excluding eligible indirect compensation for which you answered "Yes" to element (f). If none, enter -0-.	(h) Did the service provider give you a formula instead of an amount or estimated amount?
			Yes ☐ No ☐	Yes ☐ No ☐		Yes ☐ No ☐

Part I **Service Provider Information (continued)**

3. If you reported on line 2 receipt of indirect compensation, other than eligible indirect compensation, by a service provider, and the service provider is a fiduciary or provides contract administrator, consulting, custodial, investment advisory, investment management, broker, or recordkeeping services, answer the following questions for (a) each source from whom the service provider received $1,000 or more in indirect compensation and (b) each source for whom the service provider gave you a formula used to determine the indirect compensation instead of an amount or estimated amount of the indirect compensation. Complete as many entries as needed to report the required information for each source.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.

(a) Enter service provider name as it appears on line 2	**(b)** Service Codes (see instructions)	**(c)** Enter amount of indirect compensation

(d) Enter name and EIN (address) of source of indirect compensation	**(e)** Describe the indirect compensation, including any formula used to determine the service provider's eligibility for or the amount of the indirect compensation.

Part II **Service Providers Who Fail or Refuse to Provide Information**

4 Provide, to the extent possible, the following information for each service provider who failed or refused to provide the information necessary to complete this Schedule.

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

(a) Enter name and EIN or address of service provider (see instructions)	**(b)** Nature of Service Code(s)	**(c)** Describe the information that the service provider failed or refused to provide

Part III **Termination Information on Accountants and Enrolled Actuaries (see instructions)**
(complete as many entries as needed)

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

a Name:	**b** EIN:
c Position:	
d Address:	**e** Telephone:

Explanation:

SCHEDULE H (Form 5500)	Financial Information	OMB No. 1210-0110
Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA), and section 6058(a) of the Internal Revenue Code (the Code). ▶ **File as an attachment to Form 5500.**	**2016** **This Form is Open to Public Inspection**

For calendar plan year 2016 or fiscal plan year beginning 05/01/2016 and ending 04/30/2017

A Name of plan
PLASTERERS AND CEMENT MASONS LOCAL 94 PENSION FUND

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

D Employer Identification Number (EIN)
23-6445411

Part I Asset and Liability Statement

1 Current value of plan assets and liabilities at the beginning and end of the plan year. Combine the value of plan assets held in more than one trust. Report the value of the plan's interest in a commingled fund containing the assets of more than one plan on a line-by-line basis unless the value is reportable on lines 1c(9) through 1c(14). Do not enter the value of that portion of an insurance contract which guarantees, during this plan year, to pay a specific dollar benefit at a future date. **Round off amounts to the nearest dollar.** MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 1b(1), 1b(2), 1c(8), 1g, 1h, and 1i. CCTs, PSAs, and 103-12 IEs also do not complete lines 1d and 1e. See instructions.

Assets		(a) Beginning of Year	(b) End of Year
a Total noninterest-bearing cash	1a	86017	53046
b Receivables (less allowance for doubtful accounts):			
(1) Employer contributions	1b(1)	41981	59730
(2) Participant contributions	1b(2)		
(3) Other	1b(3)	3006	3684
c General investments:			
(1) Interest-bearing cash (include money market accounts & certificates of deposit)	1c(1)	4986	5848
(2) U.S. Government securities	1c(2)		
(3) Corporate debt instruments (other than employer securities):			
(A) Preferred	1c(3)(A)		
(B) All other	1c(3)(B)		
(4) Corporate stocks (other than employer securities):			
(A) Preferred	1c(4)(A)		
(B) Common	1c(4)(B)		
(5) Partnership/joint venture interests	1c(5)		
(6) Real estate (other than employer real property)	1c(6)		
(7) Loans (other than to participants)	1c(7)		
(8) Participant loans	1c(8)		
(9) Value of interest in common/collective trusts	1c(9)		
(10) Value of interest in pooled separate accounts	1c(10)		
(11) Value of interest in master trust investment accounts	1c(11)		
(12) Value of interest in 103-12 investment entities	1c(12)		
(13) Value of interest in registered investment companies (e.g., mutual funds)	1c(13)	2196551	2219943
(14) Value of funds held in insurance company general account (unallocated contracts)	1c(14)		
(15) Other	1c(15)		

		(a) Beginning of Year	(b) End of Year
1d Employer-related investments:			
(1) Employer securities	1d(1)		
(2) Employer real property	1d(2)		
e Buildings and other property used in plan operation	1e		
f Total assets (add all amounts in lines 1a through 1e)	1f	2332541	2342251
Liabilities			
g Benefit claims payable	1g		
h Operating payables	1h	17417	71169
i Acquisition indebtedness	1i		
j Other liabilities	1j		
k Total liabilities (add all amounts in lines 1g through1j)	1k	17417	71169
Net Assets			
l Net assets (subtract line 1k from line 1f)	1l	2315124	2271082

Part II Income and Expense Statement

2 Plan income, expenses, and changes in net assets for the year. Include all income and expenses of the plan, including any trust(s) or separately maintained fund(s) and any payments/receipts to/from insurance carriers. Round off amounts to the nearest dollar. MTIAs, CCTs, PSAs, and 103-12 IEs do not complete lines 2a, 2b(1)(E), 2e, 2f, and 2g.

Income		(a) Amount	(b) Total
a Contributions:			
(1) Received or receivable in cash from: **(A)** Employers	2a(1)(A)	425245	
(B) Participants	2a(1)(B)		
(C) Others (including rollovers)	2a(1)(C)	12	
(2) Noncash contributions	2a(2)		
(3) Total contributions. Add lines **2a(1)(A), (B), (C),** and line **2a(2)**	2a(3)		425257
b Earnings on investments:			
(1) Interest:			
(A) Interest-bearing cash (including money market accounts and certificates of deposit)	2b(1)(A)		
(B) U.S. Government securities	2b(1)(B)	36	
(C) Corporate debt instruments	2b(1)(C)		
(D) Loans (other than to participants)	2b(1)(D)		
(E) Participant loans	2b(1)(E)		
(F) Other	2b(1)(F)		
(G) Total interest. Add lines **2b(1)(A)** through **(F)**	2b(1)(G)		36
(2) Dividends: **(A)** Preferred stock	2b(2)(A)		
(B) Common stock	2b(2)(B)		
(C) Registered investment company shares (e.g. mutual funds)	2b(2)(C)	49678	
(D) Total dividends. Add lines **2b(2)(A)**, **(B)**, and **(C)**	2b(2)(D)		49678
(3) Rents	2b(3)		
(4) Net gain (loss) on sale of assets: **(A)** Aggregate proceeds	2b(4)(A)	858268	
(B) Aggregate carrying amount (see instructions)	2b(4)(B)	847624	
(C) Subtract line **2b(4)(B)** from line **2b(4)(A)** and enter result	2b(4)(C)		10644
(5) Unrealized appreciation (depreciation) of assets: **(A)** Real estate	2b(5)(A)		
(B) Other	2b(5)(B)	-12022	
(C) Total unrealized appreciation of assets. Add lines **2b(5)(A)** and **(B)**	2b(5)(C)		-12022

		(a) Amount	(b) Total
(6) Net investment gain (loss) from common/collective trusts	**2b(6)**		
(7) Net investment gain (loss) from pooled separate accounts	**2b(7)**		
(8) Net investment gain (loss) from master trust investment accounts	**2b(8)**		
(9) Net investment gain (loss) from 103-12 investment entities	**2b(9)**		
(10) Net investment gain (loss) from registered investment companies (e.g., mutual funds)	**2b(10)**		182645
c Other income	**2c**		767
d Total income. Add all **income** amounts in column (b) and enter total	**2d**		657005
Expenses			
e Benefit payment and payments to provide benefits:			
(1) Directly to participants or beneficiaries, including direct rollovers	**2e(1)**	552131	
(2) To insurance carriers for the provision of benefits	**2e(2)**		
(3) Other	**2e(3)**	66854	
(4) Total benefit payments. Add lines **2e(1)** through **(3)**	**2e(4)**		618985
f Corrective distributions (see instructions)	**2f**		
g Certain deemed distributions of participant loans (see instructions)	**2g**		
h Interest expense	**2h**		
i Administrative expenses: **(1)** Professional fees	**2i(1)**	48954	
(2) Contract administrator fees	**2i(2)**		
(3) Investment advisory and management fees	**2i(3)**	11533	
(4) Other	**2i(4)**	21575	
(5) Total administrative expenses. Add lines **2i(1)** through **(4)**	**2i(5)**		82062
j Total expenses. Add all **expense** amounts in column (b) and enter total	**2j**		701047
Net Income and Reconciliation			
k Net income (loss). Subtract line **2j** from line **2d**	**2k**		-44042
l Transfers of assets:			
(1) To this plan	**2l(1)**		
(2) From this plan	**2l(2)**		

Part III Accountant's Opinion

3 Complete lines 3a through 3c if the opinion of an independent qualified public accountant is attached to this Form 5500. Complete line 3d if an opinion is not attached.

a The attached opinion of an independent qualified public accountant for this plan is (see instructions):

(1) [X] Unqualified **(2)** [ ] Qualified **(3)** [ ] Disclaimer **(4)** [ ] Adverse

b Did the accountant perform a limited scope audit pursuant to 29 CFR 2520.103-8 and/or 103-12(d)? [ ] Yes [X] No

c Enter the name and EIN of the accountant (or accounting firm) below:

(1) Name: NOVAK FRANCELLA LLC **(2)** EIN: 61-1436956

d The opinion of an independent qualified public accountant is **not attached** because:

(1) [ ] This form is filed for a CCT, PSA, or MTIA. **(2)** [ ] It will be attached to the next Form 5500 pursuant to 29 CFR 2520.104-50.

Part IV Compliance Questions

4 CCTs and PSAs do not complete Part IV. MTIAs, 103-12 IEs, and GIAs do not complete lines 4a, 4e, 4f, 4g, 4h, 4k, 4m, 4n, or 5. 103-12 IEs also do not complete lines 4j and 4l. MTIAs also do not complete line 4l.

During the plan year:

		Yes	No	Amount
a Was there a failure to transmit to the plan any participant contributions within the time period described in 29 CFR 2510.3-102? Continue to answer "Yes" for any prior year failures until fully corrected. (See instructions and DOL's Voluntary Fiduciary Correction Program.)	**4a**		X	
b Were any loans by the plan or fixed income obligations due the plan in default as of the close of the plan year or classified during the year as uncollectible? Disregard participant loans secured by participant's account balance. (Attach Schedule G (Form 5500) Part I if "Yes" is checked.)	**4b**		X	

			Yes	No	Amount
c	Were any leases to which the plan was a party in default or classified during the year as uncollectible? (Attach Schedule G (Form 5500) Part II if "Yes" is checked.)	4c		X	
d	Were there any nonexempt transactions with any party-in-interest? (Do not include transactions reported on line 4a. Attach Schedule G (Form 5500) Part III if "Yes" is checked.)	4d		X	
e	Was this plan covered by a fidelity bond?	4e	X		500000
f	Did the plan have a loss, whether or not reimbursed by the plan's fidelity bond, that was caused by fraud or dishonesty?	4f		X	
g	Did the plan hold any assets whose current value was neither readily determinable on an established market nor set by an independent third party appraiser?	4g		X	
h	Did the plan receive any noncash contributions whose value was neither readily determinable on an established market nor set by an independent third party appraiser?	4h		X	
i	Did the plan have assets held for investment? (Attach schedule(s) of assets if "Yes" is checked, and see instructions for format requirements.)	4i	X		
j	Were any plan transactions or series of transactions in excess of 5% of the current value of plan assets? (Attach schedule of transactions if "Yes" is checked, and see instructions for format requirements.)	4j	X		
k	Were all the plan assets either distributed to participants or beneficiaries, transferred to another plan, or brought under the control of the PBGC?	4k		X	
l	Has the plan failed to provide any benefit when due under the plan?	4l		X	
m	If this is an individual account plan, was there a blackout period? (See instructions and 29 CFR 2520.101-3.)	4m		X	
n	If 4m was answered "Yes," check the "Yes" box if you either provided the required notice or one of the exceptions to providing the notice applied under 29 CFR 2520.101-3	4n		X	
o	Defined Benefit Plan or Money Purchase Pension Plan Only: Were any distributions made during the plan year to an employee who attained age 62 and had not separated from service?	4o			

5a Has a resolution to terminate the plan been adopted during the plan year or any prior plan year?
If "Yes," enter the amount of any plan assets that reverted to the employer this year ☐ **Yes** ☒ **No** **Amount:**

5b If, during this plan year, any assets or liabilities were transferred from this plan to another plan(s), identify the plan(s) to which assets or liabilities were transferred. (See instructions.)

5b(1) Name of plan(s)	**5b(2)** EIN(s)	**5b(3)** PN(s)

5c If the plan is a defined benefit plan, is it covered under the PBGC insurance program (See ERISA section 4021.)? ☒ Yes ☐ No ☐ Not determined
If "Yes" is checked, enter the My PAA confirmation number from the PBGC premium filing for this plan year 4036491 . (See instructions.)

Part V Trust Information

6a Name of trust

6b Trust's EIN

6c Name of trustee or custodian

6d Trustee's or custodian's telephone number

APPLICATION FOR A PARTITION ORDER FOR
PLASTERERS & CEMENT MASONS LOCAL NO. 94 PENSION FUND
EIN/PN: 23-6445411 / 001

Exhibit 5h
Government Filings

SCHEDULE R (Form 5500)	Retirement Plan Information	OMB No. 1210-0110
Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code). ▶ **File as an attachment to Form 5500.**	**2016** **This Form is Open to Public Inspection.**

For calendar plan year 2016 or fiscal plan year beginning 05/01/2016 and ending 04/30/2017

A Name of plan
PLASTERERS AND CEMENT MASONS LOCAL 94 PENSION FUND

B Three-digit plan number (PN) ▶ 001

C Plan sponsor's name as shown on line 2a of Form 5500
PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

D Employer Identification Number (EIN)
23-6445411

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

1 Total value of distributions paid in property other than in cash or the forms of property specified in the instructions **1**

2 Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s): 23-6445411 _____

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

3 Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year **3** 0

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section of 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)

4 Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)? ..... ☐ **Yes** ☐ **No** ☒ **N/A**

If the plan is a defined benefit plan, go to line 8.

5 If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. **Date:** Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

6 a Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived) **6a**

b Enter the amount contributed by the employer to the plan for this plan year **6b**

c Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount) **6c**

If you completed line 6c, skip lines 8 and 9.

7 Will the minimum funding amount reported on line 6c be met by the funding deadline? ..... ☐ **Yes** ☐ **No** ☐ **N/A**

8 If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change? ..... ☒ **Yes** ☐ **No** ☐ **N/A**

Part III Amendments

9 If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box. ..... ☐ **Increase** ☒ **Decrease** ☐ **Both** ☐ **No**

Part IV ESOPs (see instructions). If this is not a plan described under Section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

10 Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan? ..... ☐ **Yes** ☐ **No**

11 a Does the ESOP hold any preferred stock? ..... ☐ **Yes** ☐ **No**

b If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.) ..... ☐ **Yes** ☐ **No**

12 Does the ESOP hold any stock that is not readily tradable on an established securities market? ..... ☐ **Yes** ☐ **No**

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Schedule R (Form 5500) 2016
v. 160205

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. *Complete as many entries as needed to report all applicable employers.*

a Name of contributing employer MACRI CONCRETE

b EIN 25-1823670 **c** Dollar amount contributed by employer 94560

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month 04 Day 30 Year 2018

e Contribution rate information *(If more than one rate applies, check this box* ☒ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) 9.30
(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer NOVINGER'S INC

b EIN 72-1515465 **c** Dollar amount contributed by employer 87276

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month 04 Day 30 Year 2018

e Contribution rate information *(If more than one rate applies, check this box* ☒ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) 9.30
(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer SHAMOKIN DAM CONSTRUCTION

b EIN 47-5014298 **c** Dollar amount contributed by employer 208085

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month 04 Day 30 Year 2018

e Contribution rate information *(If more than one rate applies, check this box* ☒ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) 9.30
(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer G.M. MCCROSSIN INC.

b EIN 24-0837316 **c** Dollar amount contributed by employer 29924

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month 04 Day 30 Year 2018

e Contribution rate information *(If more than one rate applies, check this box* ☒ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents) 9.30
(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month Day Year

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents)
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer

b EIN **c** Dollar amount contributed by employer

d Date collective bargaining agreement expires *(If employer contributes under more than one collective bargaining agreement, check box* ☐ *and see instructions regarding required attachment. Otherwise, enter the applicable date.)* Month Day Year

e Contribution rate information *(If more than one rate applies, check this box* ☐ *and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)*
(1) Contribution rate (in dollars and cents)
(2) Base unit measure: ☐ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

14 Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a The current year	**14a**	
b The plan year immediately preceding the current plan year	**14b**	
c The second preceding plan year	**14c**	

15 Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	**15a**	101.30
b The corresponding number for the second preceding plan year	**15b**	101.30

16 Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	**16a**	
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	**16b**	

17 If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

18 If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment ☐

19 If the total number of participants is 1,000 or more, complete lines (a) through (c)

a Enter the percentage of plan assets held as:
Stock: _____% Investment-Grade Debt: _____% High-Yield Debt: _____% Real Estate: _____% Other: _____%

b Provide the average duration of the combined investment-grade and high-yield debt:
☐ 0-3 years ☐ 3-6 years ☐ 6-9 years ☐ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more

c What duration measure was used to calculate line 19(b)?
☐ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify):

Part VII IRS Compliance Questions

20a Is the plan a 401(k) plan? If "No," skip b	☐ Yes ☐ No
20b How did the plan satisfy the nondiscrimination requirements for employee deferrals under section 401(k)(3) for the plan year? Check all that apply:	☐ Design-based safe harbor ☐ "Prior year" ADP test ☐ "Current year" ADP test ☐ N/A
21a What testing method was used to satisfy the coverage requirements under section 410(b) for the plan year? Check all that apply:	☐ Ratio percentage test ☐ Average benefit test ☐ N/A
21b Did the plan satisfy the coverage and nondiscrimination requirements of sections 410(b) and 401(a)(4) for the plan year by combining this plan with any other plan under the permissive aggregation rules?	☐ Yes ☐ No

22a If the plan is a master and prototype plan (M&P) or volume submitter plan that received a favorable IRS opinion letter or advisory letter, enter the date of the letter _____/_____/_____ and the serial number _____.

22b If the plan is an individually-designed plan that received a favorable determination letter from the IRS, enter the date of the most recent determination letter _____/_____/_____.

PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

FINANCIAL STATEMENTS

APRIL 30, 2017

PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

FINANCIAL STATEMENTS WITH SUPPLEMENTAL INFORMATION

APRIL 30, 2017 AND 2016

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Novak Francella LLC CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees of the
Plasterers and Cement Masons
Local No. 94 Pension Fund

We have audited the accompanying financial statements of the Plasterers and Cement Masons Local No. 94 Pension Fund (the Plan), which comprise the statements of net assets available for benefits as of April 30, 2017 and 2016, and the related statements of changes in net assets available for benefits for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Plan's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, information regarding the Plan's net assets available for benefits as of April 30, 2017, and changes therein for the year then ended, and its financial status as of April 30, 2016, and changes therein for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Report on Supplemental Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental Schedules of Administrative Expenses, Schedules of Employers' and Reciprocal Contributions, Schedule of Assets Held for Investment Purposes, and Schedule of Reportable (5%) Transactions, together referred to as "supplemental information," are presented for the purpose of additional analysis and are not a required part of the financial statements. The supplemental Schedule of Assets Held for Investment Purposes and Schedule of Reportable (5%) Transactions are supplemental information required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974, as amended. Supplemental information is the responsibility of the Plan's management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Novak Francella LLC

Bala Cynwyd, Pennsylvania
January 2, 2018

Exhibit 5h
Government Filings

Plasterers and Cement Masons Local No. 94 Pension Fund

Statements of Net Assets Available for Benefits

April 30, 2017 and 2016

	2017	2016
Assets		
Investments - at fair value		
Mutual funds	$ 2,219,943	$ 2,196,551
Money market mutual fund	5,848	4,986
Total investments	2,225,791	2,201,537
Receivables		
Employer contributions	59,730	41,032
Reciprocal contributions	-	949
Total receivables	59,730	41,981
Cash	53,046	86,017
Prepaid expenses	3,684	3,006
Total assets	2,342,251	2,332,541
Liabilities and Net Assets		
Liabilities		
Accrued administrative expenses	15,273	9,206
Reciprocal transfers	55,896	8,211
Total liabilities	71,169	17,417
Net assets available for benefits	$ 2,271,082	$ 2,315,124

See accompanying notes to financial statements.

Exhibit 5h
Government Filings

Plasterers and Cement Masons Local No. 94 Pension Fund

Statements of Changes in Net Assets Available for Benefits

Years Ended April 30, 2017 and 2016

	2017	2016
Additions		
Investment income		
Net appreciation (depreciation) in fair value of investments	$ 181,267	$ (78,024)
Interest and dividends	49,714	53,250
	230,981	(24,774)
Less investment expenses	(11,533)	(12,280)
Investment income (loss)	219,448	(37,054)
Employer contributions	425,245	288,370
Reciprocal contributions	12	4,669
Total contributions	425,257	293,039
Securities litigation	767	1,378
Total additions	645,472	257,363
Deductions		
Pension benefits	552,131	514,840
Reciprocal transfers	66,854	28,812
Administrative expenses	70,529	74,516
Total deductions	689,514	618,168
Net decrease	(44,042)	(360,805)
Net assets available for benefits		
Beginning of year	2,315,124	2,675,929
End of year	$ 2,271,082	$ 2,315,124

See accompanying notes to financial statements.

PLASTERERS AND CEMENT MASONS LOCAL NO. 94 PENSION FUND

NOTES TO FINANCIAL STATEMENTS

APRIL 30, 2017 AND 2016

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Method of Accounting - The financial statements are prepared using the accrual basis of accounting.

Investments - The mutual funds and money market mutual fund are carried at fair value as provided by the investment custodian which generally represents the net asset value of the mutual funds as of the last business day of the year.

Contributions Receivable - Contractor contributions due and not paid prior to the year end are recorded as contributions receivable. Allowance for uncollectible accounts is considered unnecessary and is not provided.

Reciprocal Contributions Receivable and Transfers Payable - Reciprocal contributions represent payments made to or payments received from other local pension funds for work performed out of the local union's area of operation.

Actuarial Present Value of Accumulated Plan Benefits - Accumulated plan benefits are those future periodic payments, including lump-sum distributions, that are attributable under the Plan's provisions to the service which employees have rendered. Accumulated plan benefits include benefits expected to be paid to (a) retired or terminated employees or their beneficiaries, (b) beneficiaries of employees who have died, and (c) present employees or their beneficiaries.

Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures in the financial statements. Actual results could differ from those estimates.

Payment of Benefits - Benefit payments to participants are recorded upon distribution.

NOTE 2. DESCRIPTION OF PLAN

The following brief description of the Plasterers and Cement Masons Local No. 94 Pension Fund (the Plan) is provided for general informational purposes only.

The Plan is a multiemployer defined benefit pension plan covering members of the Union representing the participants covered by the Plasterers and Cement Masons Local No. 94 Pension Fund and all employees whose employment is in a capacity which provides for contributions to the Trust of the Plan. It is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.

The Plan was established in May 1967 as a result of collective bargaining to provide retirement benefits for eligible members.

A synopsis of the Plan's main provisions follows:

Normal Retirement Pension Benefits: An eligible participant who has attained age 65, who has five (5) or more credited vesting service years, and who made written application for a normal retirement pension is entitled to receive a monthly normal retirement pension benefit equal to $10.00 multiplied by the number of years of credited service before May 1, 1982, $77.50 multiplied by the number of years of credited service after May 1, 1982 but before May 1, 2013, and $33.00 multiplied by the number of years of credited service after May 1, 2013. The participant may take an election from various optional forms of benefits and duration of benefits as provided for in the plan of benefits.

Early Retirement Pension benefits: An eligible participant who has attained age 55, who has fifteen (15) or more years of credited service, and who has made written application for an early retirement pension is entitled to early retirement pension benefits at a reduced monthly benefit.

Disability Pension Benefits: A disabled participant who is totally and permanently disabled, whose disability has continued for six months and the disability is expected to last at least twelve months or result in death, who has completed five or more years of credited service, and who has made written application for disability pension is entitled to disability pension benefits. Effective March 15, 2017, this benefit is no longer available to participants.

Pre-retirement Death Benefits - Participant not Eligible for Normal Retirement: If a participant dies after completing five vesting service years or five years of benefit service, his or her spouse will receive a death benefit in the form of a monthly pension equal to 50% of the amount the participant would have received under normal retirement provisions. The payments would continue as long as the spouse lives.

Pre-retirement Death Benefits - Participant Eligible for Normal Retirement: If a participant dies after becoming eligible for normal retirement, his or her spouse will receive a benefit in the form of a monthly pension equal to 50% of the amount the participant would have received had he or she retired on the day prior to his or her death on a husband-wife pension. The payments would continue as long as the spouse lives.

Participants should refer to the summary plan description for more complete information.

NOTE 3. PRIORITIES UPON TERMINATION

It is the intent of the Trustees to continue the Plan in full force and effect; however, the right to discontinue the Plan is reserved to the Trustees. Termination shall not permit any part of Plan assets to be used for or diverted to purposes other than the exclusive benefit of the pensioners, beneficiaries, and participants. In the event of termination, the net assets of the Plan will be allocated to pay benefits in priorities as prescribed by ERISA and its related regulations. Whether or not a particular participant will receive full benefits should the Plan terminate at some future time will depend on the sufficiency of the Plan's net assets at that time and the priority of those benefits.

In addition, certain benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC) if the Plan terminates. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits, and certain disability and survivor's pensions. The PBGC does not guarantee all types of benefits and the amount of any individual participant's benefit protection is subject to certain limitations, particularly with respect to benefit increases as a result of plan amendments in effect for less than five years. Some benefits may be fully or partially provided for, while other benefits may not be provided at all.

NOTE 4. TAX STATUS

The Plan obtained its latest determination letter on September 2, 2015, in which the Internal Revenue Service stated that the Plan, as then designed, was in compliance with the applicable requirements under Section 401(a) of the Internal Revenue Code and was, therefore, exempt from Federal income taxes under the provision of Section 501(a). The Plan has been amended since receiving the determination letter; however, the Plan administrator and the Plan's tax counsel believe that the Plan is currently designed and being operated in compliance with the applicable requirements of the Internal Revenue Code.

Accounting principles generally accepted in the United States of America require Plan management to evaluate tax positions taken by the Plan and recognize a tax liability if the Plan has taken an uncertain position that, more likely than not, would not be sustained upon examination by U.S. Federal, state or local taxing authorities. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. Typically, plan tax years will remain open for three years; however, this may differ depending on the circumstances of the plan.

NOTE 5. FUNDING POLICY

The Plan is funded by contributions determined, from time to time, under a collective bargaining agreement between the union and the employers. The collective bargaining agreement requires contributions to the Plan at fixed rates per hour for wages paid.

NOTE 5. FUNDING POLICY (continued)

Funding for the plan years ended April 30, 2017 and 2016 did not match the ERISA minimum funding requirement. However, because the Plan was certified to be in critical status for those years and because the Plan has met the requirements of Critical Status Plan, there are no adverse repercussions on account of the failure to meet minimum funding requirements.

Hourly employer contribution rates in effect for the years ended April 30, 2017 and 2016 were as follows:

	2017	2016
Regular hours	$ 9.30	$ 9.30
Overtime hours	13.95	13.95
Double time hours	18.60	18.60

Beginning October 1, 2010, a $0.40/hour surcharge was applied to employers. This serves as an additional employer contribution amount.

An Automatic Surcharge of 5% during the initial year of the Amended Rehabilitation Plan, and 10% in subsequent years, shall be imposed upon any employer who fails to adopt a collective bargaining agreement consistent with the Default Schedule as required by the Amended Rehabilitation Plan. If the Default Schedule is imposed, a surcharge will be assessed consistent with the Pension Protection Act.

NOTE 6. ACTUARIAL INFORMATION

Actuarial valuations of the Plan were made by a consulting actuary as of May 1, 2016 and 2015. Information in the reports included the following:

	2016	2015
Actuarial present value of accumulated plan benefits:		
Vested benefits:		
Participants and beneficiaries currently receiving benefits	$ 4,544,105	$ 4,379,878
Other participants	1,351,191	1,005,312
Total	5,895,296	5,385,190
Nonvested benefits	63,139	120,374
Total actuarial present value of accumulated plan benefits	$ 5,958,435	$ 5,505,564

NOTE 6. ACTUARIAL INFORMATION (continued)

As reported by the actuary, the changes in the present value of accumulated plan benefits during the years ended April 30, 2016 and 2015 were as follows:

	2016	2015
Actuarial present value of accumulated plan benefits at beginning of year	$ 5,505,564	$ 5,628,074
Change during the year attributable to:		
Benefits accumulated, net experience gain or loss and changes in data	66,303	3,984
Interest	393,611	402,802
Benefits paid	(514,840)	(514,756)
Assumption change	507,797	(14,540)
Net increase (decrease)	452,871	(122,510)
Actuarial present value of accumulated plan benefits at end of year	$ 5,958,435	$ 5,505,564

The actuarial valuations were made using the Unit Credit Cost Method of 2016 and the Attained Age Normal Cost Method for 2015. Some of the significant actuarial assumptions and changes in assumptions used in the valuations as of May 1, 2016 and 2015 are as follows:

	2016	2015
Interest rates:		
RPA ’94 current liability	3.22% per year	3.37% per year
All other purposes	7.00% per year	7.50% per year
Healthy Lives Mortality	RP-2014 Blue Collar Table projected generationally with MP-2016 improvement scale starting from 2014.	RP-2000 Blue Collar Table, projected to 2011 with Scale AA.
RPA ’94 Mortality: (Healthy and Disabled Lives)	RP-2000 Table	RP-2000 Table
Administrative expenses:	$60,000 per year	$60,000 per year
Withdrawal:	Rates vary by age.	
Disability:	SOA 1987 Group LTD Table – Males, 6 month elimination	

NOTE 6. ACTUARIAL INFORMATION (continued)

Retirement:	Rates of retirement for participants eligible to retire Age 55-61 - 5% Age 62 - 50% Age 63 - 20% Age 64 - 20% Age 65+ - 100%

The above actuarial assumptions are based on the presumption that the Plan will continue. Were the Plan to terminate, different actuarial assumptions and other factors might be applicable in determining actuarial results. Pension benefits in excess of the present assets of the Plan are dependent upon contributions received under collective bargaining agreements with employers and income from investments.

There were three changes in the actuarial basis from the prior year:

The prescribed interest rate for RPA ’94 Current Liability purposes was changed from 3.37% to 3.22%.

The prescribed interest rate for valuation purposes was changed from 7.50% to 7.00%.

The prescribed morality assumption for RPA ’94 Current Liability purposes was changed from the RP-2000 Table for 2015 valuation dates to the RP-2000 Table for 2016 valuation dates, with combined rates for annuitants and non-annuitants.

Assumed retirement age for termination vested participants was changed from age 64 to age 65.

Beginning with the May 1, 2016 valuation, the actuarial cost method was changed from the Attained Age Normal to Traditional Unit Credit.

The healthy lives mortality assumption was changed from the RP-2000 Blue Collar Table, projected to 2011 with Scale AA to the RP-2014 Blue Collar Table projected generationally with MP-2016 improvement scale starting from 2014.

Since information on the actuarial present value of accumulated plan benefits as of April 30, 2017, and the changes therein for the year then ended are not included above, these financial statements do not purport to present a complete presentation of the financial status of the Plan as of April 30, 2017 and the changes in its financial status for the year then ended, but a presentation of the net assets available for benefits and the changes therein as of and for the year ended April 30, 2017. The complete financial status is presented as of April 30, 2016.

NOTE 6. ACTUARIAL INFORMATION (continued)

Under the Pension Protection Act of 2006, the Plan is required to provide an actuarial certification as to its funded status. As of May 1, 2010, the actuary reported that the Plan is in critical status and the Plan will develop a Rehabilitation Plan. On March 25, 2011, a Rehabilitation Plan was adopted by the Board of Trustees. The Rehabilitation Plan was amended on October 21, 2011, again on February 26, 2013, on November 14, 2014, November 13, 2015, February 17, 2017 and August 18, 2017 and the Trustees concluded that the Fund cannot reasonably be expected to emerge from critical status by the end of the rehabilitation period. The Rehabilitation Plan sets forth revised contribution and benefit structures. As of July 28, 2017, the date of the most recent Actuarial Certification, the Plan is in critical and declining status.

NOTE 7. FAIR VALUE MEASUREMENTS

The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). The three levels of the fair value hierarchy are described as follows:

Basis of Fair Value Measurement:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Level 2 - Inputs to the valuation methodology include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques maximize the use of relevant observable inputs and minimize the use of unobservable inputs.

NOTE 7. FAIR VALUE MEASUREMENTS (continued)

	Fair Value Measurements at April 30, 2017			
	Total	Level 1	Level 2	Level 3
Money market mutual fund	$ 5,848	$ 5,848	$ -	$ -
Equity mutual funds	1,529,082	1,529,082	-	-
Fixed income mutual funds	690,861	690,861	-	-
Total	$ 2,225,791	$ 2,225,791	$ -	$ -

The availability of observable market data is monitored to assess the appropriate classification of financial instruments within the fair value hierarchy. Changes in economic conditions or model-based valuation techniques may require the transfer of financial instruments from one fair value level to another. In such instances, the transfer is reported at the beginning of the reporting period.

For the years ended April 30, 2017, and 2016 there were no transfers in or out of levels 1, 2, or 3.

	Fair Value Measurements at April 30, 2016			
	Total	Level 1	Level 2	Level 3
Money market mutual fund	$ 4,986	$ 4,986	$ -	$ -
Equity mutual funds	1,422,865	1,422,865	-	-
Fixed income mutual funds	773,686	773,686	-	-
Total	$ 2,201,537	$ 2,201,537	$ -	$ -

NOTE 8. RISKS AND UNCERTAINTIES

The Plan invests in various investments. Investments are exposed to various risks such as interest rate, market, sector and credit risks. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the Statements of Net Assets Available for Benefits.

The actuarial present value of accumulated plan benefits is reported based on certain assumptions pertaining to interest rates, inflation rates, and participant demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statement disclosures.

NOTE 9. SIGNIFICANT EMPLOYERS

Three employers contributed approximately 49%, 22% and 21% of total employer and reciprocal contributions for the year ended April 30, 2017. Two employers contributed approximately 46% and 34% of total employer and reciprocal contributions for the year ended April 30, 2016.

NOTE 10. SUBSEQUENT EVENTS

The Plan has evaluated subsequent events through January 2, 2018, the date the financial statements were available to be issued, and they have been evaluated in accordance with relevant accounting standards.

Exhibit 5h
Government Filings

SUPPLEMENTAL INFORMATION

Exhibit 5h
Government Filings

Plasterers and Cement Masons Local No. 94 Pension Fund

Schedules of Administrative Expenses

Years Ended April 30, 2017 and 2016

	2017	2016
Actuarial	$ 18,302	$ 31,827
Legal	10,841	5,093
Accounting and auditing	19,811	17,433
Administrative	9,524	9,433
Bonding and insurance	7,367	6,685
Printing, postage, and telephone	2,526	1,351
Other	2,158	2,694
Total administrative expenses	$ 70,529	$ 74,516

Exhibit 5h
Government Filings

Plasterers and Cement Masons Local No. 94 Pension Fund

Schedules of Employers' and Reciprocal Contributions

Years Ended April 30, 2017 and 2016

	2017	2016
Bricklayers and Allied Crafts Local 8	$ -	$ 1,360
Cement Masons Local 592	897	-
G M McCrossin Inc.	29,924	28,716
Hi Way Paving Inc.	-	17,417
Macri Concrete, Inc.	94,560	99,410
Novinger's, Inc.	87,276	132,169
Pazitta Enterprises	4,805	-
Plasterers Local 233	(885)	3,309
S.S. Gill Company	-	335
Shamokin Dam Construction	208,085	9,765
Stone & Webster Construction	595	558
Total	$ 425,257	$ 293,039

Exhibit 5h
Government Filings

Plasterers and Cement Masons Local No. 94 Pension Fund

Schedule of Assets Held for Investment Purposes

April 30, 2017

(a)	(b)	(c)				(d)	(e)
	Issuer, Borrower	Description of Investment Including Maturity Date, Rate of Interest, Collateral, Par or Maturity Value				Cost	Current Value
		Type	Shares/ Principal	Interest Rate	Maturity Date		
		Mutual funds:					
	Baird Core Plus Bond Fund		20,402			$ 227,163	$ 227,488
	Johcm International Select I		7,539			138,376	152,438
	Metropolitan West Tr Bond I		16,210			173,732	172,311
	Oppenheimer Intl Small Mid Co Yield		1,861			67,733	78,704
	T Rowe Price Dividend Growth I		2,053			75,984	81,180
	Vanguard High Yield Corporate Admiral		10,640			60,205	63,094
	Vanguard International Value		3,691			120,642	129,961
	Vanguard Intm Term Inv G		23,333			230,403	227,968
	Vanguard Small Cap Index		1,578			90,859	101,628
	Vanguard Total Stock Market Index		13,905			648,595	829,853
	Vanguard Total Int ST Index Admiral		5,706			145,300	155,318
		Total mutual funds				1,978,992	2,219,943
		Money market mutual fund:					
	First American Gov't Obligation Fund Cl Z		5,848			5,848	5,848
		Total investments				$ 1,984,840	$ 2,225,791

Exhibit 5h
Government Filings

Plasterers and Cement Masons Local No. 94 Pension Fund

Schedule of Reportable (5%) Transactions

Year Ended April 30, 2017

(a)	(b)	(c)	(d)	(g)	(h)	(i)
	Description of Assets	Purchase Price	Selling Price	Cost of Asset	Value of Asset on the Transaction Date	Net Gain (Loss)
	Baird Core Plus Bond Fund	$ 72,221	N/A	N/A	$ 72,221	N/A
	Baird Core Plus Bond Fund	N/A	$ 60,046	$ 58,459	60,046	$ 1,587
	First American Government Obligation Fund	597,423	N/A	N/A	597,423	N/A
	First American Government Obligation Fund	N/A	596,560	596,560	596,560	-
	Vanguard Dividend Growth Fund IV	37,007	N/A	N/A	37,007	N/A
	Vanguard Dividend Growth Fund IV	N/A	265,457	244,090	265,457	21,367
	Vanguard Intm Term Inv G	78,548	N/A	N/A	78,548	N/A
	Vanguard Intm Term Inv G	N/A	47,824	45,141	47,824	2,683
	Vanguard Total ST Index Admiral	150,094	N/A	N/A	150,094	N/A
	Vanguard Total ST Index Admiral	N/A	5,000	4,794	5,000	206
	Vanguard Total Stock Market Index	127,041	N/A	N/A	127,041	N/A
	Vanguard Total Stock Market Index	N/A	86,800	70,753	86,800	16,047
	Vanguard Developed Markets Index	2,276	N/A	N/A	2,276	N/A
	Vanguard Developed Markets Index	N/A	175,230	195,825	175,230	(20,595)

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment F to 2016 Schedule MB of Form 5500
Schedule MB, Line 6 – Summary of Plan Provisions

The following is a brief summary of principal plan provisions as in effect on the valuation date. Plan provisions which apply infrequently or to a limited group of participants may be omitted from this summary. The plan document will govern if there is any discrepancy with this summary.

Effective Date May 1, 1967. Amended and restated effective November 13, 2015.

Participation Date Each Employee (including leased employees) shall become a Participant upon commencement of work in Covered Employment during a Plan Year.

Definitions

Covered Employment Employment under the terms of a collective bargaining agreement or participation agreement.

Credited Service As of any given date, the sum of (i) and (ii) below:

(i) Credited Service as of April 30, 1996 under the terms and provisions of the Plan as in effect on that date.

(ii) For Plan Years beginning on or after May 1, 1996, 1/20th of a year is credited for each 70 hours of Covered Employment in a Plan Year. Less than 280 hours during a Plan Year receives no credit.

Vesting Service As of any given date, the sum of (i) and (ii) below:

(i) Vesting Service as of April 30, 1996 under the terms and provisions of the Plan as in effect on that date.

(ii) For Plan Years beginning on or after May 1, 1996, one year of vesting service is credited for each Plan Year in which a Participant receives 1,000 or more hours of Covered Employment. 1/20th of a year is credited for each 70 hours of Covered Employment in a Plan Year. Less than 280 hours during a Plan Year receives no credit.

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment F to 2016 Schedule MB of Form 5500
Schedule MB, Line 6 – Summary of Plan Provisions
(Continued)

Normal Retirement

Eligibility

Age requirement: 65
Service requirement: 5 years since date of first participation.

Benefit

A monthly benefit equal to the sum of (i), (ii) and (iii) below:

(i) The product of (A) and (B) below:

(A) $10.00, and

(B) Years of Credited Service determined as of April 30, 1982.

(ii) The product of (A) and (B) below:

(A) $77.50, and

(B) Years of Credited Service from May 1, 1982 through April 30, 2013.

(iii) The product of (A) and (B) below:

(A) $33.00, and

(B) Years of Credited Service after May 1, 2013.

Early Retirement

Eligibility

Attainment of age 55 and completion of fifteen years of Credited Service.

Benefit

The Normal Retirement Benefit described above reduced by 1/200th (0.5%) for each full month that the benefit commencement date precedes the Participant's Normal Retirement Date. The monthly reduction was 1/360th for retirements prior to May 1, 2013.

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment F to 2016 Schedule MB of Form 5500
Schedule MB, Line 6 – Summary of Plan Provisions
(Continued)

Vested Termination

Eligibility	Participants who terminate after completing five or more years of Credited Service.
Benefit	A deferred pension to commence on normal retirement date, based on Credited Service on the date of termination. A Participant may elect to receive his or her pension beginning on or after age 55 and completion of fifteen years of Credited Service, reduced by 1/200th (0.5%) for each full month that commencement precedes age 65. The monthly reduction was 1/360th for retirements prior to May 1, 2013.

Disability Retirement

Eligibility	Five years of Credited Service and disability continues for six months.
Benefit	The Normal Retirement Benefit payable without reduction for commencement prior to Normal Retirement Date.

Pop-Up Benefit

Eligibility	A person who retires with a Normal or Early Retirement Pension and in the form of Joint and Survivor Annuity and who is predeceased by his or her spouse.
Benefit	The pension amount will be increased to the amount that would have been payable in the single life form of pension.

Pre-Retirement Death Benefit

Eligibility	Participant dies after completing 5 years of Credited Service, but before Normal Retirement Age.
Benefit	Surviving spouse receives a lifetime monthly pension equal to 50% of the benefit that would be payable if the Participant would have retired with a 50% Joint and Survivor Pension on the day prior to death, reduced for payment prior to Normal Retirement Date.

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment F to 2016 Schedule MB of Form 5500
Schedule MB, Line 6 – Summary of Plan Provisions
(Continued)

Post-Disability Retirement Death Benefit

Eligibility	Death of retiree in receipt of disability pension.
Benefit	50% of the participant's pension is paid to the Surviving Spouse for life or to minor child (children) until age 18.

Normal and Optional Forms of Payment

Retirement benefits under the plan are payable in six forms:

- Straight Life Option *(Normal Form for non-married Participants)*
- Five Year Certain and Continuous Option
- Ten Year Certain and Continuous Option
- Joint and 50% Survivor Option *(Normal Form for married Participants)*
- Joint and 75% Survivor Option
- Joint and 100% Survivor Option

Disability benefit payable as Straight Life Option only

Actuarial Equivalence The normal form of pension is payable for the lifetime of the Participant. Optional forms of payment are payable with actuarial adjustments outlined in Appendix A of the Plan document. Lump sums are determined based on IRC Section 417(e)(3) applicable interest rates (with 2-month look back) and mortality table.

Changes to the Plan of Benefits

There were no changes to the plan of benefits since the prior valuation.

Future Changes to the Plan of Benefits

The following changes will be reflected in the May 1, 2017 Valuation:

- Effective March 15, 2017, the Disability Benefit and Post-Disability Retirement Death Benefit were eliminated. Participants who became Disabled before March 15, 2017 will still be eligible for the Post-Disability Death Benefit.
- Effective March 15, 2017, the Pop-Up Benefit will be eliminated for Participants who elect a Joint and Survivor Annuity.

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment F to 2016 Schedule MB of Form 5500
Schedule MB, Line 6 – Summary of Plan Provisions
(Continued)

Employer Contributions

Employers make contributions to fund the plan in accordance with the terms of collective bargaining agreements. Employee contributions are neither required nor permitted. The hourly contribution rates are as follows:

Period	Hourly Rate
5/1/2006-4/30/2007	$4.60
5/1/2007-4/30/2008	$5.60
5/1/2008-4/30/2009	$6.10
5/1/2009-4/30/2010	$7.10
5/1/2010-4/30/2012	$8.10
5/1/2012-4/30/2014	$9.10
5/1/2014 and later	$9.30

Exhibit 5h
Government Filings

THE FINANCIAL STATEMENTS WILL BE PLACED IN THE ATTACHMENT FOR THE ACCOUNTANT'S OPINION

Exhibit 5h
Government Filings

SEE ACCOUNTANT'S OPINION FOR SCHEDULE
OF ASSETS HELD

Exhibit 5h
Government Filings

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment G to 2016 Schedule MB of Form 5500
Schedule MB, Line 8b(2) – Schedule of Active Participant Data

	Years of Credited Service										
Attained Age	**Under 1**	**1 to 4**	**5 to 9**	**10 to 14**	**15 to 19**	**20 to 24**	**25 to 29**	**30 to 34**	**35 to 39**	**40 & Up**	**Totals**
Under 25	0	0	0	0	0	0	0	0	0	0	0
25 to 29	2	0	0	0	0	0	0	0	0	0	2
30 to 34	1	2	0	0	0	0	0	0	0	0	3
35 to 39	0	1	0	0	0	0	0	0	0	0	1
40 to 44	1	0	2	0	0	0	0	0	0	0	3
45 to 49	1	1	0	0	0	3	0	0	0	0	5
50 to 54	1	0	1	0	1	0	2	0	0	0	5
55 to 59	2	0	0	0	1	0	1	0	0	0	4
60 to 64	0	1	0	1	0	0	0	0	0	0	2
65 to 69	0	0	0	0	0	0	0	0	0	0	0
70 & Up	0	0	0	0	0	0	0	0	0	0	0
Total	8	5	3	1	2	3	3	0	0	0	25

Average Age: 46.6

Average Service: 12.5

Exhibit 5h
Government Filings

ACTUARIAL CERTIFICATION OF PLAN STATUS UNDER IRC SECTION 432

To:	**The Secretary of the Treasury**	**The Plan Sponsor**
	Internal Revenue Service Employee Plans Compliance Unit Group 7602 (TEGE:EP:EPCU) 230 S. Dearborn Street Room 1700 – 17th Floor Chicago, IL 60604	Board of Trustees, Plasterers and Cement Masons Local No. 94 Pension Plan c/o PATH Administrators 4785 Linglestown Road Harrisburg, PA 17112 (717) 671-8551
Plan Identification:	Plan Name:	Plasterers and Cement Masons Local No. 94 Pension Plan
	EIN/PN:	23-6445411/001
	Plan Sponsor:	See Above
	Certification for Plan Year:	May 1, 2016 – April 30, 2017
Information on Plan Status:	The Plan is in critical and declining status for the Plan Year referenced above. The Plan is projected to be in critical status for at least one of the succeeding 5 Plan Years.	
Enrolled Actuary Identification:	Name:	James J. McKeogh, F.S.A.
	Address:	The McKeogh Company Four Tower Bridge, Suite 225 200 Barr Harbor Drive West Conshohocken, PA 19428
	Telephone Number:	484-530-0692
	Enrollment Identification Number:	14-2963

I hereby certify that, to the best of my knowledge, the information provided in this certification is complete and accurate.

This certification is intended to comply with the requirements of IRC Section 432(b)(3) and proposed regulation §1.432(b)-1(d).

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Plasterers and Cement Masons' Union Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment B to 2016 Schedule MB of Form 5500
Schedule MB, Line 4a – Illustration Supporting Actuarial Certification of Status

Actuarial Certification for the 2016 Plan Year

Attached is a copy of the actuarial certification of the status of the Plasterers and Cement Masons' Union Local 94 Pension Plan under IRC Section 432 for the Plan Year beginning May 1, 2016 and ending April 30, 2017.

The McKeogh Company

VIA OVERNIGHT MAIL

July 29, 2016

Board of Trustees
Plasterers and Cement Masons Local No. 94
Pension Plan
c/o PATH Administrators
4785 Linglestown Road
Harrisburg, PA 17112

The Secretary of the Treasury
c/o Internal Revenue Service
Employee Plans Compliance Unit
Group 7602 (TEGE:EP:EPCU)
230 S. Dearborn Street
Room 1700 – 17th Floor
Chicago, IL 60604

Dear Trustees and Secretary of the Treasury:

ACTUARIAL CERTIFICATION FOR THE 2016 PLAN YEAR

Attached is the actuarial certification of the status of the Plasterers and Cement Masons Local No. 94 Pension Plan under IRC Section 432 for the Plan Year beginning May 1, 2016 and ending April 30, 2017. This certification is intended to comply with the requirements of IRC Section 432(b)(3) and proposed regulation §1.432(b)-1(d).

Plan Status

The Plan is in critical and declining status for the Plan Year beginning May 1, 2016 for purposes of Section 305 of ERISA and Section 432 of the Internal Revenue Code. The plan is projected to be in critical status for at least one of the succeeding 5 Plan Years. Details of the certification tests are attached in a separate exhibit.

The Plan was first certified to be in critical status for the Plan Year beginning May 1, 2010. The Trustees adopted a Rehabilitation Plan on March 25, 2011 that called for reductions in benefits and increases in the hourly contribution rate. The rehabilitation period began May 1, 2011 and was scheduled to end on April 30, 2021. On October 31, 2011, the Trustees amended the Rehabilitation Plan to further increase employer contributions. The Trustees also determined that based on economic conditions and other assumptions, the Fund would never emerge from Critical Status. The Rehabilitation Plan was therefore modified to forestall insolvency. On February 26, 2013, the Trustees amended the Rehabilitation Plan to further reduce benefits. On November 14, 2014, the Trustees amended the Rehabilitation Plan to further increase employer contributions.

As of the date of this certification, the Trustees believe they have taken all reasonable steps to forestall insolvency including the adoption and implementation of a Rehabilitation Plan which eliminated adjustable benefits and increased contributions.

Because the Plan is in critical and declining status, the Trustees must notify participants, beneficiaries, bargaining parties, PBGC and Secretary of Labor of the Plan's status within 30 days of the date of this certification.

Four Tower Bridge • Suite 225 • 200 Barr Harbor Drive • West Conshohocken, PA 19428 • Phone: (484) 530-0692 • Facsimile: (484) 530-0713

Funded Percentage

The funded percentage is measured by the actuarial value of assets divided by the present value of accrued benefits (determined using funding assumptions). The funded percentage as of May 1, 2016 for certification purposes is 49.2% (= $2,658,000 ÷ $5,407,000).

Projection of Credit Balance

The Funding Standard Account Credit Balance is a measure of compliance with ERISA's minimum funding standards. If contributions exceed the minimum required, the credit balance will tend to grow. The credit balance will be reduced when contributions are less than the minimum required (before taking into account the credit balance). However, short-term fluctuations are not indicative of long-term trends. Consequently, a projection of 15-20 years is more informative as to the long-term health of the plan.

The projection of the credit balance shown on the attached exhibit shows a funding deficiency (negative credit balance) during the current plan year (May 1, 2016 through April 30, 2017).

Assumptions

The Plan's assets, liabilities and funding standard account credit balance were projected forward from the preliminary May 1, 2015 valuation for certification purposes based on the following:

- May 1, 2016 market value of assets of approximately $2,307,000 from unaudited financial information provided by the Fund Administrator.
- Preliminary employer contributions of $252,430 for the Plan Year that ended April 30, 2016, based on unaudited financial information provided by the Fund Administrator.
- Benefit payments of $514,840 for the year ending April 30, 2016, based on unaudited financial information provided by the Fund Administrator.
- All Plan assumptions other than the May 1, 2015 – April 30, 2016 investment return were met during the projection period including specifically that the Plan assets earn 7.5% per year (net of investment expenses) on a market value basis beginning May 1, 2016.
- Future benefit payments are based on an open group projection, reflecting the May 1, 2015 census data and draft valuation and assuming the active population remains level in future years. Future new hires are assumed to have demographics equal to new hires from the prior plan year. The resulting benefit payments are expected to be $496,000 during the plan year beginning May 1, 2016, gradually decreasing to $423,000 during the plan year beginning May 1, 2025, and then fluctuating by -3% to 6% per year to $452,000 in the plan year beginning May 1, 2035.
- Administrative expenses of $60,000 per year starting May 1, 2016 and increasing 2% per year.
- The hourly contribution rate of $9.30 is assumed to remain level for all subsequent Plan Years.

- Activity in the industry (including future covered employment and contribution levels) is based upon information provided by the plan sponsor. Covered employment, as measured by the number of expected annual contribution hours worked, is projected to be 21,000 per year beginning May 1, 2016.
- Election made by the Trustees on May 31, 2011 under the Pension Relief Act of 2010 to:
  - Change the asset valuation method in a manner which spreads the difference between expected and actual returns for the May 1, 2008 - April 30, 2009 Plan Year over a period of 10 years, and
  - Change the asset valuation method in a manner which provides that the May 1, 2009 value of Plan Assets shall not be less than 80 percent or greater than 130 percent of the fair market value of such assets at such time.
- Current differences between the market value of assets and the actuarial value of assets are phased in during the projection period in accordance with the regular operation of the asset valuation method.
- The active population as a whole will have similar demographic characteristics from year to year; the active plan participant count is assumed to remain level.

The determination of whether the plan is (i) in critical and declining status, (ii) is projected to be in critical status within the succeeding 5 years, and (iii) making scheduled progress in meeting the requirements of the rehabilitation plan were all based on the above assumptions.

This certification is for the Plan Year beginning May 1, 2016 and ending April 30, 2017 only. Actual future valuation results will differ from projected valuation results to the extent that future experience deviates from the above assumptions.

In my opinion, the projections are based on reasonable actuarial estimates, assumptions and methods that, other than the projected industry activity supplied by the Trustees, offer my best estimate of anticipated experience under the Plan.

Sincerely,

James J. McKeogh, F.S.A.

JJM:bv
Enclosures
cc (w/enclosures): Keith Maselli, Plan Administrator
Charles Johnston, Esquire, Fund Counsel
Kathleen Jackson, CPA, Fund Auditor

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Exhibit 5h
Government Filings

ACTUARIAL CERTIFICATION OF PLAN STATUS UNDER IRC SECTION 432

To:	**The Secretary of the Treasury**	**The Plan Sponsor**
	Internal Revenue Service Employee Plans Compliance Unit Group 7602 (TEGE:EP:EPCU) 230 S. Dearborn Street Room 1700 – 17th Floor Chicago, IL 60604	Board of Trustees, Plasterers and Cement Masons Local No. 94 Pension Plan c/o PATH Administrators 4785 Linglestown Road Harrisburg, PA 17112 (717) 671-8551
Plan Identification:	Plan Name:	Plasterers and Cement Masons Local No. 94 Pension Plan
	EIN/PN:	23-6445411/001
	Plan Sponsor:	See Above
	Certification for Plan Year:	May 1, 2016 – April 30, 2017
Information on Plan Status:	The Plan is in critical and declining status for the Plan Year referenced above. The Plan is projected to be in critical status for at least one of the succeeding 5 Plan Years.	
Enrolled Actuary Identification:	Name:	James J. McKeogh, F.S.A.
	Address:	The McKeogh Company Four Tower Bridge, Suite 225 200 Barr Harbor Drive West Conshohocken, PA 19428
	Telephone Number:	484-530-0692
	Enrollment Identification Number:	14-2963

I hereby certify that, to the best of my knowledge, the information provided in this certification is complete and accurate.

This certification is intended to comply with the requirements of IRC Section 432(b)(3) and proposed regulation §1.432(b)-1(d).

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APPLICATION FOR A PARTITION ORDER FOR
PLASTERERS & CEMENT MASONS LOCAL NO. 94 PENSION FUND
EIN/PN: 23-6445411 / 001

Exhibit 5h
Government Filings

Plasterers and Cement Masons Local No. 94
Pension Plan

Certification Tests for the Plan Year Beginning in 2016

A. Critical Status (Red Zone) Tests

FALSE 1. 6-Year Projection of Benefit Payments
- TRUE a. Funded percentage < 65%, ***and***
- FALSE b. Present value of 7 years of projected benefit payments and expenses greater than sum of market value of assets plus present value of 7 years of projected contributions

TRUE 2. Short Term Funding Deficiency (not taking automatic extensions into account)
- TRUE a. Funding deficiency for current year, ***or***
- FALSE b. FALSE (i) Funded percentage is > 65%, ***and***
  - FALSE (ii) Projected funding deficiency in any of 3 succeeding plan years, ***or***
- FALSE c. TRUE (i) Funded percentage is <= 65%, ***and***
  - FALSE (ii) Projected funding deficiency in any of 4 succeeding plan years

TRUE 3. Contributions less than Normal Cost Plus Interest
- TRUE a. Present value of current year expected contributions less than sum of unit credit normal cost plus interest on excess if any of unit credit accrued liability less actuarial value of assets, ***and***
- TRUE b. Present value of nonforfeitable benefits for inactive participants is greater than the present value of nonforfeitable benefits for active participants, ***and***
- TRUE c. Funding deficiency projected for current or any of 4 succeeding plan years (no extensions)

FALSE 4. 4-Year Projection of Benefit Payments
- FALSE a. Present value of 5 years of projected benefit payments and expenses greater than sum of market value of assets plus present value of 5 years of expected contributions

TRUE 5. Failure to Meet (Regular) Emergence Criteria
- TRUE a. In Critical Status for immediately preceding year, ***and either (b) or (c)***
- TRUE b. Projected funding deficiency for current or any of 9 succeeding plan years (***with*** any extensions)
- TRUE c. Projected insolvency within 30 succeeding plan years

FALSE 6. Election to be in Critical Status
- TRUE a. Projected to be In Critical Status in any of 5 succeeding years, ***and***
- FALSE b. Plan sponsor elected Critical Status for current year?

FALSE **Plan in Critical Status (Red Zone - meets either (b) or (c) but not (a))?**
- FALSE a. Pass Special Emergence Rule for a plan with an automatic extension of amortization periods?
  - FALSE (i) Plan has an automatic extension of amortization periods, ***and***
  - TRUE (ii) Plan in Critical Status for immediately preceding plan year, ***and***
  - FALSE (iii) No projected funding deficiency for current or any of 9 succeeding plan years (***with*** any extensions), ***and***
  - FALSE (iv) No projected insolvency within 30 succeeding plan years
- FALSE b. Pass reentry criteria for a plan that emerged from Critical Status using Special Emergence Rule (see (a) above)?
  - FALSE (i) Plan NOT in Critical Status for immediately preceding plan year, ***and***
  - FALSE (ii) Used special emergence rule for plans w/ automatic extensions of amort periods, ***and either (iii) or (iv)***
  - TRUE (iii) Projected funding deficiency for current or any of 9 succeeding plan years (***with*** any extensions)
  - TRUE (iv) Projected insolvency within 30 succeeding plan years
- FALSE c. Pass regular Critical Status Tests?
  - TRUE (i) Fail special emergence rule for a plan with an automatic extension of amortization periods, ***and***
  - TRUE (ii) Did not use special emergence rule for plans w/ automatic extensions of amort periods, ***and***
  - TRUE (iii) Meets at least one of Tests #1 through #6, ***and***
  - FALSE (iv) Not in Critical and Declining Status

TRUE **Plan in Critical and Declining Status (Red Zone - meets (a) and either (b) or (c) but not (d))?**
- TRUE a. Meets at least one of Tests #1 through #4
- FALSE b. TRUE (i) Projected insolvency within current or any of 14 succeeding plan years, ***and***
  - FALSE (ii) Ratio of inactive to active participants does not exceed 2 to 1 (<= 200%)
- TRUE c. TRUE (i) Projected insolvency within current or any of 19 succeeding plan years, ***and either (ii) or (iii)***
  - TRUE (ii) Ratio of inactive to active participants exceeds 2 to 1 (> 200%)
  - TRUE (iii) Funded percentage < 80%
- FALSE d. Pass emergence test for a plan that suspended benefits while in Critical and Declining Status?
  - TRUE (i) Plan in Critical and Declining Status for immediately preceding plan year, ***and***
  - FALSE (ii) Benefits suspended while in critical and Declining Status, ***and***
  - FALSE (iii) Does not meet any of Tests #1 through #4, ***and***
  - FALSE (iv) Funded percentage >= 80%, ***and***
  - FALSE (v) No funding deficiency for current or any of the 6 succeeding plan years (***with*** any extensions), ***and***
  - FALSE (vi) No projected insolvency

Exhibit 5h
Government Filings
Plasterers and Cement Masons Local No. 94
Pension Plan

Certification Tests for the Plan Year Beginning in 2016
(Continued)

B. Endangered Status (Yellow and Orange Zones) Tests

FALSE 1. Funded Percentage
- TRUE a. Funded percentage < 80%, ***and***
- FALSE b. Not in Critical Status

FALSE 2. Projection of Funding Deficiency
- TRUE a. Funding deficiency for current or any of the 6 succeeding plan years (***with*** any extensions), ***and***
- FALSE b. Not in Critical Status

FALSE 3. Special Rule - Exemption from Endangered Status
- FALSE a. Not in Critical or Endangered (or Seriously Endangered) Status in preceding year, ***and***
- FALSE b. As of the end of the plan year beginning in 2026:
  - FALSE (i) Funded percentage >= 80%, ***and***
  - FALSE (ii) No Funding deficiency for current or any of the 6 succeeding plan years (***with*** any extensions)

FALSE **Plan in Endangered Status (Yellow Zone - meets *only* Test #1 or Test #2 but not Test #3)?**
- FALSE a. Meets only Test #1 or Test #2, but not both
- FALSE b. Meets Special Rule exemption from Endangered Status

FALSE **Plan in Seriously Endangered Status (Orange Zone - meets *both* Tests #1 and #2 but not Test #3)?**
- FALSE a. Meets both Tests #1 and #2
- FALSE b. Meets Special Rule exemption from Endangered Status

C. Neither Critical Status Nor Endangered Status (Green Zone) Tests

FALSE 1. Not in Critical Status

TRUE 2. Not in Seriously Endangered Status

TRUE 3. Not in Endangered Status

FALSE **Plan in neither Critical Status Nor Endangered Status (Green Zone - meets *all* tests 1-3)?**

n/a **Plan did NOT need Special Rule Exemption to meet Green Zone criteria**

FALSE **Plan would have been in Endangered Status without Special Rule Exemption**
Green (Yellow) Zone - Green Zone with additional notice requirements

FALSE **Plan would have been in Seriously Endangered Status without Special Rule Exemption**
Green (Orange) Zone - Green Zone with additional notice requirements

D. Projected Critical Status in any of 5 Succeeding Plan Years?

TRUE **Plan projected to be in Critical Status in any of 5 succeeding plan years**

Plasterers and Cement Masons Local No. 94
Pension Plan

Information Needed for the Certification Tests for the Plan Year Beginning in 2016

A. Projected Asset Information	
1. Market Value of Assets	2,307,370
2. Actuarial Value of Assets	2,657,770
3. Present Value of Contributions for Current Plan Year	
a. During the Current Plan Year	188,364
b. During the Current Plan Year and each of the 4 Succeeding Plan Years	819,257
c. During the Current Plan Year and each of the 6 Succeeding Plan Years	1,072,516
B. Projected Liability Information	
1. Unit Credit Accrued Liability	5,407,155
2. Unit Credit Normal Cost	26,875
3. Present Value of Vested Benefits	
a. Actives	751,270
b. Non-Actives	4,526,482
4. Present Value of All Non-Forfeitable Benefits Projected to be Paid	
a. During the Current Plan Year and each of the 4 Succeeding Plan Years	2,013,614
b. During the Current Plan Year and each of the 6 Succeeding Plan Years	2,598,214
5. Present Value of All Administrative Expenses Projected to be Paid	
a. During the Current Plan Year and each of the 4 Succeeding Plan Years	270,833
b. During the Current Plan Year and each of the 6 Succeeding Plan Years	360,759
6. Interest on excess if any of unit credit accrued liability less actuarial value of assets	206,204
C. Historical and Projected Status Information	
1. In Critical and Declining Status for Immediately Preceding Year?	TRUE
2. In Critical Status for Immediately Preceding Year?	TRUE
3. In Endangered (or Seriously Endangered) Status for Immediately Preceding Year?	FALSE
4. In Critical Status in any of 5 Succeeding Years?	TRUE
5. Plan Sponsor Elected Critical Status for Current Year?	FALSE
6. Special Emergence Rule for Plans with Automatic Extension of Amortization Periods Used in Past?	FALSE
7. Benefits Suspended while in Critical and Declining Status?	FALSE
8. Plan has an Automatic Extension of Amortization Periods?	FALSE
D. Valuation Projections	
1. Valuation Rate	7.50%
2. Funded Percentage	49.15%
3. Funded Percentage as of the end of the plan year beginning in 2026	0.00%
4. Ratio of inactive to active participants	340.91%
5. Years to Projected Funding Deficiency (0 means FD for current year)	
a. Including automatic extensions	0
b. Ignoring automatic extensions	0
c. As of the end of the plan year beginning in 2026 including extensions	0
6. Years to Plan Insolvency (0 means insolvent in current year)	9
7. Projection of Credit Balance Graph:	

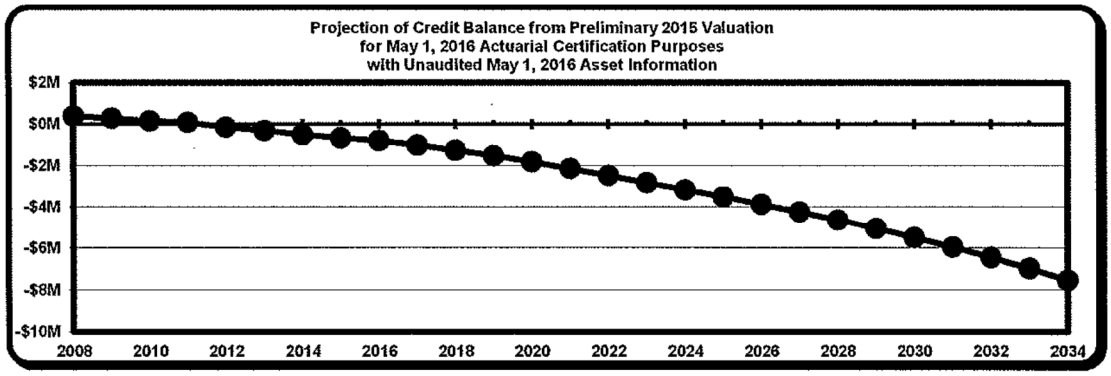

Exhibit 5h
Government Filings

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment H to 2016 Schedule MB of Form 5500
Schedule MB, Lines 9c & 9h – Schedule of Funding Standard Account Bases

1.	Amortization Charges	Initial Amount	Date of First Charge or Credit	Remaining Period	Outstanding Balance Beg. of Year	Amortization Charge or Credit
a.	Initial Unf. AAL	$ 483,570	5/1/1978	2.000	$ 63,996	$ 33,080
b.	1978 Plan Change	27,725	5/1/1978	2.000	3,839	1,984
c.	1979 Plan Change	59,656	5/1/1979	3.000	12,245	4,361
d.	1988 Plan Change	69,706	5/1/1988	2.000	10,624	5,492
e.	1992 Plan Change	46,254	5/1/1992	6.000	18,391	3,606
f.	1993 Plan Change	42,955	5/1/1993	7.000	19,281	3,344
g.	1994 Plan Change	89,224	5/1/1994	8.000	44,233	6,923
h.	1996 Plan Change	101,422	5/1/1996	10.000	58,969	7,847
i.	1997 Plan Change	148,112	5/1/1997	11.000	91,732	11,433
j.	1998 Plan Change	148,875	5/1/1998	12.000	97,504	11,473
k.	2000 Plan Change	162,280	5/1/2000	14.000	116,642	12,465
l.	2001 Plan Change	42,708	5/1/2001	15.000	31,919	3,275
m.	2004 Assumption Change	100,955	5/1/2004	18.000	82,961	7,708
n.	2007 Assumption Change	137,636	5/1/2007	21.000	121,354	10,467
o.	2008 Assumption Change	35,099	5/1/2008	7.000	21,058	3,652
p.	2016 Method Change	1,413,628	5/1/2016	10.000	1,413,628	188,102
q.	2016 Assumption Change	507,797	5/1/2016	15.000	507,797	52,106
r.	Total Charges				$ 2,716,173	$ 367,318

Exhibit 5h
Government Filings

Plasterers and Cement Masons' Local 94 Pension Plan
EIN: 23-6445411 / Plan Number: 001

Attachment H to 2016 Schedule MB of Form 5500
Schedule MB, Lines 9c & 9h – Schedule of Funding Standard Account Bases
(Continued)

2.	Amortization Credits	Initial Amount	Date of First Charge or Credit	Remaining Period	Outstanding Balance Beg. of Year	Amortization Charge or Credit
a.	1988 Assumption Change	$ 51,731	5/1/1988	2.000	$ 7,823	$ 4,044
b.	1997 Assumption Change	20,826	5/1/1997	11.000	12,918	1,610
c.	2009 Method Change	305,178	5/1/2009	3.000	115,624	41,176
d.	2013 Plan Change	67,606	5/1/2013	12.000	59,245	6,971
e.	2015 Assumption Change	14,540	5/1/2015	14.000	13,984	1,494
	Total Credits				$ 209,594	$ 55,295

3.	**Credit Balance/(Funding Deficiency)**	$ (785,967)
4.	**Balance Test = (1) - (2) - (3)**	$ 3,292,546
5.	**Unfunded Actuarial Accrued Liability**	$ 3,292,546