IBEW LOCAL No. 117
PENSION FUND

Summary Plan Description

Effective January 1, 2022

Important Note
This booklet is called a Summary Plan Description and is intended to provide a brief description of the Plan's features. Complete details of the Plan are contained in the Plan document. If there is a difference between this booklet and the Plan document, the Plan document (available from both the Fund Office and the IBEW Local 117 Union Office) will govern. This SPD describes the Plan's provisions as of January 1, 2022. The information provided on taxes is general in nature and may not apply to your personal circumstances. You should consult a tax advisor for more information.

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PLAN HIGHLIGHTS

The following information contains highlights of the IBEW Local No. 117 Pension Plan (the "Plan"). Please read this entire Summary Plan Description ("SPD") for more details, and share this copy with your spouse.

Plan Structure
This is a multiemployer defined benefit pension plan (with certain benefits guaranteed by the PBGC) that generally will pay you a monthly benefit (and an optional lump sum benefit) when you qualify at retirement.

Joining the Plan
You will become a Participant in the Plan after completing one Year of Service, defined as a minimum of 480 qualifying hours with a Participating Employer(s) who is required to contribute to the Plan on your behalf.

Employer Contributions
Contributions to the Plan will be made on your behalf by employers based on the terms of the collective bargaining agreement (CBA) with the Union, or such other written agreement with the Trustees. You can receive a copy of the CBA and a list of Participating Employers from the Fund Office.

Retirement Benefits
You will generally become eligible for a monthly benefit under the Plan when you reach your Normal Retirement Age of 65 or your Early Retirement Age of 55, based on the contributions made to the Plan on your behalf by Participating Employers.

Vesting
You will generally become 100% (fully) vested in benefits under the Plan after completing 5 Years of Service. Fully vested means that you have full ownership in the benefits to which you are eligible.

Plan Administration
The Plan is governed by a Board of eight Trustees, four of whom represent members of the Union and four who represent the Participating Employers. The Trustees have hired a third-party administrator to manage the day-to-day operations of the Plan.

Plan Rules and Regulations
The rules and regulations of the Plan are described in the Plan and Trust Documents. If there are any differences between the provisions of the Plan Documents and this SPD, the Plan Document will control.

Obtaining More Information
The Fund Office is managed for the Trustees by TIC International Corporation, located in Lansing, MI.

If you have any questions about the Plan, you can call TIC toll free at (877) 423-9117. You can also contact the IBEW Local No. 117 Union Office in Crystal Lake, IL at (847) 854-7200.

International Brotherhood of Electrical Workers
Local No. 117 Pension Fund

INTRODUCTION

This Summary Plan Description ("SPD") of the International Brotherhood of Electrical Workers No. 117 Pension Plan (the "Plan") explains the various benefits offered by the Plan, as of January 1, 2022.

The Plan was first established on June 1, 1971, and is funded through contributions made by employers obligated to do so under the terms of a collective bargaining agreement between the Union and Participating Employers. Participants are not permitted to make individual contributions to the Plan.

The Plan is a defined benefit pension plan, which may provide you and your spouse with a benefit determined by the plan formula. Every year a certified actuary performs a valuation of the Plan to verify that the contributions received are sufficient to meet the minimum funding standards established by law.

The Plan is governed by a Board of eight Trustees, four of whom represent the members of the Union and four of whom represent the Participating Employers. All Trustees serve without additional pay.

The operation of the Plan is governed by the Agreement and Declaration of Trust of the International Brotherhood of Electrical Workers Local No. 117 Pension Fund. This Trust Agreement and all other relevant documents governing the Plan, including the applicable collective bargaining agreement (CBA), are available for your inspection at the Fund Office and the Union Office; printed copies may be obtained for a nominal charge upon written request to the Fund Office.

Fund Office
You, your beneficiaries, or your legal representative may examine the documents that govern the Plan during regular business hours by contacting or visiting the Fund Office, located at:

TIC International Corp.
6525 Centurion Drive
Lansing, MI 48917-9275
(517) 321-7502 • (877) 423-9117 toll free
(517) 321-7508 fax
Local Union Office Inquiries: (847) 854-7200

No one has the authority to speak for the trustees in explaining the eligibility to participate or benefits provided by the Plan, except the full Board of Trustees or the Plan's Administrative Manager to whom this authority has been delegated.

All assets of the Plan are held in trust by the Board of Trustees, who have the responsibility and discretion to invest all Plan assets for the purpose of providing benefits to eligible Participants and beneficiaries and defraying reasonable costs of administration. The assets of the Plan are held in trust, with custody provided by Charles Schwab & Co. and Union National Bank.

Limitations of this SPD

This summary is not a substitute for the formal Pension Plan document. If there is any conflict or difference between this SPD and the provisions of the formal Pension Plan document, the Plan document will control. You should read this SPD carefully to familiarize yourself with the principal provisions of the Plan to help you understand how the Plan works and how to obtain benefits under the Plan. Share this booklet with your spouse, if you are married, and keep it in a safe place for future reference.

If, at any time, you have any questions about your status or rights under the Plan, do not hesitate to contact the Fund Office for clarification. It is advisable to address your inquires in writing so that your inquiry and the Fund Office response can be a matter of record. If and when changes to the Plan are made or required by law, you will be informed of them by notification from the Fund Office.

***NOTES**: This SPD is a summary of the Plan Document and is intended to give you a summary of the major features of the Plan. Participants and beneficiaries should not rely upon any oral description of the Plan because the written terms of the Plan will always govern.*

International Brotherhood of Electrical Workers
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IMPORTANT DEFINITIONS

Association means the Northeastern Illinois Chapter of the National Electrical Contractors Association, Inc.

Covered Employment means employment with an Employer for which a contribution is required to be made under the terms of a collective bargaining agreement with the Union or other written agreement with the Trustees.

Participating Employer means an employer who participates in the Plan pursuant to the terms of a collective bargaining agreement with the Union or other written agreement with the Trustees. If you would like to know if an employer participates in the Plan, you may request that information in writing from the Trustees.

Disability means your "total and permanent" inability, as a result of a physical or mental condition, to engage in any gainful occupation. A Participant shall be deemed permanently and totally disabled upon determination by the Social Security Administration that he is entitled to a Social Security Disability Benefit.

Normal Retirement Date means the first day of the month coincident with or following the date on which you reach age sixty-five (65), or the fifth anniversary of your participation in the Plan, whichever is later.

Participant means an employee of an Employer who is eligible to participate under the provisions of the Plan, who has completed one Year of Service, defined as a minimum of 480 qualifying hours with a Participating Employer(s), and any former employee of an Employer who has an earned benefit under the Plan.

Plan means the International Brotherhood of Electrical Workers Local No. 117 Pension Fund.

Plan Year means the period in which administrative and financial records of the Plan are maintained. The Plan Year is the 12-month period beginning January 1 and ending December 31.

Trustees mean the Plan's Board of Trustees, the members of which are appointed by the Union and the Association to administer the Plan.

Union means Local Union No. 117, International Brotherhood of Electrical Workers and such other local unions accepted for participation by the Trustees.

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PLAN PARTICIPATION AND SERVICE

Participation

To become a Participant in the Plan you must complete one Year of Service with an Employer(s) who is required to make contributions on your behalf under the terms of the collective bargaining agreement, contribution agreement or other written agreement with the Trustees. You must complete 480 Hours of Service within an eligibility computation period. Your initial eligibility computation period begins on the first day of your first payroll period and ends on the one-year anniversary of the last day of such payroll period. If eligibility is not met during the initial computation period, a subsequent 12-month eligibility period begins on the first day of the first payroll period following the close of the prior eligibility computation period.

You will then enter the Plan on the first January 1 or July 1 following satisfaction of the eligibility requirements. Once you are a Participant, subsequent computation periods are measured by Plan Year beginning with the Plan Year which includes the one-year anniversary of employment commencement. Please contact the Fund Office if you have any questions concerning your eligibility to participate in the Plan.

Service

Service means your employment with a Participating Employer. You earn an Hour of Service for each Hour of Work for which you were paid or entitled to payment and for which a Participating Employer was obligated to contribute to the Plan on your behalf. You receive credit for each Hour of Service regardless of whether or not your employer actually made the contributions they were obligated to make.

A Participating Employer is an Employer who is bound by a collective bargaining agreement or participation agreement with the Plan and agrees to contribute to the Plan in accordance with such agreement.

<u>Service Prior to June 1, 1976</u>: If you were a Participant in the Plan as of May 31, 1976, your last period of Continuous Service determined under the provisions of the original Plan is counted as Service.

<u>Service on and After June 1, 1976</u>: You are granted one Year of Service for each Plan Year during which you complete 480 Hours of Service, beginning with the first Plan Year which includes the one-year anniversary of your employment commencement date. In addition, you are granted one Year of Service once you meet the conditions for initial Plan Eligibility.

Break in Service
If you fail to work 480 Hours of Service during a Plan Year after you have become a Participant in the Plan, you will incur a One-Year Break in Service. However, you will not incur a One-Year Break in Service if your failure to work 480 Hours of Service is due to disability because of accident or illness, or Uniformed (Military) Service.

In addition, if you are on maternity or paternity leave, you will be credited with up to 8 Hours of Service per day, up to a maximum of 480 hours total, as necessary to prevent a Break in Service during the Plan Year in which the maternity or paternity leave begins or the next following Plan Year. Maternity or paternity leave means absence due to 1) your pregnancy, 2) the birth of your child, 3) placement of a child with you in connection with the adoption of such child by you, or 4) caring for your child immediately after its birth or adoption.

If you feel you meet the requirements for one of the exemptions to the Break in Service rules outlined above, you must notify the Fund Office of your special circumstances on a form prescribed by your Trustees.

Permanent Break in Service
You will incur a Permanent Break in Service and you will forfeit your Years of Service if you accumulate five consecutive One-Year Breaks in Service prior to becoming vested. If you incur a Permanent Break in Service, you will forfeit your Years of Service. However, if you are vested (i.e. have accumulated at least five Years of Service), you cannot incur a Permanent Break in Service.

Uniformed (Military) Service
If you leave employment for certain periods due to qualified uniformed service, which may include the National Guard, the Commissioned Corps of the Public Health Service and other types of service designated by the President in time of war or emergency, and return to Covered Employment, you will be credited with vesting service, Employer Contributions and other benefits to the extent required under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA).

You will be credited with the hours of service for each week of uniformed service that is equal to the hours of service you would have worked had you remained continuously employed. If it is not reasonably certain how many hours you would have worked, you will be credited with the average weekly hours of service you completed during the one-year period (or shorter period if you had not been employed for a full year) immediately preceding the period of uniformed service.

However, in order to receive credit for your military service, you must follow strict rules regarding notification of your employer when you enter the service and reapplication for covered employment upon leaving the service. Please contact the Fund Office for a complete explanation of the USERRA rules and your obligations in order to receive credit for military service.

Timely Return to Work Following Uniformed (Military) Service
To receive credit for the period of your uniformed service, you must make yourself available for work on a timely basis. As a general guideline, the following time frames apply:

Length of Military Service Was	You Must Return to Work
Less than 31 days	The next workday*
31 days to 180 days	Within 14 days of discharge
181 days to 5 years	Within 90 days of discharge

* After an 8-hour rest period.

Please notify the Fund Office once you know that you will be entering any type of uniformed military service, and as soon as you complete your service. If you cannot meet the foregoing return to work guidelines due to your convalescence from a service-related injury or disability, you must be given a reasonable amount of additional time to return to work, consistent with applicable law.

In the case of your death while performing uniformed service, your beneficiaries are entitled to any additional benefits provided under the Plan as if you had resumed employment and then terminated employment on account of death. You should contact the Fund Office if you have any questions regarding your USERRA rights under the Plan.

CONTRIBUTIONS

Employer Contributions
The Employers make contributions to the Plan based on hourly rates negotiated by the Union. Each Participating Employer employing you during the Plan Year will make a contribution to the Plan on your behalf in an amount determined under the applicable collective bargaining agreement or other written agreement between the Trustees and the Employer.

Beginning June 1, 2009, Employers also make additional contributions to the Plan, which are not credited to the calculation of benefits under the Plan. These non-credited pension contributions are made for the purpose of improving the funding of the Plan and are not counted in determining your benefits under the Plan.

Participants are not permitted to make individual (e.g. 401(k)) contributions to the Plan. Please contact the Fund Office if you have any questions concerning the calculation of any Employer Contributions made on your behalf.

International Brotherhood of Electrical Workers
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YOUR RETIREMENT BENEFITS

Normal Retirement Benefits
You will be eligible to begin receiving your Normal Retirement Benefit upon reaching your Normal Retirement Date, generally after attaining age 65. If you have reached your Normal Retirement Date and completely retired from employment with all employers within the jurisdiction of the Plan, you may apply to the Board of Trustees for your Normal Retirement Benefit. You may also be eligible to receive a benefit at earlier ages; see Early Retirement Benefits on the next page. Your monthly Normal Retirement Benefit equals the sum of your Future Service Benefit and Past Service Benefit, as defined below:

<u>Legacy Accrued Benefit</u>

Your pre-January 1, 2022 monthly Normal Retirement Benefit shall equal the sum of your Future Service Benefit and Past Service Benefit, as defined below.

<u>Future Service Benefit</u>: is based on when you last worked an Hour of Service:

- If you last worked prior to January 1, 1990, your Future Service Benefit paid monthly is 4.4% of contributions made on your behalf after June 1, 1971, but prior to January 1, 1988, plus 4% of contributions made on or after January 1, 1988.

- If you last worked between January 1, 1990 and December 31, 1990 your Future Service Benefit paid monthly is 4.4% of contributions made on your behalf after June 1, 1971, but prior to January 1, 1990, plus 4% of contributions made on or after January 1, 1990.

- If you last worked between January 1, 1991 and December 31, 1992 your Future Service Benefit paid monthly is 4.4% of contributions made on your behalf after June 1, 1971.

- If you last worked between January 1, 1993 and December 31, 1997 your Future Service Benefit paid monthly is 4.6% of contributions made on your behalf after June 1, 1971.

- If you last worked on or after January 1, 1998, your Future Service Benefit will be calculated according to the following table:

Work Dates	Monthly Benefit Earned
6/1/1971 to 12/31/1997	4.6% times credited contributions
1/1/1998 to 12/31/2003	4.6% times ½ of credited contributions, plus 2.5% times ½ of credited contributions
1/1/2004 to 12/31/2015	3.6% times ½ of credited contributions, plus 2.0% times ½ of credited contributions

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Work Dates	Monthly Benefit Earned
1/1/2016 and later	1.8% times credited contributions

<u>Past Service Benefit</u>: is equal to your Years of Service earned prior to June 1, 1971, multiplied by $2.50, less $2.50 for each Year of Service you earned after June 1, 1972. Your Past Service Benefit will never be less than zero.

Your maximum Future Service Benefit shall be calculated for work through December 31, 2021.

Supplemental Pension Fund Benefit
For the period January 1, 1998 through December 31, 2006, contributions and benefit accruals were split between the Plan and another tax-qualified pension plan known as the IBEW Local 117 Supplemental Pension Fund. The Supplemental Pension Fund's assets and liabilities were merged into the Plan at the start of January 1, 2007. Any benefit earned under the Supplemental Pension Fund is now payable under the Plan; therefore, these benefits have been incorporated into the table just above.

Normal Benefit Calculation Example
For example, suppose you retired in 2021 at age 65 (your normal retirement date), and over the course of your career a total of $202,000 was contributed on your behalf. Your monthly Normal Retirement Benefit would be $6,366:

- 4.6% of $70,000 in contributions remitted between January 1, 1998 and December 31, 2003 = $3,220; plus
- 2.5% of $70,000 in supplemental contributions remitted between January 1, 1998 and December 31, 2003 = $1,750; plus
- 3.6% of $14,000 in contributions remitted between January 1, 2004 and December 31, 2015 = $504; plus
- 2.0% of $14,000 in supplemental contributions remitted between January 1, 2004 and December 31, 2015 = $280; plus
- 1.8% of $34,000 in contributions remitted after January 1, 2016 = $612.

The non-credited pension contributions made by your employer beginning June 1, 2009 will not be used in determining the benefits you are entitled from the Plan, and you will not receive credit for any contributions made on your behalf prior to incurring a Permanent Break in Service.

Variable Benefit

Your post-December 31, 2021 monthly Normal Retirement Benefit shall be as defined below.

Variable Benefit

Your Variable Benefit means your Normal Retirement Benefit expressed as the monthly amount payable under the Standard Payment Form (Life Only Annuity) as of any given date.

The Variable Benefit is first calculated based on the Accrued Benefit earned in a Plan Year and is then adjusted for investment performance above or below the Hurdle Rate. The Accrued Benefit earned in a Plan Year, subject to adjustment, is calculated as follows: The Variable Benefit Pension Plan ("VBPP") Employer Contributions multiplied by 1.50%.

During 2022 and 2023, your Variable Benefit will consist of the Accrued Benefit you earned during 2022 and 2023. Thereafter, your Variable Benefit will consist of your Variable Benefit earned as of the beginning of the prior Plan Year ("A") multiplied by the Annual Adjustment for the Plan Year ("B"), plus the Accrued Benefit earned for the prior Plan Year and current Plan Year ("C"). This formula can be stated as follows:

(A * B) + C = Your Variable Benefit

Investment Rate of Return

The term "Investment Rate of Return" means the market rate of return on the investment of the Plan's assets as determined annually by the Plan's Actuary.

The Annual Adjustment

General Description of the Annual Adjustment
Beginning January 1, 2024, your Variable Benefit will be adjusted at a variable rate which is referred to as the "Annual Adjustment." The Annual Adjustment is based on the difference between the Plan's five-year average Investment Rate of Return and the Plan's investment returns benchmark that is referred to as the Hurdle Rate. The Plan's Hurdle Rate is 5%.

Date of Annual Adjustment
The Annual Adjustment occurs on January 1 of each Plan Year.

The Annual Adjustment Formula
The formula used to determine the Annual Adjustment for the Plan Year is:

((1 + the average annual Investment Rate of Return during the 5 years ending December 31 of the second preceding Plan Year) divided by (1 + the Hurdle Rate))

Examples:
Before you retire, your Variable Benefit is adjusted each January 1. In the following example, assume that you have a Variable Benefit of $3,000 per month as of January 1, 2036 and you earn an additional $197.04 due to work performed in 2036. Also assume that the average annual Investment Rate of Return during the 5 years ending December 31, 2035 is 7%. Listed below is an example of how your Variable Benefit would be calculated as of January 1, 2037.

“A”	Variable Benefit at 1/1/2036	$3,000/mo
“B”	Annual Adjustment	1.07/1.05
	Adjusted benefit (“A” x “B”)	$3,057.14/mo
“C”	Additional Benefit earned in 2036	$197.04/mo
	Variable Benefit at 1/1/2037 (“A” x “B” + “C”)	$3,254.18/mo

After you retire, your Variable Benefit is adjusted each January 1. In the following example, assume that you retired on January 1, 2045 with a Variable Benefit of $5,000 per month. Also assume that the average annual Investment Rate of Return during the 5 years ending December 31, 2044 is 10%. Listed below is an example of how your Variable Benefit would change starting January 1, 2046.

”A”	Variable Benefit at 1/1/2045	$5,000/mo
”B”	Annual Adjustment	1.10/1.05
	Adjusted Benefit (“A” x “B”)	$5,238.10/mo
”C”	Additional Benefit earned in 2045	$0/mo
	New Variable Benefit payable beginning 1/1/2046 (“A” x “B” + “C”)	$5,238.10/mo

This booklet provides only a brief summary of how to compute your benefits. The actual benefit to which you are entitled under the Plan may be different. If you have specific questions regarding your benefits, you should contact the Fund Office; the formal plan documents contain detailed rules on how to compute your benefits.

Total Retirement Benefit
Effective January 1, 2022, a Participant's monthly Normal Retirement Benefit shall be the sum of his Legacy Accrued Benefit and his Variable Benefit. The Legacy Accrued Benefit will not vary.

Benefit Limits
The law imposes certain maximum limits on benefits which may restrict the benefit to which you would be entitled under the benefit formula. Generally, there

is a cap on the dollar amount of this benefit. The dollar cap varies depending on your year of birth, age at pension commencement and year of retirement.

Early Retirement Benefits
If you have reached your Early Retirement Date, following your fifty-fifth (55th) birthday or the date you attain 10 Years of Service, whichever is later, and completely retired from employment with all employers within the jurisdiction of the Plan, you may apply to the Board of Trustees for an Early Retirement Benefit.

If you retired before January 1, 2012, your Early Retirement Benefit is your Normal Retirement Benefit reduced by ½ of 1% for each month by which commencement of your Early Retirement Benefits precedes your 63rd birthday.

If you retire on or after January 1, 2012, your Early Retirement Benefit will be: (i) your Normal Retirement Benefit reduced by ½ of 1% for each month by which commencement of your Early Retirement Benefits precedes your 63rd birthday for benefits accrued as of December 31, 2011; plus (ii) your Normal Retirement Benefit reduced by ½ of 1% for each month by which commencement of your Early Retirement Benefits precedes your 64th birthday for benefits accrued on or after January 1, 2012.

Normal Retirement Benefits and Early Retirement Benefits paid from this Plan are subject to the same distribution options and maximum legal limits.

Early Retirement Benefit Calculation Example
Suppose the monthly amount you would be entitled to at your Normal Retirement Benefit is $6,366 (see example above), and your Normal Retirement Date is July 1, 2025, but you want to begin receiving Early Retirement Benefits as of July 1, 2021. Assuming you meet the age and service requirements for an early retirement benefit, your benefit would be calculated as shown below:

1.	Number of months from age 63	24
2.	Reduction per month	.005
3.	Total reduction (line 1 times line 2)	.12
4.	Reduction factor (1 minus line 3)	.88
5.	Benefit Accrued prior to 1/1/2012	$5,370.00
6.	Reduced Accrued prior to 1/1/2012 (line 4 times line 5)	$4,725.60
7.	Number of months from age 64	36
8.	Reduction per month	.005
9.	Total reduction (line 7 times line 8)	.18
10.	Reduction factor (1 minus line 9)	.82
11.	Benefit Accrued on or after 1/1/2012	$996.00
12.	Reduced Accrued on or after 1/1/2012 (line 10 times line 11)	$816.72
13.	Early Retirement Benefit (line 6 plus line 12)	**$5,542.32**

Late Retirement Benefits
If you choose to begin receiving your retirement benefits after your Normal Retirement Date (but no later than April 1 of the year you attain age 72), you will receive an actuarial equivalent increase for each full month you postpone your benefit payments past your Normal Retirement Date.

HOW BENEFITS ARE PAID

Upon reaching your Normal Retirement Date you will become 100% vested in your retirement benefits, regardless of your Years of Service. The form of your benefit payments will then be dependent on your marital status and your individual elections.

Payments to Married Retirees
If you have been married for at least one year when you retire, the default form of benefit is a joint and survivor annuity. You will receive a monthly retirement benefit for your life, then at your death, your spouse will continue to receive a lifetime income equaling two-thirds (⅔) of your monthly benefit, referred to as the Joint and ⅔ Survivor Annuity.

Instead of the Joint and ⅔ Survivor Annuity, you may elect to have your benefits paid in one of the following optional forms:

- <u>Single Life Annuity</u>, which provides a monthly payment that will end upon your death; requires spousal consent;

- <u>10-Year Certain Annuity</u>, which provides a monthly payment that will end at the later of your death or a minimum of 120 payments; requires spousal consent;

- <u>Joint and 50% Survivor Annuity</u>, which provides a monthly payment over your lifetime, and then pays 50% of that benefit to your surviving spouse until the death of your spouse; requires spousal consent;

- <u>Joint and 75% Survivor Annuity</u>, which provides a monthly payment over your lifetime, and then pays 75% of that benefit to your surviving spouse until the death of your spouse; requires spousal consent;

- <u>Joint and 100% Survivor Annuity</u>, which provides a monthly payment over your lifetime, and then pays 100% of that benefit to your surviving spouse until the death of your spouse; requires spousal consent;

If you elect the 10-Year Certain Annuity or one of the Joint and Survivor Annuities, your monthly benefit will be a reduced amount that is the actuarial equivalent of the Single Life Annuity. If you are married and elect a form of payment other than the Joint and ⅔ Survivor Annuity, you must first waive your right to receive the Joint and ⅔ Survivor Annuity and your spouse must consent to the waiver.

If you elect one of the Joint and Survivor Annuities and your spouse predeceases you, or you become divorced, you have the right to cancel your Joint and Survivor payment form and receive the amount to which you would have been entitled had you elected the Single Life form of payment at retirement; this is generally called a "pop-up" benefit. If you become remarried, you may elect to once again begin receiving benefits under the Joint and Survivor payment form.

Partial Lump Sum Option
You may also elect to receive 15% of the actuarial value of your lifetime benefits in the form of a single lump sum payment. If you elect this option, your monthly benefit will be reduced accordingly. If you are married and wish to elect the partial lump sum option, your spouse must consent to the waiver.

3% Increasing Annuity Option
You may also elect that your monthly benefit be paid using the 3% increasing annuity option. This option may be combined with any other form of benefit payable under the Plan (other than a lump sum) and provides for a lower initial monthly benefit that increases by 3% each year. The increases are effective January 1 each year for retirees who were receiving payments as of the preceding October 1st. If you elect this option in conjunction with a Joint and Survivor Annuity, your spouse or beneficiary will also be eligible for the 3% annual increases; however, in no event will you receive an increase above the maximum limit on benefits payable for a particular Plan Year.

The 3% increasing annuity option shall not be available for the Variable Benefit.

Payments to Unmarried Retirees
If you are single when you retire, you will receive your Normal Retirement Benefit in equal monthly installments for life (referred to as the Single Life Annuity). However, you may elect that your payments be paid for your life with a guarantee that at least 120 payments be paid (referred to as the 10-Year Certain Annuity). If you should die before all 120 payments have been paid, the remainder will be paid to your beneficiary. If you elect the 10-Year Certain Annuity, your monthly benefit will be a reduced amount that is the actuarial equivalent of the Single Life Annuity described in the first sentence of this paragraph.

Vested Benefits
To receive a benefit from the Plan you must be vested (own) that benefit. The amount of your Vested Benefit is a specified percentage (called the Vested Percentage) of the amount you would be entitled to at your Normal Retirement Date. Your vested percentage is determined from the following table:

Years of Service	Percentage of Benefit Payable
less than 5	0%
5 or more	100%

Your Vested Benefit will be determined under the Plan as it was in effect on the date you last performed an Hour of Service for a participating employer.

Working Past Your Normal Retirement Date
If you continue working beyond your Normal Retirement Date, the Plan will continue to give you credit for contributions made on your behalf after your Normal Retirement Date. If you continue to work and your benefits are not suspended (see Suspension of Benefits), your Late Retirement Benefit will not be less than the actuarial equivalent of the benefit to which you would have been entitled had you retired on your Normal Retirement Date.

Returning to Work After Retirement - Suspension of Benefits
If you return to work after commencement of benefit payments or work past your Normal Retirement Date, your benefit payments will be suspended (and forfeited) for any month in which you work 40 or more hours in Disqualifying Employment.

Disqualifying Employment means any employment in: 1) an industry in which Participants are employed at the time your payments commenced (or would have commenced in absence of these Suspension of Benefits provisions), 2) a trade or craft (including supervisory duties) in which you were employed at any time under the Plan, and 3) a trade or craft located in the geographic area covered by this Plan, which consists of the State of Illinois and the remainder of any Standard Metropolitan Statistical Area (SMSA) that falls in part within the State of Illinois.

Once your Disqualifying Employment ceases, you may apply to have your retirement-benefits reinstated. Your benefits will be adjusted to reflect any additional contributions made by participating employers on your behalf while your benefits were suspended. If you are paid retirement benefits during one or more months when such payments should have been withheld due to the Suspension of Benefits rules, the Fund may recoup these benefits after your benefits are reinstated. The Fund may withhold up to 100% of your first reinstated monthly payment and up to 25% of subsequent monthly payments until the entire amount you were paid in error is recouped.

The Suspension of Benefit rules apply to Normal Retirement, Early Retirement and Vested Benefits, and apply regardless of the form of benefit elected. Refer to Article III, Section 3.04, and Article IV, Section 4.04, and Article V, Section 5.04, and Article VII, Section 7.10, and Article IX, Section 9.06 of the Plan document for the complete Suspension of Benefits rules.

Required Distributions
Unless you elect otherwise, benefit payments must begin by the sixtieth (60^{th}) day following the close of the Plan Year, which contains the later of 1) your Normal Retirement Date, or 2) the date you last worked an Hour of Service. Regardless of whether or not you continue working, you will be required to begin receiving distribution of your benefits beginning on the April 1 following the close of the calendar year in which you attain age 72.

Small Benefits
If the total value of benefits payable to you is less than $5,000, you will receive a lump sum payment in lieu of the other benefits described in this booklet. You

need not consent to and cannot elect out of this lump sum payment. If the amount of your distribution is greater than $1,000 but less than $5,000, your distribution will be paid in a direct rollover to an individual retirement arrangement (IRA) selected by the Fund Trustees, unless you elect a different IRA or elect to receive the amount in cash.

Designated Beneficiary
You may choose anyone to be your beneficiary under the Plan by filing a Beneficiary Designation Form with the Fund Office. However, if you are married and wish to name someone other than your spouse as your beneficiary, you may do so only with your spouse's written and notarized consent. If you divorce, any beneficiary designation listing your (former) spouse as your beneficiary will become invalid, unless a qualified domestic relations order stipulates your former spouse as an alternate payee entitled to receive all or a portion of your benefit.

If you fail to designate a beneficiary, or if your designated beneficiary dies before you do, your death benefit, if any, will be paid automatically to your surviving spouse or, if none, to your surviving children (in equal shares) or, if none, to your estate.

OTHER PLAN BENEFITS

Total and Permanent Disability Benefits
You may be eligible for Total and Permanent Disability Benefits if you are totally and permanently disabled (as defined below), you are under age 55, and you have at least five Years of Service (at least one of which was earned within the two Plan Years immediately preceding the inception of your disability).

You are considered totally and permanently disabled if you suffer from a physical or mental condition that would prevent you from engaging in any regular occupation or employment for the rest of your life and have been approved for Disability Benefits from the Social Security Administration. You will not be deemed totally and permanently disabled if: 1) your incapacity was contracted during, or resulted from, a felonious enterprise, service with the Armed Forces or a state of war, or 2) your incapacity resulted from an injury that was intentionally self-inflicted.

If you claim total and permanent disability, the Trustees will require that you provide a copy of your Disability Award from the Social Security Administration.

Amount of Disability Benefits
The Total and Permanent Disability Benefit provided by the Plan is 25% of the amount you would be entitled to receive at Normal Retirement Age. When you reach your Normal or Early Retirement Date, you may apply for Early or Normal Retirement Benefits in lieu of your Disability Benefits.

Form of Disability Benefits
Your Total and Permanent Disability Benefit will be paid to you until the earlier of the date 1) you reach your Normal Retirement Date or begin to receive Early or

Normal Retirement Benefits under the Plan, 2) you perform duties in any employment for profit, 3) the Trustees determine on the basis of medical findings that you are sufficiently recovered to resume any regular occupation or employment, 3) you refuse to undergo a periodic medical examination (not more than twice every 12 months), or 4) you die.

However, if your disability is occasioned by chronic substance abuse, you are initially eligible to receive only 12 monthly disability payments. At the end of the initial 12-month period, you may apply to receive additional disability benefits. Approval of additional payments will be granted by the Trustees only if you submit evidence satisfactory to them that you have made reasonable efforts at rehabilitation.

Death Benefits - Pre-Retirement
If you have not begun receiving benefits (except for Disability Benefits) and you die with at least 5 Years of Service (i.e. you are vested) and you are survived by your spouse, your spouse will be eligible to receive a Pre-Retirement Death Benefit from the Plan. However, you must have been married to your spouse for at least one year prior to the time a Pre-Retirement Death Benefit is first payable under the Plan. If you die after 5 Years of Service, but you are not survived by a spouse, or if you and your spouse have waived the Joint and Survivor Annuities, your beneficiary or estate will receive a lump sum death benefit. Your spouse or beneficiary must apply for Pre-Retirement Death Benefits within 12 months of your death.

Amount of Pre-Retirement Death Benefits
If you die after meeting the age and service requirements for a Normal or Early Retirement Benefit, your spouse will receive an annuity for life calculated as if you had applied for a Joint and ⅔ Survivor Annuity on the day before your death.

If you die prior to meeting the age and service requirements for a Normal or Early Retirement Benefit, but you are partially or fully vested in your retirement benefits, your spouse will receive an annuity for life calculated as if you had separated from service on your date of death, survived to your earliest retirement date, applied for a Joint and ⅔ Survivor Annuity, and died immediately thereafter. Your spouse may begin receiving benefits on the date you would have met the requirements for Early or Normal Retirement had you lived.

Amount of Pre-Retirement Lump Sum Death Benefits
If you die after you are vested in your retirement benefits, but you have waived the Joint and Survivor Annuities, or if you do not have a spouse, your beneficiary or estate may receive a Lump Sum Death Benefit equal to your total credited pension contributions made by Employers in your behalf. The Pre-Retirement Lump Sum Death Benefit is only payable if you die before receiving any benefit payments (other than Disability Benefits) from the Plan.

If you are survived by your spouse who is eligible for the Pre-Retirement Death Benefit described above, your spouse may elect to receive the Lump Sum Death Benefit in lieu of any other Spousal Death Benefits. However, a Lump Sum

Death Benefit will never be less than the value of the Surviving Spouse Benefit to which your spouse would otherwise be entitled.

Death Benefits - Post-Retirement

If you die while receiving Normal or Early Retirement Benefits in the form of a Single Life annuity, your beneficiary or estate may be eligible for a Lump Sum Post-Retirement Death Benefit. The amount of such benefit payable is the excess, if any, of the total credited pension contributions made by Employers in your behalf minus the sum of the benefit payments paid to you prior to your death. In no event will this Post-Retirement Death Benefit exceed $1,000.

Income Taxes on Your Distribution

Whenever you receive a distribution from the Plan, it will normally be subject to federal and possibly state income taxes. Under federal law, income taxes will be withheld automatically at the default level, unless you elect another amount in writing. You will be sent an IRS Form W-4 on which you may elect or reject the automatic withholding amount at the time your benefit application is being processed. You may then use this form to specify an amount other than the mandatory default amount to be withheld.

You will be sent a new IRS Form W-4 on which to make an election or rejection each year. If, during the year, you wish to change your mind on the amount of withholding, please contact the Fund Office.

The lump sum portion of your distribution (if any) may be subject to mandatory 20% federal income tax withholding and may also be subject to any applicable state income tax withholding. If you are younger than age 59½ when you receive your lump sum distribution, any amount you receive may be subject to an additional 10% federal excise tax (penalty tax) in addition to any applicable federal and state income taxes. However, the 10% penalty tax will not apply to certain distributions from the Plan, including the following:

- Distributions that begin after you retire or cease Covered Employment in the calendar year in which you turn age 55;
- Distributions to your beneficiary in the event of your death; or
- Distributions rolled over directly to an IRA or to another qualified employer-sponsored retirement plan.

You may obtain a distribution election form from the Fund Office. You will be provided with more information concerning your distribution options when you apply for benefits under the Plan. However, you should contact a tax advisor prior to making your distribution election.

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ASSIGNMENT OF BENEFITS

Generally, your pension payments cannot be assigned, transferred, pledged, or attached by creditors. However, the Pension Plan must honor the terms of any Qualified Domestic Relations Order (QDRO) issued by a court. For the purpose of the Plan, a QDRO is any judgment, order, decree, or approval of a property settlement agreement made on the basis of a domestic relations law. The order may relate to child support, alimony or marital property rights to a spouse, former spouse, child or other dependent and may direct payment of all or a part of your pension benefit to another person. You may obtain a copy of the Plan's procedures for determining whether a court order is a Qualified Domestic Relations Order from the Fund Office at no charge. The Participant and Alternate Payee will each have their initial benefit payments reduced by $500 to cover the administrative fee for processing QDRO determinations and payments.

If your spouse is your beneficiary and you become divorced, the designation of your spouse as your beneficiary under the Plan will become null, void and of no further effect as of the date of your divorce. If you wish your former spouse to remain your beneficiary under the Plan, you will have to complete another beneficiary designation designating your former spouse as your beneficiary after the date of your divorce.

CLAIMS PROCEDURES

Filing a Claim for Benefits

The Trustees retain the right to ultimately decide all claims and appeals, in their sole and absolute discretion. Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. Any exercise by the Trustees of their discretionary authority with respect to construction and interpretation of the Plan and Trust Agreement or eligibility for benefits shall be final and binding on all parties to the decision.

Contact the Fund Office if you wish to file an application for benefits with the Trustees. Your application must be completed in writing on a form approved by the Trustees and returned to the Fund Office. The Fund Office and Trustees will review the application and related information. The Trustees will then make a decision on the application based on the review.

Effective Date of Benefit Payments

Your benefit payments will generally become effective on the later of 1) the first day of the month after the pension application is filed, 2) the effective date of retirement appearing on the application form, or 3) April 1 of the year following the year in which you reach age 72, if you have not started receiving your benefit before then. For example, if you retire and want to receive your first pension payment as of July 1, your application must be received at the Fund Office before June 30.

In order to allow sufficient time to process your retirement application, it is suggested that you file your application form at least thirty (30) but no more than one hundred eighty (180) days before the date on which you plan to retire. If you are married, you and your spouse may have some decisions to make regarding the form of your retirement benefit and your application for benefits must be filed before the date on which you want your benefits to begin. Those decisions must, by law, be made no less than thirty (30) days and no more than ninety (90) days before your benefits begin.

If you want your benefits to begin sooner than thirty (30) days after you and your spouse have received a written explanation of the optional forms of benefits, you may, if your spouse consents in writing on a form which is available at the Fund Office, waive the thirty (30) day requirement, and receive your benefit no less than eight (8) days after receiving the written explanation.

If special circumstances exist in which the Plan cannot process your application for benefits within these time periods, you will receive a notice that:

- Explains the special circumstances that are causing the delay; and
- Sets a date, no later than 180 days after the Trustees received your application, by which the Trustees expect to render their decision.

If the Trustees partially or wholly deny your application for benefits with respect to your eligibility for, or amount of, your benefits, you (or your beneficiaries, dependents or authorized or legal representatives, as may be appropriate) will receive a written notice that will include:

- The specific reason or reasons for the denial;
- Specific references to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary to perfect the claim, and an explanation of why such information is necessary;
- A statement that you may request, free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim; and
- Information regarding what steps you should take if you want to submit a request for review, including a statement about your right to bring a civil action under section 502(a) of ERISA if the claim is denied on review.

Claims Appeal - Requesting a Review
If you disagree with a denial or benefit amount, you or your duly authorized representative may file a written appeal of the denial with the Trustees no later than 180 days after you receive the notice that your claim has been partially or wholly denied. You may include any issues, comments, statements, or documents that you wish to provide with your written appeal. You or your duly

authorized representative may review all pertinent Plan documents relating to your application free of charge when preparing your request.

Whether information or a document is “relevant” is determined in accordance with ERISA Regulation § 2560.503-1(m)(8), 29 CFR 2560.503-1(m)(8). You, or your representative, may submit issues, comments, additional legal arguments, and new information in writing to the Board for its consideration in your appeal. The Trustees' review of your appeal will take into account all materials and information you submit to them before their review of your appeal and their decision on it, whether or not that such information was previously submitted or considered by the Fund Office in the initial determination of your claim.

Upon receipt of your appeal, the Board will review your claim “de novo” (meaning “anew” and without deferring to the initial denial of your claim) and it will review the additional materials and information you submit, if any. The review will occur at the Board's first regularly scheduled meeting following receipt of your appeal, unless your appeal is filed less than thirty (30) days prior to such meeting. In that case, it will be reviewed at the subsequent Board meeting. If, due to special circumstances, the Board requires additional time to review your appeal, you will be notified in writing of the special circumstances and when a determination will be made. The Board will communicate its decision and the reasons therefore in writing within five (5) days after the Board makes its decision on your appeal.

The Trustees typically meet quarterly, and any appeal filed within the 30-day period before a meeting will generally be decided at the next following quarterly meeting. If the Trustees are unable to process your appeal, you will receive a notice explaining the reasons for the delay. The extension notice will:

- Explain the special circumstances (such as the need to hold a hearing) which are causing the delay; and
- Set a date by which the Trustees expect to render their final decision.

Exhausting Administrative Review
If you do not file a claim, follow the Plan’s claims procedures, or timely appeal, you will give up legal rights, including your right to file suit in federal court, because you will not have exhausted the Plan’s administrative review procedures.

Time Limits on Legal Actions Against the Plan
In the event you have submitted a claim in accordance with the Plan’s procedures and the claim has been denied on review, no lawsuit or other action against the Plan or its Trustees may be filed after one year from the date of the Trustees’ final decision on review.

CIRCUMSTANCES THAT COULD AFFECT YOUR BENEFITS

Under certain circumstances, your benefits under the Plan may be denied, reduced, or suspended. These circumstances are as follows:

- If your benefit exceeds the maximum limitations established by law, it will be reduced. Generally, it is not likely that your monthly pension payment will exceed the cap. This dollar cap varies depending on your year of birth, age at pension commencement and year of retirement.
- If you join an excluded class of employees, you may not be eligible for further Plan Participation and this may affect part or all of your future retirement benefits.
- No credit will be given towards the Vesting Service during any Plan Year in which you complete fewer than 480 Hours of Service. This will be considered a One-Year Break in Service. However, see the discussions of One-Year Break in Service for exceptions to this rule.
- A break in employment may affect you in several ways. Upon returning to work, you may have to fulfill the participation requirements as if you were a new employee first starting to work before you become eligible to re-enter the plan. Your prior Years of Vesting Service could be affected if you incurred a Permanent Break in Service. If so, the amount of your accrued Vested Benefit will be affected.
- Pre-Retirement Disability may result in ineligibility for additional benefit accruals and limit your retirement benefits to those earned prior to the disability.
- If you die prior to the time that you are eligible for spouse protection, your spouse may not have any right to the automatic survivor's benefit.
- In the event of termination of the Plan, if the amount of your benefit exceeds the limit guaranteed by the Pension Benefit Guaranty Corporation (PBGC), you may lose a portion of your benefit.
- If the Fund incurs extraordinary expenses on your behalf, your benefits may be reduced by the amount of the extraordinary expenses

Overpayment or Erroneous Payment
If you, your beneficiary, or any other party entitled to your retirement benefits receives an overpayment or an erroneous payment from the Plan, your retirement benefits will be reduced by the amount of any such overpayment or erroneous payment under this Plan to the extent that such overpayment or erroneous payment has not been repaid to the Plan. The Trustees reserve the right to recover the overpayment or erroneous payment, by legal action if necessary.

Plan Modification or Termination
While the Union and the Association expect to continue the Plan indefinitely, they have the joint right to amend or terminate the plan at any time. However, no amendments can reduce the benefits you have already earned.

Asset Distribution Upon Termination
If the plan is terminated, the Plan Assets will be distributed in the order of priority set by the Employee Retirement Income Security Act of 1974 (ERISA) which regulates pension plans. If assets remain after the liabilities for all accrued benefits and expenses have been satisfied, all benefits will be increased as necessary to liquidate the excess assets. In no event can money go back to an employer after termination.

Benefits Insured by the PBGC
Your retirement benefits under this Plan are insured by the multiemployer program of the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension agreement involving two or more unrelated employers, usually in a common industry. Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of Service multiplied by 1) 100% of the first $11 of the monthly benefit accrual rate and 2) 75% of the next $33. The PBGC's maximum guarantee limit is $35.75 per month times a Participant's years of Service. For example, the maximum annual guarantee for a retiree with 30 years of Service would be $12,870.

The PBGC guarantee generally covers: 1) Normal and Early Retirement Benefits, 2) Disability Benefits if you become disabled before the Plan becomes insolvent, and 3) certain benefits for your survivors. The PBGC guarantee generally does not cover: 1) benefits greater than the maximum guaranteed amount set by law, 2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than 5 years at the earlier of (i) the date the Plan terminates or (ii) the time the Plan becomes insolvent, 3) benefits that are not vested because you have not worked long enough, 4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent, and 5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

For more information about the PBGC and the benefits it guarantees, contact the Fund Office or the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

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OTHER IMPORTANT FACTS

Employer Identification Number (Federal Tax ID)
36-6474808

Plan Number
001

Plan Sponsor and Plan Administrator
The Plan administered by the Board of Trustees. You may contact the Board of Trustees c/o the Third-Party Administrator, TIC International Corporation, or any individual Trustee at the following addresses:

Third Party Administrator
The Trustees have appointed a third-party administrator, TIC International Corporation, to administer the day-to-day operations of the Plan and manage the Fund Office. You may contact the Fund Office at the following address and telephone numbers:

TIC International Corporation
6525 Centurion Drive
Lansing, MI 48917-9275
(517) 321-7502 • (877) 423-9117 toll free
(517) 321-7508 fax

Agent for Service of Legal Process

Service of legal process can be made upon any member of the Board of Trustees in care of their agent:

Richard A. Sirus, Esq., Fund Counsel
Greenberg Traurig, LLP
77 W. Wacker Drive, Suite 3100
Chicago, IL 60601

Collective Bargaining Agreements

The Plan is maintained pursuant to collective bargaining agreements between the Employers and the Union or other written agreements with the Trustees. Copies of those agreements and lists of contributing Employers may be obtained from the Fund Office.

Plan Assets and Management

Plan assets are held in a trust fund (the “Trust” or “Trust Fund”) administered by the Trustees and governed by the terms of the Agreement and Declaration of Trust of the IBEW Local No. 117 Pension Trust Fund (the “Trust Agreement”). If you have any questions on the management of the Plan, please contact the Fund Office or any Trustee.

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YOUR ERISA RIGHTS AND INFORMATION

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA.

Receive Information about Your Plan and Benefits
ERISA provides that all Plan Participants are entitled to:

- Examine, without charge, at the Fund Office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan 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 Fund Office, copies of all documents governing the operation of the Plan, including collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) and updated summary plan description. The Fund Office may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Trustees are required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you (a) the amounts credited to your Account under the Plan and (b) what your benefits would be under the Plan if you stop working as of that statement date. This statement is not required to be given more than once a year. The Trustees must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries
In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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 or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

Enforce Your Rights
If your claim for a benefit is denied 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 the Plan's claims procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $147 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control.

If you have a claim for benefits that is denied or ignored, in whole or in part, and if you have exhausted the Plan's claims procedures, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack of decision concerning the qualified status of a domestic relations 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, 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 (if it finds your claim is frivolous, for example).

Assistance With Your Questions
If you have any questions about the Plan, you should contact the Plan 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 Plan 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.

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