

**AMENDMENT NO. 8 TO THE  
SOUTHERN ILLINOIS LABORERS' AND EMPLOYERS'  
ANNUITY PLAN DOCUMENT DATED AUGUST 1, 2014**

WHEREAS, pursuant to the provisions of Section 9.1 of the Southern Illinois Laborers' and Employers' Annuity Plan Document, the Board of Trustees possess the right to amend the Plan from time to time, and as needed to fulfill the purposes of the Plan and Restated Agreement and Declaration of Trust;

NOW THEREFORE, the Board of Trustees hereby elect to amend the Plan subject to the conditions specified above:

*Section 13.3 entitled "Claims and Appeals", is hereby amended to include the following additional underlined language as follows:*

**Section 13.3      Claims and Appeals**

**(a)      Claims**

A distribution must be applied for in writing filed with the Board in advance of the Distribution Date. Such written request for a Plan distribution made by a Participant or Beneficiary is a claim; the person making such claim is a Claimant. To be timely for this purpose, an application need not be formally completed provided it gives notice to the Board of the applicant's intention to retire and desire to receive the Participant's Individual Account.

**(b)      Information and Proof**

Every Participant or Beneficiary shall furnish, at the request of the Board, any information or proof reasonably required to determine an individual's benefit rights. If a person makes a willfully false statement material to an application or furnishes fraudulent information or proof, benefits not vested under this Plan may be denied, suspended or discontinued as determined by the Board. The Board shall have the right to recover any distributions made in reliance on any false or fraudulent statement, information or proof submitted by a Participant or Beneficiary.

The Board shall decide a claim and give the Claimant written notice of its decision within ninety (90) days after the claim is filed. This ninety (90) day period may be extended up to ninety (90) additional days, provided the Board gives the Claimant notice of the reasons that justify the delay and the anticipated length of the delay.


(c) **Right of Appeal**

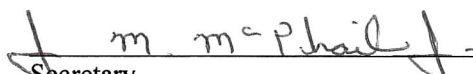
- (i) In the event the Plan denies a claim, in whole or in part, the notice of the denial furnished to the Claimant shall set out the following:
- (A) The specific reason for the denial;
  - (B) Reference to the specific Plan provision or internal rule(s) on which the determination was based;
  - (C) A description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such information is necessary;
  - (D) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other relevant information, as that term is defined at 29 CFR 2560.503-1(m)(8) to the Claimant's claim for benefits;
  - (E) A description of the Plan's review procedure and time limits applicable to such procedures, including the Claimant's right to bring a civil action under ERISA following an adverse determination on review; and
  - (F) With respect to disability claims, the Plan shall also furnish the Claimant with an explanation of (1) the basis for disagreeing with the views or opinions of the Claimant's healthcare or vocational professional, (2) the views or opinions of any medical or vocational experts whose advice was obtained by the Plan, without regard to whether the advice was relied upon to deny the disability claim, or (3) the basis for not accepting a disability determination issued by the Social Security Administration and provided by the Claimant to the Plan in support of the disability claim.
- (ii) For non-disability claim denials, the Claimant shall have ninety (90) days to submit a written appeal to the Board after receiving the written notice described above. The Claimant may submit additional documents and information and shall be provided, upon request and free of charge, copies of documents and information relevant to the claim. The Board's review shall take into account all comments, records and

information submitted by the Claimant in connection with the original claim and with the appeal.

- (iii) The Board shall decide the Claimant's appeal and provide the Claimant with written notice of the decision within sixty (60) days after it is received, or within thirty (30) days after the hearing, whichever is sooner. This Board period may be extended for up to sixty (60) days provided the Board notifies the Claimant of the reason for and the length of the extension.
- (iv) If the appeal is denied in whole or in part, the Board shall provide the Claimant with written notice of their decision. That notice shall include the same classes of information as the original denial.
- (v) For disability claim denials, the Claimant shall have one-hundred and eighty (180) days to submit a written appeal to the Board after receiving the written notice described above. Within forty-five (45) days after receipt of a written appeal for a disability claim denial, the Board of Trustees will complete a new, full, and fair review of the disability claim application, including any additional information provided by the Claimant. If special circumstances require an extension, the Claimant will be notified within the initial period of review of the reason for the extension and the timeframe in which a determination shall be made by the Board of Trustees. The decision of the Board of Trustees will be communicated in writing to the Claimant within five (5) days after the hearing.
- (vi) In the event your appeal is denied, no lawsuit or other action against the Plan or its Trustees may be filed after twelve (12) months from the date the you have exhausted the Claims and Appeals procedure described above and you have received written notice of the decision to deny the appeal from the Board.

***IN WITNESS WHEREOF***, the Trustees have executed this amendment on the 15<sup>th</sup> day of May, 2024 to be effective as of the same date.

  
Chairman

  
Secretary