Industry and Local 338 Pension Fund

Summary Plan Description

April 2019

March 2019

Dear Participant:

The Board of Trustees is pleased to provide this updated summary of the rules and provisions governing the Industry and Local 338 Pension Fund (the "Plan" or the "Fund").

This booklet, which is known as a Summary Plan Description ("SPD"), provides an overview of the Plan. It describes the Plan's rules in effect through March 31, 2019.

The official Plan document, Plan Amendments, Trust Agreement, and Trust Agreement Amendments describe the provisions of the Plan in more detail and are the final authority with respect to the Plan. In case of any differences between this SPD and the official Plan documents, the Plan documents will prevail. The provisions of the Plan documents cannot be modified or amended in any way by any statement or promise, written or oral, made by any person, including employees of the Fund Office, the Unions or any Contributing Employer. The Board of Trustees has full and exclusive discretion and authority to determine questions concerning the interpretation or administration of the Plan, including without limitation, all questions relating to eligibility for benefits. The determinations of the Board of Trustees are conclusive and binding as to all persons and for all purposes.

The Plan is an important supplement to your Social Security and other sources of retirement income, and the Trustees are proud to play a role in providing this valuable benefit. If you have any questions, please contact the Plan's third-party administrator, Associated Administrators, LLC, 911 Ridgebrook Road, Sparks, MD 21152, Telephone: 855-412-3797. If English is not your primary language, call the "Language Line" at 800-638-2972 for assistance.

With our best wishes,

The Board of Trustees

The day-to-day administration of the Fund is handled by Associated Administrators, LLC. If you have any questions, or for information regarding pension benefits, pension applications, and beneficiary designations, please contact:

INDUSTRY AND LOCAL 338 PENSION FUND
c/o Associated Administrators, LLC
911 Ridgebrook Road
Sparks, MD 21152
Telephone: 855-412-3797
Facsimile: 410-683-7755

To make sure you are receiving important information from the Fund, be sure to notify Associated Administrators, LLC if your contact information changes.

A Note about the Fund's Rehabilitation Plan

In September of 2017, and in accordance with the Pension Protection Act of 2006, the Plan's actuary certified to the U.S. Department of the Treasury and the Board of Trustees that the Plan was in Endangered Status for the Plan Year beginning July 1, 2017. However, as permitted under the Multiemployer Pension Reform Act of 2014, because the Plan was projected to be in Critical Status within the next five plan years, the Board of Trustees elected for the Plan to be in Critical Status for the Plan Year beginning July 1, 2017. The Plan remained in Critical Status for the Plan Year beginning July 1, 2018.

By making this early election of Critical Status, the Board of Trustees was permitted to take certain actions to help improve the Plan's funded status. The Trustees adopted a Rehabilitation Plan, which included a combination of benefit changes and employer contribution increases. These changes were previously communicated to you.

The Trustees took these actions because a secure retirement is a top priority. The Trustees are monitoring the status of the Fund and have been able to demonstrate that the Fund has been making the required progress in reaching the goals of the Rehabilitation Plan.

Keep in mind, however, that there are several important variables beyond the Trustees' control, including investment market volatility and changes in employment levels, which could affect the Plan's status and the corrective actions to be taken in the future.

The Trustees will continue to provide annual updates on the Fund's status. The Rehabilitation Plan, Annual Funding Notice, and Notice of Critical Status are available from Associated Administrators, LLC.

BOARD OF TRUSTEES

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IMPORTANT NOTICE:

THIS SPD DESCRIBES PLAN RULES IN EFFECT AS OF APRIL 1, 2019. DIFFERENT RULES, INCLUDING BENEFIT FORMULAS, WILL APPLY TO A PARTICIPANT WHOSE EMPLOYMENT TERMINATED, OR WHO INCURRED A BREAK-IN-SERVICE, BEFORE THAT DATE.

OVERVIEW OF THE PENSION PLAN

Cost	Contributing Employers pay the full cost through contributions negotiated by Teamsters Locals 317, 445 and 687. You are neither required nor permitted to contribute to the Plan.
Eligibility	You are eligible to participate in the Plan if you work for an employer that is required to contribute to the Plan on your behalf.
When Participation Begins	On the earliest January 1 or July 1 after you complete four (4) months of "work" in "Covered Employment" in a period of 12 consecutive months.
Benefit Amount	The way your benefit is calculated depends on the type of pension you receive when you retire. See the section entitled *"When You Can Retire and How Much You Will Receive"* for more details.
When Benefits Are Payable	**Regular Pension:** Once you reach age 65 and earn at least 15 Pension Credits. **Early Retirement Pension:** Once you reach age 55 and earn at least 15 Pension Credits; however, the amount of the pension is reduced to the Actuarial Equivalent of the Regular Pension. **Service Pension:** Once you earn 20, 25, 30, or 35 Pension Credits, regardless of age; however, the amount of the pension is reduced to the Actuarial Equivalent of the Regular Pension. **Statutory (Deferred) Pension:** Once you have completed five (5) years of Vesting Credit and reach age 65. **Reciprocal Pension:** May be payable if your employment is divided between this Plan and the Local 584 Pension Plan, subject to there being a reciprocal agreement in place between the two plans. See the section called *"When You Can Retire and How Much You Will Receive"* for complete details on these benefits.
Forms of Payment	The Plan offers a number of different methods of payment for your pension that can provide an income for you and your spouse or other beneficiary. See the section called *"How Your Pension is Paid"* for details.
Death Before Retirement	If you die before retiring but after completing at least five years of Vesting Service, your spouse is entitled to a survivor benefit. See the section called *"In the Event of Your Death Before Retirement"* for details.

ELIGIBILITY AND PARTICIPATION

Eligibility

You are automatically eligible to participate in the Plan if you work for an employer that is required to contribute to the Plan under the terms of a collective bargaining agreement with Teamsters Locals 317, 445, and 687.

Periods when you are working for an employer that is required to contribute to the Plan on your behalf are known as periods of **"Covered Employment."** Employers that contribute to the Plan are known as **"Contributing Employers."**

When Participation Starts

Your participation automatically starts on January 1 or July 1 following the end of a period of 12 consecutive months in which you complete at least four months of work in Covered Employment. For this purpose, a **"month of work"** means any calendar month in which you performed services for an employer and were paid, or entitled to payment, for at least one "hour of service." Your **"hours of service"** include hours for which you are paid because of services performed, and paid absences due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. It also includes periods when you receive disability payments from the Industry and Local 338 Welfare Fund and workers' compensation payments.

When Participation Ends

Once your active participation has begun, it will continue for as long as you remain actively employed by a Contributing Employer. Your participation will cease at the end of the Plan Year in which you have a One-Year Break-in-Service." See the section called "Breaks-in-Service" for additional information on absences and Breaks-in-Service.

How Your Service Counts Under the Plan

The length of your employment affects both when you can retire and your benefit amount.

This section describes how your employment is counted as service under the Plan.

The Two Types of Service

Your employment counts two ways under the Plan: as Pension Credits and as Vesting Service.

1. Pension Credits are used to determine your eligibility for benefits. Prior to July 1, 2016, Pension Credits were also used to determine the amount of your benefit.
2. Vesting Service is used to determine your eligibility for a Statutory (Deferred) Pension if you cease working in Covered Employment prior to retirement. Vesting Service is also used to determine your status under the Plan following an absence or a period of reduced employment. Different rules apply in calculating credit for service before and after July 1, 1976. In addition, in calculating Pension Credits, different rules apply in calculating credit for service during and before the "Contribution Period." The Contribution Period is the period during which one or more Contributing Employers contribute to the Plan on your behalf.

<u>Pension Credits On or After July 1, 1976</u>

During the Contribution Period. For periods on and after July 1, 1976, you earn one (1) Pension Credit for each plan year (July 1 – June 30) in which you complete eight months of work in Covered Employment. If you have less than eight months in a year, service will be prorated in accordance with the following chart:

Months of Service in Plan Year	Amount of Pension Credit
Less than 2 months	None
2 but less than 4 months	¼
4 but less than 6 months	½
6 but less than 8 months	¾
8 or more months	1

Before the Contribution Period. For periods on or after July 1, 1976, you are also entitled to Pension Credit for periods of employment before your employer started contributing to the Plan according to the preceding chart, but based on periods of employment in categories of work and industries covered by collective bargaining agreements at the time your employer became a Contributing Employer, or during any earlier period within the states of New York, New Jersey, Connecticut and Pennsylvania.

Effective January 24, 1986, the following additional rules apply to Pension Credit for service before the Contribution Period:

- Pension Credit will be based on actual employment within the preceding ten (10) years and only as an employee with your employer at the time you became a participant.

- The maximum Pension Credit for service before the Contribution Period is five (5) years; however, for each year of Pension Credit earned during the Contribution Period, you will receive one additional Pension Credit for service before the Contribution Period, up to a maximum of five (5) years. In no event may your total years of Pension Credit for years before the Contribution Period exceed your actual years of Covered Employment before the Contribution Period.

Pension Credits Before July 1, 1976

During the Contribution Period. For service during the Contribution Period, but before July 1, 1976, you receive a 1/4 Pension Credit for each calendar quarter in which you worked in Covered Employment for at least 45 days.

Before the Contribution Period. For service before the Contribution Period, you receive credit for work in Covered Employment in categories of work and industries covered by collective bargaining agreements at the time your employer starting contributing to the Plan, or during any earlier period, within New York, New Jersey, Connecticut, and Pennsylvania. You receive one (1) Pension Credit for each calendar year in which you were employed for at least six (6) months. For periods less than six (6) months, you receive a month of credit for each month in which you were paid for 15 days.

Vesting Service On or After July 1, 1976

Starting on July 1, 1976, you earn one (1) year of Vesting Service for each Plan Year in which you work in Covered Employment for at least four (4) months. You earn no Vesting Service if you work less than four (4) months. In addition, if you work for a Contributing Employer in a job not covered by this Plan, and that employment is contiguous with your Covered Employment with that employer, hours of work in the non-covered job will be taken into account in determining your years of Vesting Service.

Vesting Service Before July 1, 1976

For service before July 1, 1976, your Vesting Service is the same as your years of Pension Credit.

Special Rules

Under the rules described below, you may receive service credit for certain absences.

- If you are in U.S. military service and make yourself available for Covered Employment within 90 days of your release from active duty (or within 90 days after recovery from a disability continuing after release from active duty), you may receive Pension Credits and Vesting Service for the time you were in the service, up to five (5) years. Effective December 12, 1994, all contributions, benefits, and service credit for qualified military service are determined under the rules of Section 414(u) of the Internal Revenue Code. In addition, effective July 1, 2007, in the event you die while performing qualified military service (as defined in Code Section 414(u)(5)), (i) you shall receive Vesting Service for the period of such qualified military service, and (ii) your spouse or other designated beneficiary shall be entitled to any additional benefits (other than benefit accruals) provided under the Plan as if you had resumed employment and then immediately terminated employment on account of death.
- You are entitled to Vesting Service and Pension Credit for periods when you are receiving workers' compensation benefits (up to 10 years) or weekly accident or sickness benefits from the Industry and Local 338 Welfare Fund. However, effective January 24, 1986, no Vesting Service will be granted to a new participant for Non-Contributed Service for periods before the Contribution Period until the participant has earned five (5) years of Vesting Service during the Contribution Period.
- Pension Credits and Vesting Service may be given for periods beyond an employee's termination date if a Contributing Employer and the Union agree in writing to provide such service credit and that agreement has been approved by the Trustees.

Type of Pension	Eligibility Requirements	Pension Amount
Regular	Age 65, and 15 or more Pension Credits	Depending on when you worked in Covered Employment, your benefit is calculated in up to four parts: (1) For the period since June 30, 2016, 0.9% of the total Employer contributions required to be made on your behalf during each Plan Credit Year (July 1st to June 30th); plus (2) For the period from between 1, 2010 and June 30 2016, $37 for each $1.00 of your Employer's contribution rate multiplied by total Pension Credits during that Plan Year; plus (3) For the period between July 1, 1997 and June 30, 2010, $49 for each $1.00 of your Employer's contribution rate multiplied by total Pension Credits during that Plan Year; plus (4) any accrued benefit through June 30, 1997 calculated in accordance with the Plan rules in effect before July 1, 1997
Early	Age 55, and 15 or more Pension Credits	Actuarial Equivalent of the Regular Pension
Service	Any age, and 20, 25, 30 or 35 Pension Credits. Capped at 35 Pension Credits.	Actuarial Equivalent of the Regular Pension
Statutory (Deferred)	Age 65, and 5 years of Vesting Service	Same as Regular Pension

When You Can Retire and How Much You Will Receive

The Plan offers the following types of pensions:

- Regular Pension,
- Early Retirement Pension,
- Service Pension,
- Statutory (Deferred) Pension.

In addition:

- If you also have service under the Local 584 Pension Plan, and that plan has a reciprocal agreement with this Plan, you may be entitled to a "Reciprocal Pension." A description of each of these benefits follows.

Regular Pension

You are eligible for a Regular Pension at any time after you reach age 65 and earn at least 15 Pension Credits.

Calculation of a Regular Pension. Generally, the amount you receive when you retire depends on the length of your service and the amount of employer contributions made on your behalf. Your benefit may be calculated in up to four parts, depending on when your service was earned. Here is how it works:

- For Pension Credits earned for work before July 1, 1997, your benefit is the amount earned under the Plan rules in effect before July 1, 1997. Benefit statements were previously sent to individuals who earned benefits for this period. Contact the Fund Office if you misplaced yours or if you need more information on how your benefit was calculated.
- If you earned Pension Credits between July 1, 1997 and June 30, 2010, and you also worked in Covered Employment on or after July 1, 1999, then for each year of Pension Credit between July 1, 1997 and June 30, 2010, your benefit is $49.00 for each $1.00 of the applicable employer hourly contribution rate (with proportionate accruals for hourly contributions less than $1.00 hourly), multiplied by the total Pension Credits earned during that Plan Year.

Note that if you earned Pension Credits on or after July 1, 1997, but you did not work in Covered Employment on or after July 1, 1999, then your benefit for each year of service on or after July 1, 1997 is calculated as $47.70 for the first $1.31 of hourly employer contributions, plus $30.00 for each additional $1.00

in contributions with proportionate accruals for hourly employer contributions less than $1.31 and $1.00, multiplied by your number of Pension Credits.

- If you earned Pension Credits between July 1, 2010 and June 30, 2016, then for each year of Pension Credit between July 1, 2010 and June 30, 2016, your benefit is $37.00 for each $1.00 of the applicable employer hourly contribution rate (with proportionate accruals for hourly contributions less than $1.00 hourly), multiplied by the total Pension Credits earned during that Plan Year.
- If you worked in Covered Employment on or after July 1, 2016, your benefit for the period on or after July 1, 2016 will be determined as 0.9% of the total contributions required to be made on your behalf during each Plan Credit Year (July 1st to June 30th).

Here are some additional factors that could affect the calculation of your benefit:

- If two or more contribution rates apply in a year, then the amount used to calculate your benefit for that year is the average rate, taking into account the period of time for which contributions were made at each rate.
- If you were actively employed in Covered Employment on or after July 1, 1997, a maximum of 35 Pension Credits can be used to calculate your pension, including years used to calculate your pre-1997 benefit.
- Effective June 30, 1997, the benefit you earned for any work performed before July 1, 1997 was automatically increased by 20.75% if you were an active employee or by 15% if you were an inactive vested participant or a spouse eligible to start receiving a benefit after July 1, 1997.

Example of a Regular Pension Calculation
Amy is retiring on a Regular Pension at age 65 on June 30, 2018. At that time she has:

- An accrued benefit of $400.00 for service through June 30, 1997,
- The following average contribution rates for each of the 13 years from July 1, 1997 through June 30, 2010.

Year Ending June 30	Average Contribution Rate

1998	$1.911
1999	$1.986
2000	$2.211
2001	$2.470
2002	$2.790
2003	$3.003
2004	$3.003
2005	$3.003
2006	$3.003
2007	$3.003
2008	$3.003
2009	$3.003
2010	$3.003

- The following average contribution rates for each of the 6 years from July 1, 2010 through June 30, 2016.

Year Ending June 30	Average Contribution Rate
2011	$3.003
2012	$3.003
2013	$3.003
2014	$3.003
2015	$3.003
2016	$3.003

- The following contributions for each of the 2 years from July 1, 2016 through June 30, 2018.

Year Ending June 30	Annual Contributions
2017	$10,144.68
2018	$11,144.68

Here is how we calculate Amy's benefit.

- First, to calculate her benefit for service through June 30, 1997, we multiply her accrued benefit of $400 by 20.75% (.2075).

.2075 x $400 = $83
$83 + $400 = $483
monthly for service through June 30, 1997

- Second, calculate her benefit for each year of Pension Credit starting on July 1, 1997:

NOTE: *If contributions are not made at the same rate for the entire year, an average hourly employer contribution rate will be determined. For example, the 2000 (July 1, 1999 through June 30, 2000) rate of $2.268 below was calculated as follows: The employer contributed $1.986 for five months of the year and $2.470 for seven months of the Plan year.*

($1.99 x 5/12) + ($2.47 x 7/12) = $2.268

1998	$1.911 x $49.00 = $93.64
1999	$1.986 x $49.00 = $97.31
2000	$2.268 x $49.00 = $111.13
2001	$2.470 x $49.00 = $121.03
2002	$2.790 x $49.00 = $136.71
2003	$3.003 x $49.00 = $147.15
2004	$3.003 x $49.00 = $147.15
2005	$3.003 x $49.00 = $147.15
2006	$3.003 x $49.00 = $147.15
2007	$3.003 x $49.00 = $147.15
2008	$3.003 x $49.00 = $147.15
2009	$3.003 x $49.00 = $147.15
2010	$3.003 x $49.00 = $147.15

TOTAL: $1,737.02 monthly for service between July 1, 1997 and June 30, 2010

- Third, calculate her benefit for each year of Pension Credit between July 1, 2010 and June 30, 2016:

2011	$3.003 x $37.00 = $111.11
2012	$3.003 x $37.00 = $111.11
2013	$3.003 x $37.00 = $111.11
2014	$3.003 x $37.00 = $111.11
2015	$3.003 x $37.00 = $111.11
2016	$3.003 x $37.00 = $111.11

TOTAL: $666.66 monthly for service between July 1, 2011 and June 30, 2016

- Fourth, calculate her benefit for each year between July 1, 2016 and June 30, 2018:

2017	0.9% x $10,144.68 = $91.30
2018	0.9% x $11,144.68 = $100.30

TOTAL: $191.60 monthly for service between July 1, 2016 and June 30, 2018

- Fifth, add the amounts determined in the first, second, third and fourth steps to determine Ann's total pension:

$483.00 + $1,737.02 + $666.66 + $191.60 = $3,078.28 monthly pension

See the section called "How Your Pension is Paid" for details on the forms of payment available and adjustments that may be made in the monthly pension amount to provide certain forms of payment.

Keep in mind that Plan rules on benefit entitlement have changed over the years and different benefit levels applied for retirements effective on different dates. The benefit rates described above apply only to the individual described in the example.

Early Retirement Pension

An Early Retirement Pension is available at any time after you reach age 55 and earn 15 Pension Credits.

Calculation of Early Retirement Pensions. An Early Retirement Pension is calculated the same way as a Regular Pension, based on Pension Credits and the Plan formula in effect when Covered Employment ends. However, because payments start earlier, you will receive a reduced percentage of the amount that would be payable at age 65. For retirements on or after January 1, 2018, the monthly amount of the Early Retirement Pension is the Actuarial Equivalent of the Regular Pension to which you would otherwise be entitled.

Actuarial Equivalent means two benefits of equal actuarial present value based on the actuarial factors and assumptions specified in the provisions in which that phrase is used or, if not otherwise specified based on the assumptions below: (a) the interest assumption of 7%; and (b) the mortality assumption shall be based on the 1971 Group Annuity Mortality Table, weighted as follows: (1) for a Participant's benefit, 100% male; (2) for the benefit of a Participant's Spouse or former Spouse, 100% female.

Service Pension

The Plan offers four types of Service Pensions. Eligibility for a Service Pension is determined by your number of Pension Credits; there are no age requirements.

1. 20-Year Service Pension. A 20-Year Service Pension is equal to the Actuarial Equivalent of the Regular Pension to which you would otherwise be entitled, based on your Pension Credits and the Plan formula in effect when you retire.
2. 25-Year Service Pension. A 25-Year Service Pension is equal to the Actuarial Equivalent of the Regular Pension to which you could otherwise be entitled, based on your Pension Credits and the Plan formula in effect when you retire.
3. 30-Year Service Pension. A 30-Year Service Pension is equal to the Actuarial Equivalent of the Regular Pension to which you would otherwise be entitled, based on your Pension Credits and the Plan formula in effect when you retire.
4. 35-Year Service Pension. A 35-Year Service Pension is equal to the Actuarial Equivalent of the Regular Pension you have earned, based on your Pension Credits and the Plan formula in effect when you retire.

Statutory Pension

If you have one hour of service on and after July 1, 1999, you are entitled to a Statutory (Deferred) Pension once you reach "Normal Retirement Age," or complete five (5) years of Vesting Service.

If you do not have an hour of service on or after July 1, 1999 (or on or after July 1, 1989 if you were a non-bargained employee), then you must have ten (10) years of Vesting Service when your employment ends to be entitled to a Statutory Pension.

Normal Retirement Age is defined as:

- Age 65, or, if later,
- The fifth anniversary of your participation in the Plan.
- Any participation before a Permanent Break-in-Service is not counted for this purpose.

Calculation of Statutory Pension. A Statutory Pension is calculated the same way as a Regular Pension, based on your service and the benefit formula in effect when your Covered Employment ends. Payment of this benefit starts at Normal Retirement Age.

Reciprocal Pension

Reciprocal Pensions are provided under this Plan for individuals who would otherwise be ineligible or whose pensions would be reduced because their years of employment have been divided between Covered Employment and employment covered by the Local 584 Pension Plan, which the Trustees have specifically recognized as a "related plan" under this Plan. If you have worked under the Local 584 Pension Plan, you should check with the Fund Office when you retire to determine if you are eligible for a Reciprocal Pension and how the Reciprocal Pension would be calculated.

How Your Pension Is Paid

This section describes the forms of payment available under the Plan when you retire.

Normal Forms of Payment

The way your pension is normally paid depends on the value of your benefit and whether you are married or single when payments start. If the actuarial lump sum value of your benefit is $5,000 or less, it will automatically be paid in one lump sum.

If you are married at the time you retire, your benefit is normally paid as a Reduced 75% Joint and Survivor Pension. Your monthly payment will be smaller to reflect that payments will be made over your life and your spouse's life.

Under this form of pension, you receive a reduced monthly lifetime pension and, after you die, 75% of that reduced amount is paid to your spouse for life if he/she survives you and had been married to you for at least one year at the time of your death. The amount of reduction depends on the ages of you and your spouse when your pension starts.

Your pension benefit will automatically be paid as a Reduced 75% Joint and Survivor Pension unless you reject it and elect an optional form. To reject it, you must have your spouse's written, notarized consent.

If you are not married at the time you retire (or you and your spouse reject the Reduced 75% Joint and Survivor Pension), your normal form of payment is the Single Life Annuity which provides a monthly pension unadjusted for form of payment for as long as you live.

<u>Optional Forms of Payment</u>

120-Month Certain Pension. Instead of a Single Life Annuity, you may elect to receive a Single Life Annuity with a 120-Month Guarantee. If you are married, you must have your spouse's written consent to elect this option. Under this form of pension, your benefit will be actuarially adjusted to account for the 120-Month Guarantee. If you die before receiving 120 monthly payments, your spouse or other designated beneficiary will continue to receive monthly payments until a total of 120 monthly payments have been made to the two of you combined. If you die after the end of the 120-month period, all payments stop, and no benefits are paid to your spouse or beneficiary.

If you are married, you may instead elect one of the following optional forms of payment.

Reduced 100% Joint and Survivor Pension. This form is like the Reduced 75% Joint and Survivor Pension except that your spouse receives 100% of your monthly amount if he or she survives you. In order to provide a surviving spouse benefit equal to 100% of your benefit, your monthly benefit will be further reduced. The amount of reduction depends on the ages of you and your spouse when your pension starts.

Reduced 50% Joint and Survivor Pension. This form is like the Reduced 75% Joint and Survivor Pension except that your spouse receives 50% of your monthly amount if he or she survives you. In order to provide a surviving spouse benefit, your monthly benefit will be reduced. The amount of reduction depends on the ages of you and your spouse when your pension starts.

Examples of Payment Options

Earlier we calculated a monthly Regular Pension of $3,078.28 for Amy. If Amy is not married and has her benefit paid under the normal form for unmarried participants (Single Life Annuity), she will receive the full $3,078.28 per month for as long as she lives, with no payments made after her death. If Amy instead elects to receive a Single Life Annuity with a 120-Month Guarantee at age

65, her reduced monthly benefit will be $2,804.62. If Amy dies before receiving 120 monthly payments, her beneficiary will receive the difference between 120 payments and the number of payments Amy received. If Amy dies after having received 120 monthly payments, no further benefits will be paid after her death.

Now assume that Amy is married, that she is 65 years old, and that her spouse, Mike, is 62 when Amy retires at 65. The following table shows how much they would each receive under the various payment options.

Payment Arrangement	Amy's Monthly Benefit	Mike's Monthly Benefit
Reduced 75% Joint and Survivor Pension (the normal form for married participants)	$2,467.24	$1,850.43 if Mike survives Amy
Reduced 100% Joint and Survivor Pension	$2,314.25	$2,314.25 if Mike survives Amy
Reduced 50% Joint and Survivor Pension	$2,642.09	$1,321.05 if Mike survives Amy
120-Month Certain Pension	$ 2,804.62	$2,804.62 for the balance of the guaranteed period if Amy dies before receiving 120 monthly payments

Contact the Fund Office if you would like more information on the amount of your benefit and what you might receive under the different payment options.

When you apply for a benefit, you will automatically receive information that shows how much you would receive under each form of payment and the relative value of each form of payment.

About your spouse. The Joint and Survivor Pension is generally paid to your spouse only if you were married for at least one year when your pension starts. However, if you have not been married for a full year at the time your pension starts, you will still receive pension payments under the Joint and Survivor Pension form. However, if you die before being married for a year, the survivor benefit cannot be paid to your spouse.

More about spousal consent. Generally, you must have your spouse's written, notarized consent if you elect a form of payment other than the Joint and Survivor Pension. In certain limited circumstances specified by law—for example, if your spouse cannot be located—this requirement may be waived. The Fund Office can give you more information about these situations.

In addition, you should keep in mind that any consent by a spouse to a different beneficiary is effective only with respect to that beneficiary.

About your beneficiary. You may select any person or persons as your beneficiary for the 120-Month Certain Pension (subject to the spousal consent rules if you are married). You may change your designation at any time, although a change is not effective until it is received in the Fund Office. If you do not have a beneficiary designation on file, then any amounts due upon your death will be paid to the following persons, if then living, in the following order of priority:

- Your surviving spouse, or
- Your children, in equal shares, or
- Your estate, if you leave neither a spouse nor children.

If you want to change your beneficiary, or if there is a change in your marital status, please notify the Fund Office immediately. A change of beneficiary takes effect only when a properly completed and signed form is received at the Fund Office.

Cash out of Small Benefits

If the lump-sum actuarial value of any benefit is $5,000 or less, it will automatically be paid in one lump sum.

Deferred Payment

If you do not want to have payments start when permitted under the Plan, you may choose to defer payment. However, payments must begin by April 1 of the year following the year you reach age 70½ (your "required beginning date").

If payments are deferred beyond Normal Retirement Age (the later of age 65 or the 5th anniversary of your participation in the Plan), your benefit will be increased to account for the later payment beginning date. You may elect either of the following:

- A one-time lump-sum payment covering payments back to your Normal Retirement Age, adjusted for simple interest at a rate of 1/3 of 1% for each month of payment deferral, plus the regular monthly pension payments you would have been entitled to at your Normal Retirement Age.
- Alternatively, you may receive the monthly payments you would be entitled to at age 65, actuarially increased by 1% for each month of payment deferral from age 65 to age 70 and by 1.5% for each month from age 70 to your required beginning date (April 1 of the year following the year you reach age 70½). If you elect this second method, and your payments do not begin until after your required beginning date, then any benefit payments that should have been made between the required beginning date and the date benefit payments actually start will be paid in a lump sum, adjusted for simple interest at 1/3 of 1% for each month of delayed payment.

If you elect a lump sum instead of increased monthly payments, and you are married, your spouse is required under the law to provide a written, notarized consent to your election.

<u>In the Event of Your Death Before Retirement</u>

If You Were Married

If you were married and you die after earning the right to a Statutory Pension (that is, your benefit had become "vested"), your spouse will be entitled to a survivor benefit, as long as you were married for at least one year at the time of your death.

How the benefit is calculated. Your spouse's monthly benefit is 75% of the benefit you had earned as of the day before your death, subject to any reduction that would have applied to your benefit for payments before age 65. (If you had not yet reached age 55, the benefit will be calculated as if you had reached age 55 and applied for an Early Retirement Pension immediately before your death.)

When payments start. Payments generally start on the first day of the month following your death. However, your spouse may elect to defer payment until December 31 of the year in which you would have reached age 70½.

If You Were Not Married

If you are not married at the time of your death, no benefits will be paid after your death.

Lump Sum Payment of Small Benefits
If the lump sum value of a survivor benefit is less than $5,000, payment will automatically be made in one lump sum.

Applying for Benefits
Your pension is not paid automatically but rather requires your application. Be sure to request an application package from the Fund Office well before you want your pension to start. In the 90-day period before your pension starts, the Fund Office will provide more information on the forms of payment available under the Plan. Generally, pension payments start on the first day of the fourth month following the month in which you submit your application. You may, however, choose to delay the start of your benefit payments, but not beyond April 1 of the year following the year in which you turn age 70½.

Pension checks are generally mailed out on the last business day of each month. You may also sign up for direct deposit to your bank account. Contact the Fund Office to obtain information on direct deposit.

Once Pension Payments Start
You must notify the Fund Office if any of the following occurs: • Your address changes. In this case, you must provide signed, written notification. • You plan to return to work. You must describe the type of work and give the name of your employer. • You are ill and are unable to endorse your checks. • It is after the first of the month and you have not received your pension payment. • Your spouse dies. • You wish to enroll in direct deposit.

About Retirement and Suspension of Benefits

Definition of Retirement
You are considered retired when you stop working in Covered Employment and start to receive a pension. Monthly pension checks continue for as long as you remain retired, but may be suspended if you start working in "Disqualifying Employment."

Disqualifying Employment

Before Normal Retirement Age. Your benefit will be suspended for any month before you reach Normal Retirement Age in which you work in the states of New York or Connecticut; Bergen County, New Jersey; or Susquehanna County, Pennsylvania in an industry covered by this Plan at the time your benefit payments began (or would have begun if you had not remained in or returned to Covered Employment). However, your employment will be considered permissible if it is in an industry that first became covered by a collective bargaining agreement after your employment in that industry began.

After Normal Retirement Age. You may continue to work in Covered Employment and receive a pension and accrue additional Pension Credit if you have at least 30 Pension Credits and have reached Normal Retirement Age (age 65). If you do not meet these requirements, then you will be considered working in Disqualifying Employment and your pension benefits will be suspended for any month in which:

- You complete 40 or more hours of service in a four- or five-week payroll period ending in that calendar month.
- You work in the "same trade or craft," which means any job function you performed while working in Covered Employment.
- You work in the same industry in which you were last employed and accrue benefits under this Plan.
- You are working in the states of New York or Connecticut; in Bergen County, New Jersey; or Susquehanna County, Pennsylvania.

Once you reach your "required beginning date," there is no suspension of benefits regardless of the kind of work you do.

Suspension Procedures

Here are some things you should keep in mind regarding Disqualifying Employment and suspension of benefits.

- You may ask in advance whether specific contemplated employment will be considered disqualifying by writing to the Fund Office.
- Prior to when your pension starts, the Fund will notify you of the Plan's suspension of benefits rules. You will be

required to certify that you are not currently working in Disqualifying Employment and have no plans at this time to work in Disqualifying Employment. Once you retire, you will receive notices every 12 months regarding reemployment notification requirements.

- You are required to notify the Fund Office within 21 days of beginning Disqualifying Employment. If you need assistance in determining whether a job is disqualifying, please contact the Fund Office in writing. Your pension payments will be suspended for each month of Disqualifying Employment.
- You must notify the Fund Office when your Disqualifying Employment ends. Your pension payments will resume no later than the first day of the third calendar month after the month in which your employment ended, provided you have notified the Fund Office of the date your Disqualifying Employment ended.

If you were paid pension benefits while you were working in Disqualifying Employment. If you were paid a benefit during any month in which your benefits should have been suspended under the above rules, the amount you were overpaid will be deducted from your future benefit payments once your payments resume. The entire amount of your first payment after resumption of your benefits can be applied to the overpayment made while you worked in Disqualifying Employment. After your first payment, 25% of your monthly payment will be deducted until the Plan recovers the full amount of the overpayment.

Recalculation of benefit payments following suspension. If you complete at least a Year of Vesting Service after you return to Covered Employment, then, when you retire again, your benefit will be recalculated, based on any additional Pension Credits you earned and your age when your pension resumes.

If you do not earn an additional Year of Vesting Service after you return to Covered Employment, you will not be entitled to an additional pension amount.

If you Work in a Job that is Not Considered Disqualifying Employment
You may work in any other job that is not considered Disqualifying Employment without suspension of benefits.

Breaks-in-Service

Your service credit and pension calculation could be affected if your employment is interrupted before you have qualified for a Statutory (Deferred) Pension. This section describes the effect of reduced employment and prolonged absences, which are called “Breaks-in-Service.”

One-Year (Temporary) Break-in-Service

A One-Year Break-in-Service occurs in any Plan Year in which you fail to complete at least two months of work. (In determining whether you have had a Break-in-Service, work in non-Covered Employment that is counted in calculating Vesting Service will be considered Covered Employment.)

What is not a Break-in-Service. The following absences will not cause a Break-in-Service:

- Periods of qualified U.S. military service of up to five (5) years. In addition, if you return to Covered Employment within the time required by law, the period of your military service may count as Vesting Service and Pension Credit. In all cases, contributions, benefits, and service credit for periods of U.S. military service are determined under Section 414(u) of the Internal Revenue Code. Check with the Fund Office for more details.
- Absence from work for maternity or paternity reasons due to pregnancy, the birth of your child, placement of a child with you in connection with an adoption, or to care for a child immediately following birth or placement. Under this provision, up to two months will be credited (1) in the year in which the absence begins if necessary to prevent a Break-in-Service in that period, or (2) in the year following the year in which the absence began if necessary to prevent a Break-in-Service in that period. This credit is given solely to prevent a Break-in-Service; it does not count as Vesting Service or Pension Credit under the Plan.
- Periods of disability for which you are entitled to Pension Credit under Plan rules.

What happens after a One-Year Break-in-Service. If you have a One-Year Break-in-Service before you have qualified for a Statutory Pension, you lose your status as an active Plan participant, and you forfeit any previously earned years of Vesting Service and Pension Credits. However, a One-Year Break-in-Service is temporary and can be repaired if you return to Covered Employment before you incur a “Permanent Break-in-Service” and earn an additional year of Vesting Service, at which time your participation will resume.

Permanent Break-in-Service

If you have too many consecutive One-Year Breaks-in-Service, your Break-in-Service will become permanent. When you have a Permanent Break-in-Service, all of the years of Vesting Service and Pension Credits you had before your first One-Year Break-in-Service are permanently lost and cannot be restored. Your participation is cancelled and, if you later return to Covered Employment, you must requalify for participation all over again. The rules used to determine whether you have had a Permanent Break-in-Service depend on when the interruption in your service occurred.

Permanent Break-in-Service after June 30, 1976

You have a Permanent Break-in-Service if the number of consecutive One-Year Breaks-in-Service (including at least one year after June 30, 1985) equals or exceeds the greater of (i) five or (ii) the total number of years of Vesting Service earned before the Break-in-Service. You have a Permanent Break-in-Service if the number of consecutive One-Year Breaks-in-Service (including at least one after June 30, 1976) equals or exceeds the years of Vesting Service earned before the break.

Permanent Break-in-Service before July 1, 1976

For periods before July 1, 1976, the following rules apply:

- If you did not earn any Pension Credits for a period of two consecutive years or longer, you lost all Pension Credits earned during the Contribution Period up to the time you stopped earning Pension Credit. (However, there were exceptions for periods of bona fide disability and periods when an employer contributed to a predecessor pension fund under a contract with a union other than the former Local 338.)
- If you worked continuously in a covered category and industry for successive employers, a Break-in-Service would not occur just because the Contribution Period of a later employer began before the Contribution Period of an earlier employer.
- The Break-in-Service rules will not apply if you satisfied the age and service requirements for a pension (other than a Disability Pension) or a termination benefit, except no

benefits would be paid until at least three months after you filed a pension application, and your pension would be based on the rules in effect at the time of your break. If you returned to Covered Employment after a break, and earned at least three (3) years of Credited Service after your return, your pension when you retired again would be based on Plan rules at your second termination.

- If you had not qualified for a benefit before a Break-in-Service and later return to Covered Employment, to qualify for a pension upon a subsequent termination, you must complete three (3) years of Credited Service and also meet the age and/or service rules for a benefit under Plan rules in effect at your second termination.

If You Get Divorced

If your pension is paid in the form of a Joint and Survivor Pension, then the amount of your benefit is reduced as discussed above on the basis of your spouse's age. If you and your spouse get divorced after you go into pay status, your pension will remain permanently at the reduced amount. It will not be increased as a result of the divorce to the full amount you would have been entitled to receive under a Single Life Annuity. Moreover, the person who was your spouse at the time of your retirement will be entitled to receive survivor benefits under the Joint and Survivor Pension after your death even if you and your spouse get divorced. Your former spouse's entitlement to a surviving spouse pension cannot be changed by a Qualified Domestic Relations Order.

As discussed above, if you are married when you retire and you elect an optional form of payment, your spouse must consent in writing to your designation of beneficiary. If you subsequently divorce, your former spouse must also consent in writing to any subsequent change to that designation.

Recovery of Overpayments

If, for any reason, benefit payments are made to any person from the Plan in excess of the amount which is due and payable under this Plan, the Trustees have full authority, in their sole and absolute discretion, to recover the amount of any overpayment plus interest, attorney's fees and costs That authority shall include, but shall not be limited to, (i) the right to reduce benefits payable in the future to the person who received the overpayment, (ii) the right to reduce benefits payable to a surviving Spouse (to the extent permitted by law) or other beneficiary who is, or may become, entitled to receive payments under the Plan following the death of that person, and/or (iii) the right to initiate a lawsuit or take such other legal action as may be necessary to recover any overpayment plus interest, attorney's fees and costs. Even if the overpayment is not your fault, you are still required to reimburse the Fund the amount of the overpayment.

Other Things You Should Know

Claims and Appeals

If your request for a benefit is denied, in whole or in part, you will receive a written notice of the denial within 90 days (unless special circumstances require up to an additional 90 days, in which case you will be notified of the delay and the expected date of a decision). That notice will describe (1) the specific reason(s) for the denial, (2) the Plan provisions on which the determination is based, (3) any additional information or material required to perfect your claim and an explanation of why it is necessary, and (4) the Plan's appeals procedures, including a statement of your right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") if your appeal is denied. Any such action must be brought within one year of the date of notice of the denial of your claim.

You may appeal the denial of a claim within 60 days of the date you receive the denial notice. You or your representative may review pertinent documents and other materials relevant to your claim and submit issues, comments, documents and other information relating to the claim (regardless of whether they were submitted with your original claim). Appeals must be in writing and be sent to the Board of Trustees.

The Board of Trustees will make its decision on your appeal at its next regularly scheduled if the appeal is received by the Trustees at least 30 days before the meeting. If the appeal is received by the Trustees less than 30 days before the next regularly scheduled meeting, the appeal may be reviewed at the second meeting following the Trustees' receipt of the appeal. If special circumstances require an extension of time for reviewing the appeal, the appeal will be reviewed at the third Trustees' meeting following the Trustees' receipt of the appeal. If any such extension is required due to your failure to submit information necessary to decide the appeal, the period for making the determination will be tolled from the date on which the extension notice is sent to you until the date on which you respond to the Trustees' request for information.

You will receive a written notice of the Trustees' decision stating (1) the reason for the decision, (2) the Plan provisions on which the decision is based, (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents and other information relevant to the claim, and (4) a statement of your right to bring an action under ERISA Section 502(a) within one year of the date of notice of the Trustees' decision. The written notice will be provided within five days after the decision is made.

Pension Benefit Guaranty Corporation

Your pension benefits under this "multiemployer plan" are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a Federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement 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:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the Plan becomes insolvent; and
- Certain benefits for your survivors.

The PBGC generally does not cover:

- Benefits greater than the maximum guaranteed amount set by law;

- Benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of (1) the date the Plan terminates or (2) the time the Plan becomes insolvent;
- Benefits that are not vested because you have not worked long enough;
- Benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and
- 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, ask your Plan Administrator or contact:

PBGC's Technical Assistance Division
1200 K Street, N.W., Suite 930
Washington, DC 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.

Plan Amendment or Termination
The Board of Trustees reserves the right to change or end the Plan at any time. If the Plan is ended, you will be fully vested in any benefit you have accrued to the extent then funded. Plan assets will be applied to provide benefits in accordance with the applicable provisions of law.

Assignment of Benefits
Benefits under the Plan are for your benefit only. They cannot be sold, transferred, assigned or pledged to anyone; nor are benefits subject in any manner to anticipation, alienation, encumbrance or charge. However, the Plan will comply with a Qualified Domestic Relations Order ("QDRO") or federal tax levy that gives someone else a right to a portion of your pension.

Qualified Domestic Relations Orders
A QDRO is a court order or judgment that directs the Plan to pay benefits to your spouse, former spouse, child or other dependent in connection with child support, alimony, or marital property

rights. The Board of Trustees determines whether the QDRO satisfies the applicable legal requirements and the applicable Plan provisions. Until the Trustees determine the above, the Trustees may hold up or limit your benefit payments. You will be notified if the Plan receives a proposed QDRO with respect to your pension. For more information on QDROs, or to receive a free copy of the Fund's QDRO Procedures, contact the Fund Office.

Discretionary Authority of the Board of Trustees

The Board of Trustees governs the Pension Fund in accordance with an agreement and declaration of trust. The Trustees have the sole power and authority to construe and interpret the terms of the Plan, and to decide all matters in connection with the operation or administration of the Plan. No one else has any authority to interpret the Plan (or other applicable documents) or make any promises to you about it, including any claims for benefits.

Tax Considerations

Your monthly pension is not considered taxable income under federal tax laws until it is actually paid to you. Generally, you will have to pay federal income tax on the amount of your monthly pension benefit. In addition to federal taxes, you may be required to pay state or local income taxes on your pension benefit.

For information about the tax consequences of any pension benefit you receive from the Plan, you should consult a tax advisor. The Fund Office cannot advise you on any legal or tax matters.

YOUR RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("ERISA")

As a participant in the Fund, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Fund Office and at other specified locations, such as work locations and union halls, documents governing the Plan, including 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 Plan Administrator, copies of documents governing the operation of the Plan,

including collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and an updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

- Receive the Annual Funding Notice which provides information regarding the financial health of the Plan, including descriptions of the Trustees' funding and investment policies and the allocation of the Plan's investments. (This Annual Funding Notice replaces the prior requirement of providing you with a summary annual report.)

- Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (age 65) 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 every twelve (12) months. The Plan must provide the statement free of charge.

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

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan, and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials to which you are entitled, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court. If the 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, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your 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:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 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.

ADMINISTRATIVE INFORMATION

Official Plan Name	Industry and Local 338 Pension Fund
Employer Identification Number (EIN)	51-6126649
Plan Number	001
Plan Year	July 1 — June 30
Type of Plan	Defined benefit pension plan
Effective Date	The Plan became effective on June 26, 1950, and has been restated several times. The most recent restatement was effective July 1, 2014, and amendments have been adopted subsequent to that date, most recently effective May 1, 2018.
Funding of Benefits	All contributions to the Plan are made by employers in accordance with collective bargaining agreements requiring employers to contribute to the Fund or pursuant to the Fund's Rehabilitation Plan. Benefits are paid from the Fund's assets, which are accumulated under the provisions of the collective bargaining agreements and the trust agreement.
Trust	Assets are held in a trust fund for the purpose of providing benefits to participants and paying reasonable administrative expenses.
Plan Sponsor and Administrator	The Fund is sponsored and administered by a joint Board of Trustees composed of union trustees and employer trustees. Their names and addresses appear at the front of this booklet. The office of the Board of Trustees is: Industry and Local 338 Pension Fund 911 Ridgebrook Road Sparks, MD 21152-9451 855-412-3797.

Contributing Employers	The Fund will provide you, upon written request, with information as to whether a particular employer is contributing to the Plan on behalf of employees, as well as the address of such employer. Additionally, a complete list of employers and the union locals sponsoring the Pension Fund may be obtained upon written request to the Fund Office and is available for examination at the Fund Office.
Agent for Service of Legal Process	Board of Trustees, or any individual Trustee, at the address given above.