NECA – IBEW LOCAL NO. 176

PENSION TRUST FUND

DEFINED CONTRIBUTION PENSION PLAN

SUMMARY PLAN DESCRIPTION

Revised and Restated
Effective September 1, 2022

NECA-IBEW LOCAL NO. 176

PENSION TRUST FUND

FUND OFFICE

1100 N. E. Frontage Road
Joliet, Illinois 60431
Phone: (815) 729-2666

SPECIAL NOTICE!

It is extremely important you and your Spouse keep the Fund Office informed of any change in address or desired change in Beneficiary. This is your obligation and failure to fulfill this obligation could jeopardize your eligibility or benefits.

The importance of a current, correct address on file in the Fund Office cannot be over-stated! It is the **ONLY** way the Trustees can keep in touch with you and your Spouse regarding Plan changes and other developments affecting your interests under the Plan.

LETTER FROM YOUR BOARD OF TRUSTEES

Dear Participants and Beneficiaries:

We are pleased to distribute this updated booklet describing the benefits provided under your Pension Trust Fund.

The booklet summarizes the eligibility rules for participation in the Plan, the benefits provided to those who are eligible, and the procedures which must be followed when applying for a benefit.

Also included is important information concerning the administration of the Plan and your rights under the Plan.

A number of changes have occurred in this Plan since the last booklet was printed. As a result, you and your Spouse should **READ THIS BOOKLET CAREFULLY** so that you are up to date on the financial protection now provided to you by this Plan.

From time to time, other changes and improvements in the Plan will be made. Of course, we will keep you informed about such developments.

This is your Summary Plan Description booklet describing your Plan. Make sure you read it from cover to cover. Then put it in a safe place for future reference. If at any time you have any questions about your benefit program, don't hesitate to call or write the Fund Office for assistance.

Sincerely yours,

THE BOARD OF TRUSTEES

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INTRODUCTION

The Pension Plan (the "Plan") sponsored by the Board of Trustees NECA-IBEW Local No. 176 Pension Trust Fund (the "Fund") was created as a result of a Collective Bargaining Agreement and dated June 1, 1976. The Plan has been amended from time to time to keep it in compliance with law and to make certain operational changes.

The Fund is financed entirely by contributions from the Employers who are parties to the Collective Bargaining Agreement.

The Fund's assets are invested by those professional investment managers you select from among a group of professional investment managers.

The Fund is managed by a Board of Trustees consisting of three representatives from the Union (IBEW Local 176) and three representatives from the National Electrical Contractors Association (NECA). The duties, responsibilities and authority of the Trustees are set forth in the executed Agreement and Declaration of Trust.

Highlights of the Plan

Benefits Provided:

A) Normal Retirement Benefit: Age 65

B) Early Retirement Benefit: Age 55

C) Short Service Retirement Benefit

D) Benefit Upon Separation from Covered Service

E) Death Benefit

F) Disability Benefit

G) Hardship Distribution

This booklet is a brief description of the Plan, effective as of September 1, 2022, and replaces prior summary plan descriptions. The rules in this booklet apply to individuals who have an account balance in the Plan on or after September 1, 2022. The official Plan document and trust agreement describe the provisions of the Plan in more detail and are the final authority with respect to your eligibility to participate and the benefits you will receive under the Plan. If you have any questions about how the Plan operates with respect to your particular situation, you should contact the Fund Office at (815) 729-2666.

Unless specified otherwise, capitalized terms shall have the same meaning attributed to them in the Plan document.

In addition to the Fund Office, the Trustees have contracted with John Hancock to perform record keeping functions for the Plan, particularly as it pertains to your direction of the investment of your assets. You may contact John Hancock at 833-38-UNION. Any forms that you may need to complete to enroll in the Plan or to apply for benefits are available from either the Fund Office or from John Hancock.

Your participation in the Plan guarantees neither you nor your Beneficiaries any rights outside of the Plan's provisions. You are not guaranteed employment with your employer and neither you nor your Beneficiaries will have any rights with respect to your employer or its assets merely because you are a Participant.

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This Summary Plan Description was prepared in compliance with ERISA. It is not intended to be a complete description of the Plan, but to simply state the highlights of the Plan in general terms. Your rights and benefits under the Plan are determined by the terms and conditions contained in the Plan document. In the event there are any inconsistencies between this Summary Plan Description and the Plan document, the Plan document will in all respects control and govern.

The Board of Trustees reserves the right and is given the authority and discretion to interpret all terms and provisions of the Plan. All interpretations by the Board of Trustees shall be binding unless a court later determines that the interpretation was arbitrary and capricious.

How the Plan Operates

Each Employer will make contributions under the Plan which are accumulated and invested to provide benefits to Participants and their Beneficiaries. Contributions by Participants are not allowed.

Contributions made by each Employer, and investment gains on the funds in your account, are not taxable until benefits are paid out to you or your Beneficiary.

DEFINITIONS

A. The term **Accumulated Share** or **Account Balance** shall mean the sum of the amounts of a Participant's Individual Accounts (as described below under "Details of the Plan").

B. The term **Allocation Date** or **Valuation Date** means each business day upon which the New York Stock Exchange is open.

C. **Annual Addition**: For any Plan Year, an amount determined as the sum of the following:

   a. All Employer contributions allocated to a Participant; plus

   b. Forfeitures, if any.

D. **Beneficiary**: A person or trust designated in accordance with Plan provisions to receive benefits upon the death of a Participant.

E. **Benefit Amount**: The amount of benefit to which a Participant or Beneficiary is entitled under the Normal Retirement Benefit, Early Retirement Benefit, Short Service Retirement Benefit, Benefit Upon Separation from Covered Service, Death Benefit, Disability Benefit or Hardship Distribution provisions included in this Plan.

F. **Collective Bargaining Agreement** is an agreement between the Union and an Employer (or a group of Employers). The Collective Bargaining Agreement requires the Employer to contribute to the Plan on behalf of covered employees.

G. The term **Covered Employment** shall mean any employment in a capacity for which Employer Contributions are required to be paid to the Trust Fund in accordance with a Collective Bargaining Agreement.

H. **Early Retirement Age**: Age 55.

I. The term **Employee** shall mean an individual who is in Covered Employment.

J. The term **Employer** shall mean an association, individual, partnership, or corporation, which, at the time of reference, has agreed to be bound by the terms and provisions of the Trust Agreement and is obligated to make Employer Contributions to the Trust Fund.

K. **Employer Contributions**: The contributions made by an Employer on behalf of an Employee as required by the Collective Bargaining Agreement between the Union and Employer.

L. **Hour of Service**: Those Hours of Service which the Employee will be credited with under the Plan, and such hours shall be credited as follows:

   a. One hour for each hour for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer for the performance of duties in Covered

Employment. These hours shall be credited to the Employee for the computation period or periods in which the duties are performed; and

b. One hour for each hour during Covered Employment for which the Employee is directly or indirectly paid, or entitled to payment, by the Employer for reasons (such as vacation, holiday, sickness, incapacity including disability, layoff, jury duty, military duty, or leave of absence, including a leave taken pursuant to the Family and Medical Leave Act of 1993) other than for the performance of duties. These hours shall be credited to the Employee for the computation period or periods in which the non-performance of duties occurs; and

c. One hour for each hour of the normally scheduled work hours for each week during any period of Covered Employment for which the Employee is on an excused leave of absence from work with the Employer for military service with the armed forces of the United States, but not to exceed the period required under the law pertaining to veteran's re-employment rights; provided, however, if the Employee fails to report for work promptly at the end of such leave, and while Employee still has re-employment rights, the Employee shall not receive credit for hours on such leave; and

d. One hour for each hour for which back pay, irrespective of mitigation of damages, has been awarded to the Employee with respect to Covered Employment. Credit for such hours shall be given in the computation period or periods to which the award or agreement pertains rather than the computation period in which the award, agreement or payment was made.

Once an Employee has met the requirements to become a Participant, that individual is automatically 100% vested in any contributions made on his behalf and properly credited to his Individual Account.

Notwithstanding paragraph (d) above, the same Hours of Service shall not be credited both under paragraphs (a) or (b), as the case may be, and under paragraph (d).

The determination of Hours of Service for reasons other than the performance of duties and the crediting of Hours of Service to computation periods shall be made in accordance with Department of Labor Regulations Sections 2530.200b-2(b) and (c), which are incorporated in the Plan by reference.

An Employee will be credited with Hours of Service for employment with an affiliated company if, as a result of such service, his Employer is obligated to consider such service in making contributions to the Plan in accordance with the terms of a collective bargaining agreement. Any individual considered an Employee under Code Sections 414(m) or (n) will be credited with Hours of Service.

M. **Spousal Annuity**: An annuity which provides for a monthly pension for the life of the Employee and when the Employee dies the surviving Spouse receives a lifetime pension equal to 50% of the amount that was being paid to the retired Employee.

N. **Net Investment Yield**: Net Investment Yield of an Individual Account is based upon the return received from the investment options an Employee has chosen for the Individual Account.

O. **Normal Retirement Age**: Age 65.

P. **Participant**: An Employee who earns at least One Hour of Service with an Employer on or after June 1, 1980, or any former Employee who is entitled to receive a vested benefit under this Plan.

Q. **Participant Accounts or Individual Accounts**: The accounts established by the Trustees on behalf of each Participant. Such accounts shall be maintained by the Trustees until the balance is reduced to zero as a result of the payment of a Benefit Amount.

R. **Plan**: The NECA-IBEW Local No. 176 Pension Trust Fund Pension Plan, as constituted from time to time on and after June 1, 1980.

S. The term **Plan Year** shall mean the 12-consecutive month period beginning June 1st and ending May 31st of the next succeeding calendar year.

T. **Total and Permanent Disability**: When a Participant has been totally and permanently disabled, for life, for reasons other than self-inflicted injury, so as to be prevented thereby from engaging in work of a type covered by a Collective Bargaining Agreement. The Participant may be required to submit to an examination by a physician(s) selected by the Trustees.

U. The term **Trust Agreement** shall mean the Agreement and Declaration of Trust entered into as of June 1, 1976, establishing the IBEW LOCAL NO. 176 PENSION TRUST FUND now known as the NECA-IBEW LOCAL 176 PENSION TRUST FUND, or as the same may thereafter be amended.

V. The term **Trust Fund** shall mean the NECA-IBEW Local No. 176 Pension Trust Fund.

W. The term **Trustees or Board of Trustees** shall mean the Board of Trustees consisting of Employer Trustees and Employee Trustees collectively, as appointed under the Trust Agreement and as constituted from time to time in accordance with the provisions of the Trust Agreement.

X. The term **Union** shall mean the IBEW Local No. 176 of Joliet, Illinois.

DETAILS OF THE PLAN

Eligibility

To become eligible for a benefit in the Plan you must have at least one Hour of Service with an Employer on or after June 1, 1980; you then will become a Participant in the Plan. Benefits are only payable in accordance with the benefit vesting and distribution provisions of the Plan, which are outlined in this booklet.

Individual Accounts

Plan Participants have Individual Accounts maintained in their name under the Plan.

Beginning on July 1, 2022, Participants began self-directing the investment of all of the assets in their accounts. Because of this change, the Regular Individual Account and Special Individual Account, which were for Employer Contributions prior to March 1, 2005, were combined into a Money Purchase Individual Account. Similarly, the Regular Profit Sharing Individual Account and Special Profit Sharing Individual Account, which were for Employer Contributions on and after March 1, 2005, were combined into a Profit Sharing Individual Account. Therefore, a Participant has a maximum of two Individual Accounts.

On and after July 1, 2022, the Account Balance of each of your Individual Accounts is valued each business day the New York Stock Exchange is open, which is referred to as a Valuation Date. The Account Balance for each Individual Account on a particular Valuation Date shall be determined by adding to your Account Balance from the previous Valuation Date all current Employer Contributions for the Account made on your behalf, adding or subtracting the Net Investment Yield since the previous Valuation Date and then deducting the expenses attributable to the Individual Account. The expenses to be deducted will be determined based upon a uniform amount determined by the Trustees for the payment of administrative expenses together with an allocation of all expenses, including commissions or sales charges, related to the investments in which the Individual Account participates. Any expenses which would cause the Account Balance of your Individual Account to fall below zero will not be allocated to your Individual Account. The Account Balance of your Individual Account or Accounts shall be reduced to zero as a result of payment of your entire benefit.

If you return to employment in the jurisdiction of the Fund after retirement, you will be treated as a new Participant after you complete at least one Hour of Service.

Contributions

Each Participant who has an Employer Contribution made by a contributing Employer will have such contribution allocated to their Account. Under the existing collective bargaining agreements between the Union and the Employer, a contribution is owed monthly to the Plan for each Hour of Service for which you are entitled to receive compensation from the Employer.

Investment Selection

The Trustees have elected to authorize Participants to direct the investment of all of the assets in the Participant's Individual Accounts from a set of investment options and choices the Trustees have made available to Participants. Participants are given information regarding these investments options and the rules and procedures related to investing their Accounts. In addition, the Trustees provide education regarding the self-direction of the Individual Accounts

By permitting Participants to select the investments of their Individual Accounts, the Trustees intend that the Plan constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the primary federal law regulating retirement plans. As a result, the Board of Trustees may be relieved of liability for any losses that result from your investment decisions.

The Trustees have engaged a recordkeeper, John Hancock, and Participants direct their investments through a platform administered by John Hancock. John Hancock has a website, [myplan.johnhancock.com] that Participants may access to obtain information regarding available investments and to make investment choices. In addition, you may contact John Hancock, by telephone, at [833-38-UNION] regarding any questions you might have regarding investment selection.

In the event you are a new Participant and have not chosen an investment choice, your investments will be placed in a target date investment fund which contains a variety of investments which are appropriate for Participants in your age range with similar projected retirement dates.

Participants who had Individual Accounts prior to July 1, 2022, had a portion of their Individual Account or Accounts invested in a set of investments which were determined by the Trustees based upon advice received from the Fund's Investment Consultant. The Trustees continue to direct the investment of these assets. However, participation in the Trustee directed investments is now an investment choice you make. You are free to elect to move any or all or your Account Balance to a different investment choice if you elect. But, until you make such an election, these assets will continue to be invested by the Trustees. In addition, if you began to participate in the plan on or after July 1, 2022, you are free to choose to place all or a portion of the assets in your Individual Account in the Trustee directed investment option.

Vesting

A Participant shall have a non-forfeitable interest in his Individual Account(s) at all times. This means his benefit shall be based on 100% of his Participant Account balance as determined when the benefit is payable. Remember that account balances can fluctuate up or down until then, depending on investment experience.

How to Request Benefits

A Participant or Beneficiary should file a written claim for benefits with the Fund Office. The claimant will be provided with the necessary benefit application, election form and other supporting documents as may be required by the Trustees from time to time. If your claim is denied, the Trustees must notify you within 90 days (45 days if the claim relates to your disability) after you file your completed claim. The procedures for Claim Review and Appeal are stated in their entirety elsewhere in this Summary Plan Description booklet.

Benefit Payment Methods

A. Retirement, Disability, Termination.

Under this Pension Trust Fund, a Participant's Account Balance shall be used to provide a Spousal Annuity if you are married, or a single life annuity if you are not married, when you apply for the distribution of your Account Balance. **You (if you are not married) or you with your Spouse's consent (if you are married) may elect, in writing, another form of payment**. If you, with your Spouse's consent, choose an alternate distribution option, your Account Balance will be paid out in one of the following forms of benefits if your Account Balance exceeds $1,000. If your total account balance in all of your Individual Accounts is $1,000 or less, the Trustees will pay to you the account balance in a single sum cash payment. These are the available forms of benefits you may elect, with spousal consent, if your benefit is greater than $1,000:

1. Single Lump Sum Payment of all Individual Accounts. As detailed below, this benefit is eligible for rollover.

2. Single Lump Sum Payment representing the full distribution of one or more Individual Accounts with the remaining amounts to be distributed as a full distribution of one or more of the accounts. The Account Balance in any remaining Individual Account may be paid under this option, an Incremental Distribution, described in No. 5, or a Monthly Distribution, described in No. 6, provided that you are severed from employment at the time of the future distribution. This benefit is eligible for rollover.

3. A Single Lump Sum Payment followed by a fixed monthly benefit payable in equal installments for five or ten years, with payment and death benefits limited by IRS Regulations. This benefit is eligible for rollover with the exception of the ten year monthly installment portion of the benefit.

4. A fixed monthly benefit payable in equal installments for five or ten years, with payment limited by IRS Regulations. Only the five year monthly payments are eligible for rollover.

5. An Incremental Distribution from one or more of your Individual Accounts in a total minimum amount of $1,000 or in additional multiples of $1,000. This benefit is available on the first day of any month. There must be a severance of employment at the time of each distribution. In addition, each Incremental Distribution requires a new spousal consent This benefit is eligible for rollover.

6. A Monthly Benefit in an amount you elect at the time you initially receive benefits or at a time following either your receipt of benefits in the form of a full distribution of one of your Individual Accounts describe in No. 2 or Incremental

Distributions(s) described in No. 5. The minimum amount of your monthly distribution will be $1,000 and you can elect increased amounts in increments of $1,000. The monthly benefit will continue until the first of the following occurs: (1) you elect on or before the 15th day of the previous month to discontinue benefits in the monthly benefit form, (2) you elect on or before the 15th day of the previous month, with spousal consent, if married, to receive a different amount of monthly benefits, (3) you exhaust your benefits or (4) you die. In the event your Account Balance is less than your monthly benefit, your final monthly benefit payment will be in the full amount of the remaining account balance. There must be a severance of employment at the time of each monthly distribution. You may elect, with spousal consent, if married, to receive an Incremental Distribution under No. 5 for any month in which you are also receiving a monthly benefit.

Unless you designate otherwise, all distributions will be made from the balance of your Money Purchase Individual Account, if you have such an Individual Account and, after this is exhausted, from your Profit Sharing Individual Account.

B. Death Prior to the Commencement of Distribution of a Participant's Accumulated Share.

In the event of a married Participant's death, the Spouse shall receive a Pre-Retirement Surviving Spouse Annuity (i.e., the Participant's Account Balance will be distributed to the Participant's surviving Spouse in annuity form as if the Spousal Annuity had just started before the Participant died). The Spouse may start to receive benefit payments under the Pre-Retirement Surviving Spouse Annuity as soon as she files a written application with the Fund Office. Provided the Participant died prior to attaining his Normal Retirement Age, the Spouse may postpone the commencement of benefit payments until a future date (but not later than the first day of the month starting 90 days after the Participant would have reached Normal Retirement Age). <u>In addition, a Spouse who requests that payment begin on or before December 31 of the calendar year immediately following the calendar year in which the Participant died may elect to receive the Participant's Account Balance in one of the forms set forth in Section A, Nos. 1-6 above.</u>

A married Participant may elect to revoke the preretirement survivor annuity, or a portion thereof, provided that the Spouse consents **in writing** to such election. The Spouse's written consent **must** include both (a) an acknowledgment of the effect of such election, and (b) an acknowledgment of the designation of the Beneficiary.

If a Participant is not married at the time of death, his Beneficiary shall be entitled to a death benefit equal to the Participant's Account Balance.

Items Acceptable as Proof of Age

The Fund will require documents sufficient to prove your age, such as a birth certificate, passport or driver's license.

PENSION BENEFITS

The following is an outline of the Pension Benefits available to all Participants of the Pension Fund. If you have any questions after reading this section, please contact the Fund Office for further assistance, but remember that their statements are no substitute for the Trustees' controlling interpretation of the Plan document. Each of these benefits permits payment of the Account Balance to the Participant. In order to receive a benefit, an application must be made with the Pension Fund and the Trustees must approve payment of the benefit. Benefits are payable to the Participant at retirement, termination or disability in any of the benefit forms set forth in the section, Benefit Payment Methods - A. Retirement, Disability, Termination at pages 11 and 12 of this SPD.

Normal Retirement Benefit

A Participant who has completely retired from employment with all Employers in the jurisdiction of the Fund shall be eligible for a Normal Retirement Benefit provided:

1) The Participant has reached age 65; and

2) The Participant has completely retired from the electrical trade in the jurisdiction of the Fund.

Notwithstanding the above, distribution will be made to you no later than the April 1 of the calendar year following the later of the calendar year in which you reach age 72 or retire. However, if you are a 5% owner of an Employer, your distribution must commence no later than the April 1 of the calendar following the year you reach 72. If you attained age 70½ prior to January 1, 2020, distribution was required to begin no later than April 1 of the calendar year following the later of the calendar year in which you reached age 70½ or retired. In addition, if you were a 5% owner of an Employer and attained age 70½ prior to January 1, 2020, distribution was required to begin no later than April 1 of the calendar year following the calendar year in which you reached age 70½

Early Retirement Benefit

A Participant who has completely retired from employment with all Employers in the jurisdiction of the Fund shall be eligible for an Early Retirement Benefit provided:

1) The Participant has reached age 55; and

2) The Participant has completely retired from the electrical trade in the jurisdiction of the Fund.

Short Service Retirement Benefit

A Participant who has worked less than 4,000 hours in the aggregate as a Participant and who has had no activity in Covered Employment for one year after a Plan Year during which contributions are not received by the Plan on his behalf may receive a Short Service Retirement Benefit.

Separation from Covered Employment

Upon termination of the employment of a Participant, a pension benefit may be paid if:

1) Two full Plan Years have elapsed from the time the Participant left Covered Employment under the Plan; and

2) The Participant has not worked in the geographic area covered by the Plan during the two Plan Year period described in 1) above.

Geographic area covered by the Plan for 2) above is the State of Illinois and any Standard Metropolitan Statistical Area (now known as Metropolitan Statistical Area) which includes a part of the State of Illinois.

Disability Benefit

If a Participant is totally and permanently disabled for life, so as to be prevented from engaging in work of a type covered by a collective bargaining agreement, for reasons other than self-inflicted injury, the Participant may receive a retirement benefit. Total and Permanent Disability will be determined in the sole discretion of the Trustees. The Participant may be required to submit to an examination by a physician selected by the Trustees.

Death Benefit

In the event of the death of a Participant, his Beneficiary shall be entitled to a benefit equal in value to his Accrued Benefit which shall be determined as of the Allocation Date coinciding with or next following his date of death.

A. Death of a Participant with a Spouse

If a Participant dies with a Spouse (which can include a person recognized as a Surviving Spouse under a Qualified Domestic Relations Order) his Account will be paid to the Spouse as a Qualified Pre-Retirement Survivor Annuity for the life of the Spouse. <u>A Spouse may waive the payment of the Qualified Pre-Retirement Survivor Annuity and elect to receive payment in any of the benefit payment forms set forth in the section, Benefit Payment Methods - A. Retirement, Disability, Termination at pages 11 and 12 of this SPD.</u>

In addition, a married Participant may designate a non-Spouse Beneficiary for all or a portion of his benefit, provided that the Spouse consents **in writing** to such election. The Spouse's written consent must include both (a) an acknowledgment of the effect of such election, and (b) an acknowledgment of the designation of the Beneficiary. In such a case, benefits will be distributed pursuant to the provisions regarding the distribution of benefits in the event of Death of a Participant Without a Spouse in Section B, immediately below.

B. Death of a Participant Without a Spouse

If a Participant dies without a Spouse, benefits will be paid in a single lump sum to the Beneficiary which the Participant has designated in a beneficiary form filed with the Fund Office. Each non-married Participant shall designate in writing to the Trustees a Beneficiary or Beneficiaries to receive, if they survive the Participant, the Death Benefit under the Plan. Non-married Participants may change the designated Beneficiary at any time by written notice to the Trustees.

In the event that a non-married Participant dies without having designated a Beneficiary who survives him, the Death Benefit shall be paid instead to his children in equal shares. If no children survive the Participant, the Death Benefit shall be paid equally to the Participant's grandchildren. If no children, or grandchildren are alive at the time of the Participant's death, the Death Benefit shall be paid to the Participant's surviving parents in equal shares. If no children, grandchildren, or parents are alive at the time of the Participant's death, the Death Benefit shall be paid to the Participant's siblings in equal shares. If none of the aforementioned individuals are alive at the time of the Participant's death, the Death Benefit shall be paid to the executor or administrator of the Participant's estate.

Suspension of Benefits

In the event a person who is receiving benefits again becomes an Employee, any monthly payments from the Plan shall be suspended in each month for which Employer Contributions are received on his behalf in excess of 39 hours. The Employee is required to give written notice that he again has become an Employee no later than 30 days after reemployment.

Upon the initial suspension of payments, a Participant who again retires shall have his monthly benefit commence within the month following the month in which employment terminates.

Hardship Distribution

Employer Contributions which are part of amounts in a Participant's Profit Sharing Individual Account may be distributed to a Participant in the form of a Hardship Distribution, provided that a minimum of $500 must remain in the Account following the distribution. An Alternate Payee under a QDRO applicable to a Participant may receive a Hardship Distribution upon satisfaction of all conditions applicable for a Participant to receive a Hardship Distribution other than spousal consent. In order to receive a Hardship Distribution, a Participant must certify in writing that he requires the distribution to meet an immediate and heavy financial need and that he does not have sufficient liquid assets to satisfy the immediate and heavy financial need. The following categories shall be deemed to constitute an immediate and heavy financial need:

1) Funeral expenses for a Participant's deceased parent, Spouse, child, dependent or a primary beneficiary[1];

2) Necessary medical expenses that have been incurred by the Participant, the Participant's Spouse, any dependents of the Participant or a primary beneficiary, or which are necessary for any of those people to obtain needed medical care;

3) Costs directly related to the purchase (excluding mortgage payments) of a principal residence for the Participant;

4) Payment of tuition, related educational fees, and room and board expenses for up to the next 12 months of post-secondary education for the Participant, the Participant's Spouse, children, other dependents or a primary beneficiary;

5) Payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage of the Participant's principal residence;

6) Expenses for the repair of damage to the Participant's principal residence that would qualify for a casualty deduction under the Internal Revenue Code; or

7) Expenses and losses (including loss of income) incurred by the employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

The Participant may also receive a hardship distribution for an immediate and heavy financial need which does not fit within the categories set forth above if the Trustees determine that the need presented provides a basis for a Hardship Distribution. A discretionary expense will generally not be considered to satisfy the definition of an immediate and heavy financial need.

In order to receive a Hardship Distributions, the Participant must also satisfy the following requirements:

1) The Participant has obtained all distributions (other than Hardship Distributions) under all plans maintained by the Employer;

[1] A "primary beneficiary" is the individual who is named by the Participant as a beneficiary under the plan and has an unconditional right, upon the death of the Participant, to all or a portion of the Participant's Accumulated Share under the Plan. The "primary beneficiary" does not need to be a relative of the Participant.

2) Certification by the Participant that the Participant does not have sufficient liquid assets to satisfy the distribution does not exceed the amount necessary to meet any of the immediate and heavy financial needs described above;

3) If a Participant's Accumulated Share exceeds $1,000, the Participant and Spouse, if any, must waive the Spousal Annuity, as provided by the Trustees.

The Trustees will accept the Participant's certification that the distribution does not exceed the amount necessary to satisfy the immediate and heavy financial need and that insufficient liquid assets exist to satisfy the need, unless they have actual knowledge that these certifications are untrue. The amount of a Hardship Distribution may include, if requested, not only the amount of the immediate and heavy financial need, but also the amount of federal and state income taxes and penalties that are estimated to come due because of the Hardship Distribution.

Taxation of Distributions

Whenever you receive a distribution of all or a portion of your Account Balance, it will be generally subject to income tax. In addition, if you have not reached age 59 ½ at the time of distribution and the distribution is not for either Disability or Early Retirement, the distribution may be subject to a 10% excise tax. This 10% excise tax will ordinarily apply to a Hardship Distribution. You may reduce or defer these taxes by electing a rollover of all or a portion of your pension distribution:

1. *Rollovers.* You may rollover of all or a portion of the distribution to an IRA, another employer's qualified retirement plan, a 403(b) annuity contract, or a 457(b) plan that is sponsored by a state, political subdivision of a state, or any or instrumentality of a state or political subdivision of a state which agrees to separately account for such amounts. To make a rollover, you must elect a lump sum distribution and deposit, the amount that you want to rollover into your IRA or qualified plan within 60 days after you received the lump sum. This will result in no tax being due on the amount you rollover until you begin withdrawing funds from the IRA or the other qualified retirement plan. However, unless you utilize the direct transfer option (described in 2. below), the entire lump sum benefit will be subject to mandatory federal income tax withholding by the Fund at a rate of 20% percent.

   Note, you may also rollover all or a portion of the distribution of your Account Balance to a Roth IRA. Due to the nature of Roth IRAs, however, you will not receive the same tax treatment as rollovers described above. You should consult with an attorney or an accountant prior to rolling your account balance into a Roth IRA to fully understand all tax ramifications.

2. *Direct Transfers.* A rollover may occur though a direct transfer of all or a portion of the distribution to an IRA, a Roth IRA, another employer's qualified retirement plan, a 403(b) plan, or a 457(b) plan that is sponsored by an eligible employer which agrees to separately account for such amounts. In the case of a direct transfer, you tell the Trustees where to deposit the portion of your benefit to go to

that IRA or other plan and they send the money there directly so you do not have to roll it over yourself. Like a rollover, a direct transfer to anything other than a Roth IRA will result in no tax being due on the transferred amount until you begin withdrawing funds from the IRA or the other qualified retirement plan. No mandatory federal income tax withholding is required if this option is selected.

3. *Spousal and Non-Spousal Rollovers.* Your Spouse may elect to rollover all or a portion of your Account Balance as Beneficiary if you predecease your Spouse in accordance with 1. above. Further, a non-Spouse Beneficiary may rollover your Account Balance to an individual retirement account or individual retirement annuity provided you die prior to receiving your Account Balance and a valid Beneficiary designation card is on file with the Fund Office.

WHEN YOU ARE ENTITLED TO RECEIVE A DISTRIBUTION, THE FUND WILL PROVIDE YOU WITH A DETAILED EXPLANATION DESCRIBING YOUR OPTIONS. SINCE THESE RULES ARE VERY COMPLEX, YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A DECISION.

CLAIM REVIEW AND APPEAL PROCEDURES

Application for Benefits

If, at any time, you or your Beneficiary feels that the conditions for receiving a benefit have been met, you must first submit a written request to the Fund Office to request such benefit. This request is called a claim (claim forms are available from the Fund Office).

It is your responsibility to keep the Plan informed regarding your current residence, contact information and marital status. Failure to provide and/or update the Plan with accurate information may result in your benefit being delayed, distributed to another beneficiary or forfeited.

Plan Interpretations

The Trustees have the sole discretion and authority to decide all matters concerning eligibility to participate, interpretation of Plan provisions, determination of benefits and all other questions that may arise during the operation of the Plan. Benefits under this plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them.

Claims Review Procedures

Claims for benefits for reasons other than Disability

The Trustees will examine the claim and will normally decide within 90 days whether or not a benefit is actually due. If there are special circumstances that require additional time to process your claim, the Trustees will endeavor to notify you in writing, giving you a specific date, no later than 180 days after receipt of your claim, as to when they expect a decision to be made and stating the reason for the delay.

If for some reason a written notice of a decision on your claim has not been made by the 90th or 180th day (if an extension was requested), your claim will be deemed denied. Please see below for the procedure to follow if this happens.

If you receive a written notice of the denial, the notice will provide you the following information:

1) The specific reason(s) for the denial;

2) Specific references to the Plan provision(s) on which the denial is based;

3) A description of any additional material or information necessary to complete the claim and an explanation of why this material or information is necessary;

4) An explanation of the steps to be taken if you wish to submit your claim for review, including the requirements that you appeal within 60 days of the receipt of the notice and fully describe the basis of your appeal;.

5) A statement of your right to bring a civil action in court after the appeal including reference to the Plan's 12 month time limit for bringing such an action.

If your claim is denied in writing, or if you do not receive written notice of a decision on your claim within 90 or 180 days, as applicable, you may appeal your denied claim and receive a full and fair review of your claim and its denial. If you decide to appeal, you or your authorized representative must submit a written request for review to the Trustees within 60 days after you receive the notice of the denial of your claim. However, if you do not receive notice of a decision on your claim by the end of the 90 or 180 day period (whichever is applicable) for deciding the claim, then you will have 60 days after the end of that period in which to file an appeal. You or your authorized representative have the right to review any applicable documents, and to submit, in writing, any issues, comments or additional information or material in support of your claim.

A decision on the appeal of your claim will be made within 60 days after the receipt of your request for review, unless there are special circumstances that require additional time for processing your appeal. In such a case, the Trustees will endeavor to make a decision as soon as possible, but no later than 120 days after your appeal is submitted in complete form. You will be notified of when to expect the decision and the reason for the delay.

You will receive a written notice, informing you of the decision on the appeal of your claim. This notice will include specific reasons for the decision, as well as specific references to the Plan provisions on which the decision on appeal was based. If you do not receive a written notice of the decision on appeal of your claim within the 60 or 120 day period, as applicable, then your appeal will be treated as denied.

If you are dissatisfied with the results of an appeal you may pursue your claim in a court of law, but only after you have timely pursued and exhausted your appeal rights under the Plan described above. However, any such judicial action must be initiated within 12 months from the date a final determination is made. Failure to initiate a judicial action within the 12 month period from the date a final determination is made shall bar you from bringing any such claim.

Claims for benefits resulting from Disability

If you believe that you are entitled to a benefit due to a Total and Permanent Disability, you first must contact the Fund Office to request such benefit. The Trustees will examine the claim and will normally decide within 45 days whether or not such a benefit is actually due. If there are special circumstances which require additional time to process your claim, the Trustees will endeavor to notify you in writing, giving you a specific date, no later than 105 days after receipt of your claim, as to when they expect a decision to be made and stating the reason for the delay.

If for some reason a written notice of a decision on your disability pension claim has not been made by the 45th (or 105th day, if an extension was requested), your claim will be deemed denied. Please see below for the procedure to follow if this happens.

If you receive a written notice of the denial, the notice will provide you the following information:

1) The specific reason(s) for the denial;

2) Specific references to the Plan provision(s) on which the denial is based;

3) A description of any additional material or information necessary to complete the claim and an explanation of why this material or information is necessary;

4) A description of any internal protocols, rules, or guidelines relied upon in denying the claim or a statement that such internal protocols, rules, or guidelines do not exist

5) If the determination was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request;

6) A statement that any appeal of the denial must be made in writing to the Fund Office, within 180 days after receipt of the notice of the claim denial, and that any appeal must include a full description of the pertinent issues and the basis of the appeal; and

7) A statement that you may file a civil action for relief pursuant to Section 502(a) of the Employee Retirement Income Security Act, as amended ("ERISA"), for any issues denied upon appeal and a reference to the 12 month time limit for bring such action.

In addition, the Notice will include an explanation for disagreeing with or not following (1) the views you presented of health care professionals treating you and vocational professionals who evaluated you, (2) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (3) a disability determination made by the Social Security Administration regarding your disability that you presented to the Plan. The notice will further include a statement regarding the rights of you and your authorized representative to obtain access to and free copies of all documents relevant to the claim. The decision shall be provided in a culturally and linguistically appropriate manner to the extent required under applicable law.

If your disability pension claim is denied in writing, or if you do not receive written notice of a decision on your claim within 45 (or 105 days, if applicable), you may appeal your denied claim and receive a full and fair review of your claim and its denial. If you decide to appeal your claim, you or your authorized representative must submit a written request for review to the Fund Office within 180 days after you receive the notice of the denial of your claim. However, if you do not receive notice of a decision on your claim by the end of the 45-day period for deciding the claim (of by the end of the 105 day period, if applicable), then you will have 180 days after the end of that period to file an appeal. You or your authorized representative have the right to review any applicable documents, and to submit, in writing, any issues, comments or additional information or material.

During consideration of your appeal it is possible that the Trustees may consider new or additional evidence which had not been considered with respect to the original denial. Prior to the date that the Trustees decide your appeal, the Trustees will provide you, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, insurer or other person making the benefit determination in connection with the claim or termination. This evidence will be provided to you as soon as possible and sufficiently in advance of the date on which the decision on appeal is required to be provided in order to provide you a reasonable opportunity to respond prior to that date. In addition, before the Trustees can issue a decision on an appeal based on a new or additional rationale, the Trustees will provide that rationale to you, free of charge. As with new or additional evidence, this new rationale will be provided to you as soon as possible and sufficiently in advance of the date on which the decision on appeal is required to be provided in order to provide you a reasonable opportunity to respond prior to that date.

A decision on the appeal of your claim will be made within 45 days after the receipt of your appeal, unless there are special circumstances that require additional time for processing your appeal. In such a case, the Trustees will endeavor to notify you in writing, giving you a specific date, but no later than 90 days after your appeal is submitted in complete form. You will be notified of when to expect the decision and the reason for the delay. The review and decision shall be independent of the initial decision and give no deference to the initial decision.

You will receive a written notice, informing you of the decision on the appeal of your claim. A notice of an adverse decision must include:

1) The specific reason or reasons for the decision;

2) A reference to the specific plan provisions on which the determination is based;

3) A statement that you are entitled to receive without charge reasonable access to and copies of all relevant documents;

4) A statement regarding your right to bring a civil action under Section 502(a) of ERISA for any issues denied on appeal, including the requirement that this action be brought within 12 months of the decision;

5) A copy of any internal rule, guideline, protocol or other similar criteria relied upon in making the determination or a statement that such internal rules, guidelines, protocol or other similar criteria do not exist; and

6) If the determination was based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

In addition, the Notice will include an explanation for disagreeing with or not following (1) the views you presented of health care professionals treating you and vocational professionals who evaluated you, (2) the views of medical or vocational experts whose advice was obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination, and (3) a disability determination made by the Social Security Administration regarding your disability that you presented to the Plan. The decision shall be provided in a culturally and linguistically appropriate manner to the extent required under applicable law.

If you do not receive a written notice of the decision on your appeal within the 45 or 90-day period, as applicable, then your claim will be treated as denied.

If you are dissatisfied with the results of an appeal you may pursue your claim in a court of law, but only after you have timely pursued and exhausted your appeal rights under the Plan. However, any such judicial action must be initiated within 12 months from the date a final determination is made. Failure to initiate a judicial action within the 12 month period from the date a final determination is made shall bar you from bringing any such claim.

If you have any questions regarding any of the procedures discussed above, you should ask the Fund Office.

IMPORTANT PLAN INFORMATION

Qualification of Plan

It is intended that at all times this Plan will be a "qualified plan." Qualified status ensures that your benefits will not become taxable to you before they are paid out, and gives you the opportunity to delay taxation by using the rollover and direct transfer techniques discussed on pages 17-18 above. Authority has been given to the Trustees to amend or change the terms and provisions of the Plan and Trust Agreement as may be required to maintain this "qualified" status.

Termination of Plan

This Pension Trust Fund shall cease and terminate upon the occurrence of any of the following events:

1) In the event the Trust Fund shall, in the opinion of the Trustees, be inadequate to carry out the intent and purpose of the Trust Agreement, or be inadequate to meet the payments due or to become due under the Trust Agreement and under the Plan of Benefits to Participants and Beneficiaries already drawing benefits; or

2) In the event there are no individuals living who can qualify as Employees hereunder; or

3) In the event of termination by action of the Union and the Employers; or

4) In the event of termination as may be otherwise provided by law.

Upon termination or partial termination of this Plan, the rights of all affected Participants to Benefits accrued to the date of such termination or partial termination to the extent funded as of such date, shall be nonforfeitable.

The procedures for allocating the Plan assets in the event of a complete termination of the Plan are as follows:

1) Payment of all expenses incurred by the Plan.

2) Benefits payable to retired Participants or their surviving Beneficiaries.

3) Benefits to all other Participants under this Plan.

Limits on Covered Compensation and Annual Contributions

Federal regulations state that there are certain limitations on contributions and other additions to a defined contribution pension plan. These limitations include the following:

1) Compensation

   "Compensation" includes your wages and any other amounts you receive from the Employer for services rendered as reported on Internal Revenue Service Form W-2.

Compensation for Plan purposes also includes, among other things, the following amounts not reported as wages on your Form W-2: any elective deferral contributions you made to the Plan and any contributions you made to any 125/Cafeteria Plan maintained by an Employer. The Plan cannot recognize compensation in excess of a maximum amount ($305,000 for 2022). This amount is subject to adjustment in future years for cost of living increases.

2) Other Limitations

Your benefits under the Plan may be affected by the numerous limitations that apply to them under the Internal Revenue Code. For example, there is a limit on the maximum amount that can be contributed annually to the Plan for you. Furthermore, there are special rules that will apply if the Plan is top-heavy. Generally, the Plan will be considered top-heavy if 60% or more of the Account Balances are attributable to key Employees (e.g. officers and stockholders). If the Plan does become top-heavy, non-key Employees will receive at least the minimum contributions required by law. It is unlikely that these limitations will ever apply, but if they ever do apply to you, the Fund Office will inform you of the effect the limitation has on your Plan benefits.

Reciprocity

The Fund participates in the Electrical Industry Pension Reciprocity Agreement.

Employer contributions made on behalf of IBEW Local No. 176 will be transferred to the Participant's Home Fund for the work month upon completion of the necessary Transfer Forms.

Plan Expenses

The Plan permits the payment of certain Plan expenses to be made from the Plan's assets. The Trustees have instituted a uniform charge which will be assessed against each Participant's account to pay the Plan's expenses.

There are certain other expenses that may be paid from Participant accounts. These are expenses that are specifically incurred by, or are attributable to an individual Participant. For example charges attributable to the particular investments in which you participate will be charged to your account.

Loss of Benefits

The Plan is a "defined contribution" qualified retirement plan, under which the Plan assets are allocated at all times among the accounts of the Participants. Therefore, the Plan is not eligible for insurance coverage of benefits by the Pension Benefit Guaranty Corporation, which is a government agency established to provide insurance for certain other ("defined benefit") pension plans.

You are fully vested in your Account Balance. Therefore, your Account Balance will only decrease when there are investment losses or after each uniform assessment made for plan expenses.

Third Party Claims

Creditors cannot attach your Plan benefits. If creditors could buy or be assigned your benefits, the main purpose of the Plan -- to give you and your family greater security when you get older or become disabled -- would be defeated. Therefore, even if you want to, you cannot assign or sell your Plan benefits to others, nor can creditors obtain any interest you have in the Plan. The only exceptions are that a court could order that your Plan benefits be paid in whole or in part to someone else (such as an ex-spouse) pursuant to a QDRO, as explained below, or be subjected to an IRS tax levy.

If your Plan account is subject to a QDRO issued in connection with child support, alimony or marital property rights, your account balance, benefit payments or beneficiary selection may be affected. The Board of Trustees has adopted QDRO procedures that govern how these orders are to be reviewed and administered, which are available upon request. You should contact the Fund Office for more information.

Social Security

Your benefits under this Plan are in addition to your benefits from Social Security and will not affect any benefits you are entitled to under Social Security or Medicare.

Limitations Period

All judicial actions filed against the Trustees must be filed within 12 months of when a final decision on a benefit claim or other Trustee action has occurred.

INFORMATION REQUIRED BY ERISA

1) **Name of Plan**: NECA-IBEW Local No. 176 Pension Trust Fund

2) **Plan Established and Maintained By:**

Board of Trustees
NECA-IBEW Local No. 176 Pension Trust Fund
1100 N. E. Frontage Road
Joliet, Illinois 60431
Phone: (815) 729-2666

3) **Sponsoring Employers**:

A complete list of the Employers sponsoring this Plan may be obtained upon written request to the Fund Administrator or it may be examined at the Fund Office and certain other locations.

4) **Employer Identification Number (EIN)**:

36-2953263

5) **Plan Number:** 001

6) **Type of Plan:**

The NECA-IBEW Local No. 176 Pension Trust Fund is referred to as a defined contribution pension plan. The Money Purchase Individual Accounts are considered part of a money purchase defined contribution pension plan while the Profit Sharing Individual Accounts are considered part of a profit sharing defined contribution pension plan.

As this is a defined contribution plan, the dollar amount of benefit provided is based on the amount of contributions paid on behalf of the Participant, adjusted by the account's investment experience.

The exact dollar amount of the contribution is determined by collective bargaining between the Union and the Employer(s).

Because it is a defined contribution pension plan, the benefits under the Plan are not guaranteed by the Pension Benefit Guaranty Corporation.

This plan is also intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As a result, the Board of Trustees may be relieved of liability for any losses that result from your investment decisions.

7) **Type of Administration of the Plan**

This Plan is administered and maintained by the Board of Trustees for the NECA-IBEW Local No. 176 Pension Trust Fund. Address all communications with the Board of Trustees to:

Board of Trustees
NECA-IBEW Local No. 176 Pension Trust Fund
1100 N. E. Frontage Road
Joliet, Illinois 60431
Phone: (815) 729-2666

8) **Agent for Service of Legal Process**:

The Trustees have named the following Agent for service of legal process:

Arnold and Kadjan, LLP
35 East Wacker Drive, Suite 600
Chicago, Illinois 60601
Phone: (312) 236-0415

Service of legal process may also be made upon any Plan Trustee.

9) **Name, Title and Address of Principal Place of Business of each Trustee**:

Management Trustees
Larry Clennon
Eastern Illinois Chapter of NECA
1308 Houbolt Road
Joliet, Illinois 60431

Shane Elliott
Eastern Illinois Chapter of NECA
1308 Houbolt Road
Joliet, Illinois 60431

Greg Outsen
Eastern Illinois Chapter of NECA
1308 Houbolt Road
Joliet, Illinois 60431

Labor Trustees
Steve Magruder, Chairman
1100 N. E. Frontage Road
Joliet, Illinois 60431

Andres Rico
1100 N. E. Frontage Road
Joliet, Illinois 60431

Floyd Jones
1100 N. E. Frontage Road
Joliet, Illinois 60431

10) **Fund Administrator**:

Board of Trustees
NECA-IBEW Local No. 176 Pension Trust Fund

11) **Legal Counsel**

Arnold and Kadjan, LLP
35 East Wacker Drive, Suite 600
Chicago, Illinois 60601

Greenberg Traurig.
77 West Wacker Drive, Suite 3100
Chicago, Illinois 60601

12) **Collective Bargaining Agreements**:

This Plan is maintained pursuant to Collective Bargaining Agreements entered into between IBEW Local No. 176 and the Eastern Illinois Chapter of the National Electrical Contractors Association ("NECA") Employers. You may obtain a copy of the Collective Bargaining Agreements by writing to the Fund Administrator, or you may examine them at the Fund Office.

13) **Sources of Contributions**:

This Plan is funded through contributions by the Employers on behalf of their covered Employees, under the terms of a Collective Bargaining Agreement or participation agreement, and by investment income earned on the Fund's assets.

14) **Funding Medium for the Accumulation of Plan Assets**:

Assets are accumulated and benefits are provided by the Trust Fund. Investment assets of the Plan are held in custody at John Hancock Trust Company, LLC.

15) **Date of the Plan's Fiscal Year End:**

May 31

16) **Statement of ERISA Rights**:

1. As a Participant in the NECA-IBEW. Local No. 176 Pension Trust Fund you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended. ERISA provides that all Plan Participants shall be entitled to:

   a. Examine, without charge, at the Fund Office and at other locations (worksites and union halls), all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by the plan with the U.S. Department of Labor, such as annual reports and plan descriptions.

   b. Obtain copies of all plan documents and other information upon written request to the Fund Office. The Trustees may make a reasonable charge for the copies.

   c. Receive a summary of the Plan's Summary Annual Report. The Fund Office is required by law to furnish each Participant with a copy of this summary financial report.

   d. Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The Plan must provide the statement free of charge.

   e. File suit in a federal court, if any materials requested are not received within 30 days of the Participant's request, unless the materials were not sent because of matters beyond the control of the Fund Office.

2. In addition to creating rights for Plan Participants, ERISA imposes obligations upon the persons who are responsible for the operation of the employee benefit plan.

3. These persons are referred to as "fiduciaries" in the law. Fiduciaries must act solely in the collective interest of all the Plan Participants and they must exercise prudence in the performance of their fiduciary duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the plan.

4. Your Employer may not fire you or discriminate against you to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

5. If you are denied a pension benefit in full or in part, you have a right to know why that 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 these are steps you can take to enforce you rights. For instance, if you request in writing a copy of the Plan and Trust Agreement or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. The court may require the Fund Administrator to provide the materials you requested and to 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 Fund Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may also file suit in a federal court or in a state court to enforce your claim. In addition, if you disagree with the Board of Trustees' decision (or lack of a decision) concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a federal court.

6. If Plan fiduciaries are misusing the Plan's money, you have a right to file suit in a federal court or request assistance from the U.S. Department of Labor. The Court will decide who should pay costs and legal fees. If you are successful, the Court may order the person you have sued to pay the costs and fees. If you lose, the Court may order you to pay these costs and fees, for example, if it finds your claims are frivolous.

7. If you have any questions about this statement or your rights under ERISA, 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.

This document was prepared for Employees of Employers who participate in the Fund. If there is any ambiguity or inconsistency between terms of the Plan document and this Summary Plan Description, the terms of the Plan document are final and controlling.

You should not rely on this Summary Plan Description as creating any legal rights. Any rights you may have under the Plan are created solely by the written Plan document. This description does not create any rights to employment.

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