



SHEET METAL | AIR | RAIL | TRANSPORTATION

SMART



LOCAL 36 401k FUND

SUMMARY PLAN DESCRIPTION
JUNE, 2015

IMPORTANT TELEPHONE NUMBERS

FUND OFFICE: 314-652-8175

Website: www.smwbenefits.org

For distribution questions and applications please contact the benefits office.

PRUDENTIAL: 1-800-458-6333

Website: www.prudential.com

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PARTICIPATION AND VESTING

ELIGIBILITY

You will automatically become a Participant in the Plan on the date a Contribution is received by the Plan based upon your work in Covered Employment. (Covered Employment is work performed under a written agreement allowing contributions to the Plan on your behalf.)

CONTRIBUTIONS TO THE PLAN

There are three kinds of Contributions which can be made to the Plan:

- Employer Contributions, which are mandatory;
- Voluntary Contributions; and
- Rollover Contributions.

Employer Contributions

These are contributions that are required from your Employer for every hour that you work in Covered Employment. These contributions will be placed in an Individual Account, called an Employer Contributions Account, in your name.

Your Employer is required to promptly pay contributions to this Plan following the month that your Employer and any Voluntary Contributions were earned.

You may make a written request to the Plan Administrator: (a) as to whether a particular Employer is a Contributing Employer with respect to this Plan, and, if so, for the address of that contributing Employer; and (b) for a complete list of Contributing Employers which is also available for inspection at the Benefits Office.

Voluntary Contributions

You may elect to make Voluntary Contributions to the Plan if you wish. It is not required. If you elect to make Voluntary Contributions, you will direct your Employer to deduct your Voluntary Contributions from your wages and to submit them on your behalf to the Plan. (This is technically called "salary deferral.") Under the present tax law, your gross earnings will be reduced by the amount of your Voluntary Contributions, so you will not pay federal or state income tax on this money you set aside in the Plan. (When you later receive money as benefits from the Plan, the benefits are subject to income tax.)

Your gross earnings will not be reduced for the calculation of overtime pay or other

fringe benefits or for Social Security taxes or withholding. Your contributions will be placed in an Individual Account, called a Tax-Deferred Savings Account, in your name.

Rollover Contributions

Subject to regulations of the Trustees and the IRS, you may rollover an amount from another plan to this Plan. The amount comes from contributions made because of your past participation in another Plan. This is a Rollover Contribution and it will be placed in an Individual Account, called a Rollover Account, in your name.

Rollover Contributions may come from:

1. Other qualified plans and may include after-tax employee contributions;
2. Tax sheltered annuity plans (excluding after-tax employee contributions);
3. Governmental 457 plans; or
4. IRAs if the amounts would be included in gross income.

Rollover Contributions must meet Federal rules so you should contact the Benefits Office if you have any questions as to whether the Plan will accept a rollover from another plan.

HOW TO ELECT VOLUNTARY CONTRIBUTIONS

You may elect to make Voluntary Contributions by filing a Wage Deduction Authorization Form with Benefits Office (or you may file it with your Employer). Voluntary Contributions will be deducted from your wages starting with the first payroll period beginning 21 days after you file the form.

The amount of Voluntary Contributions you elect to contribute must be no less than 10 cents per hour.

If you file the form with the Benefits Office a copy will be promptly forwarded to your Employer. If you file it with your Employer, remind your Employer that a copy is to be promptly forwarded to the Benefits Office.

LIMITS ON CONTRIBUTIONS

Voluntary Contribution Limits

There is an IRS annual dollar limit on Voluntary Contributions. The current maximum amount of Voluntary Contributions you can make is \$18,000. This limit may increase each year according to IRS regulations. If you are also a participant in a plan of an unrelated Employer, this limit applies to the amount you defer under both plans. If you

are age 50 or older by the end of a year, you may make additional "Catch-Up" Contributions of up to \$6,000, subject to limitations of Section 4.14(v) of the Internal Revenue Code.

Once the limit is reached, no further Voluntary Contributions may be made to this Plan (or any other Section 401(k) plans) for that year. Voluntary Contributions will resume at the beginning of the following year. If you become aware that you are about to reach this limit, you should notify the Benefits Office and make arrangements to stop Voluntary Contributions. As soon as you become aware that an excess has been contributed for a Plan Year, file a claim for the excess with the Benefits office no later than March 1 of the next year in order to secure a timely refund of the excess and of any income attributable to the excess and to avoid payment of penalty and interest to IRS for the excess deferral.

Dependent upon IRS Regulations, if you are a "highly-compensated employee" (for example, you earn over \$120,000 in 2015) with a high deferral percentage, you may have part of your Voluntary Contributions returned to you after the end of a Plan Year by the Plan. IRS discrimination limits cannot be calculated until after year-end.

Employer Contribution Limits

Section 415 of the Internal Revenue Code also limits the amount of Employer Contributions that can be made to this Plan (and any other Section 401(k) plans) on your behalf in a year to the lesser of 100% of your pay or a dollar limit. The dollar limit for years beginning after December 31, 2014 is \$53,000. This limit is subject to change each year for cost of living changes.

HOW TO CHANGE THE AMOUNT OF VOLUNTARY CONTRIBUTIONS

You may change the amount you wish to contribute once every three months by filing a new Wage Deduction Authorization form with the Benefits Office (or your Employer) at least 21 days before the change is to be effective.

HOW TO STOP VOLUNTARY CONTRIBUTIONS

You may stop your Voluntary Contributions, at any time by filing a new Wage Deduction Authorization form to stop the deduction at the Benefits Office (or with your Employer) at least 21 days in advance.

DELINQUENT EMPLOYERS AND VOLUNTARY CONTRIBUTIONS

If your Employer is delinquent in forwarding Voluntary Contributions to the Plan for any three (3) months in a twelve (12) month period, you may be prohibited from making Voluntary Contributions (this does not eliminate your Employer's obligation to pay Employer Contributions to the Plan on your behalf). The Plan Administrator will notify you and your Employer, in writing, of the decision to prohibit Voluntary Contributions. Your Employer may reapply for participation for Voluntary Contributions after twelve

(12) months if the Employer is current in paying its Employer Contributions and has shown that its Employer Contributions are being paid timely.

VESTING

You will be immediately vested 100% in all Employer, Voluntary, and Rollover Contributions made to the Plan in your Individual Account. All money contributed to the Plan on your behalf and the investment return on that money is yours. Depending on the investment experience, the value of your Individual Account may increase or decrease.

PARTICIPANT'S INDIVIDUAL ACCOUNTS AND ACCOUNT ADJUSTMENTS

PARTICIPANT'S INDIVIDUAL ACCOUNT

Your Employer Contribution Account, your Tax-Deferred Savings Account, and your Rollover Account shall collectively be known as your Individual Account.

INVESTMENT OF YOUR INDIVIDUAL ACCOUNT

The Trustees of the Plan, with the assistance of the Prudential Financial and the Trustees' investment consultant, have selected several investment funds and you have the right to determine in which of these investment funds your Individual Account will be invested. The Trustees will periodically review these investment funds and may change them from time to time. If the Trustees decide to stop offering a fund, they may transfer existing balances and redirect future contributions to one or more of the remaining investment funds or to a new investment fund; however, as noted below, you have the right at any time to change investment funds.

When you become a Participant in the Plan, you will be given a written description of each investment fund and a form on which you will indicate how you want your Individual Account invested.

You may call Prudential Financial at 1-800-562-8838 on any business day to get the current value of your Individual Account or to make changes in the investment of your Individual Account. You may also make changes in the investment of your Individual Account on-line at:

www.prudential.com/online/retirement

Should you fail to make an election of how you want your Individual Account invested, it will automatically be invested one of the four GoalMaker® model asset allocation portfolios described below which serve as the Plan's Qualified Default Investment Alternative (QDIA). These models are based on your current age and the number of years left until you reach an assumed retirement age of 55 using a Moderate Investor

Style (risk tolerance level). GoalMaker® will rebalance your Individual Account on a quarterly basis and will automatically adjust the portfolio allocations as you get closer to retirement. The current GoalMaker® Moderate Investor Style asset allocation is:

Investment Option	Years to Retirement			
	0-5 Yrs.	6-10 Yrs.	11-15 Yrs.	16+ Yrs.
Stable Value	35%	23%	16%	7%
Fixed Income	25%	26%	19%	8%
Large Cap Stock – Value	8%	11%	14%	17%
Large Cap Stock – Growth	8%	11%	14%	17%
Small/Mid Cap Stock – Value	5%	6%	7%	10%
Small/Mid Cap Stock – Growth	5%	6%	7%	10%
International Stock	14%	17%	23%	31%

RESPONSIBILITY FOR INVESTMENT CHOICES

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act (ERISA) and Title 29 of the Code of Federal Regulations, Section 2550.403(c)-1. The Trustees are obligated to use care in their initial selection of investment options and to periodically review the continued suitability of the investment options. Since you have the right to determine how your Individual Account is invested, under Section 404(c) of ERISA, the Trustees are not legally responsible for losses that you may incur as a direct and necessary result of your investment instructions.

Example: You direct that your Individual Account be invested into a “growth” type of investment option (where you expect that there will be a greatest increase in value). If the value of the investment option goes down and your Individual Account sustains a loss, the Trustees would not be liable for that loss.

PLAN ADMINISTRATIVE EXPENSES

The Trustees and plan record keeper may deduct Administrative Fees from your Individual Account on a monthly or quarterly basis to pay the administrative expenses (e.g., for recordkeeping, rent, and professional services) of the Plan. The amount of the Administrative Fees will be set by the Board of Trustees based on the actual expenses incurred by the Plan.

INVESTMENT MANAGEMENT FEES

Investment Management Fees will vary from one investment option to another. Upon request to Prudential Financial you will be advised as to the Investment Management

Fee for a specific investment fund. The Investment Management Fee is expressed as a percentage of your investment in that fund. The Investment Management Fee reduces the investment performance of the specific investment fund.

Example: If the Investment Management Fee an investment fund you have selected is 2 of 1% and if in a given year that investment fund otherwise earned 7%, your investment in that fund would have a return of 62%

QUARTERLY ACCOUNT STATEMENTS

After the end of each calendar quarter, you will receive a statement showing the current value of your Individual Account. You may also access and print a current statement of your account via the Internet at www.prudential.com/online/retirement.

The amount of your Employer, Voluntary, and Rollover Contributions will be shown on your quarterly statements. Your Individual Account will also be adjusted up or down, based upon the fair market value of the investment funds you have selected as of the end of the quarter. As noted above, periodically, your Individual Account may be reduced by Plan administrative expenses of the Plan.

CREDIT FOR DELINQUENT CONTRIBUTIONS

Currently, the Administrative Account is used to fund up to three months of uncollected Employer and Voluntary Contributions without interest or earnings. No more than 3 months of funding for uncollected Employer and Voluntary Contributions will be allowed. The remaining unpaid contributions will not be funded and you will not receive credit for uncollected contributions beyond these three months.

Example: Assume that your Employer has failed to pay Employer and Voluntary Contributions for the four month period September through December 2015. The Plan will fund your Individual Account for Employer and Voluntary Contributions for the months of September through November 2015 without interest or earnings (the first three months of the delinquency), but not for December 2015 (the fourth month) and any subsequent months.

The Trustees have the discretion to lower, change, or eliminate funding for uncollected Employer and Voluntary Contributions. In the absence of funding from the Administrative Account you will receive credit only for Employer and Voluntary Contributions actually received by the Plan.

It is important that you carefully check every statement you receive as to the correctness of your Employer=s payments. If there is an inaccuracy, you should promptly notify the Benefits Office in writing. If you know that your Employer is not promptly paying Employer or Voluntary Contributions, you should immediately notify the Benefits Office without waiting for your quarterly statement. The Trustees will endeavor to collect all unpaid Employer and Voluntary Contributions.

PAYMENT OF BENEFITS

WHEN BENEFITS ARE PAYABLE

Benefits from the Plan are payable, upon written application:

- **Normal Retirement.** When you retire on or after your Normal Retirement Age (Age 55).
- **Partial In-Service Benefit Payable at Age 59½.** If you are at least age 59½ and have participated in the Plan for at least five (5) years, you may apply for a one-time partial lump sum distribution of up to 60% of your Individual Account. It is not necessary that you retire or terminate employment to receive this benefit.
- **Termination of Employment.** If you have ceased working in the Sheet Metal Industry for one year, you may apply for your benefit before age 55.
- **Total Disability.** If you become totally and permanently disabled.
- **Hardship Withdrawal.** Effective March 1, 2010, the Plan allows withdrawals on account of financial hardship. The rules for Hardship Withdrawals are discussed below.
- **One-Time In-Service Distribution of Rollover Contributions.** If you have not retired or ceased working in the Sheet Metal Industry for one year you may apply for a one-time lump sum distribution of all or a portion your Rollover Account.
- **Death.** Upon your death of a Participant, any remaining amounts in your Individual Account shall be payable to your beneficiary.
- **Mandatory Starting Date.** Benefit payments must start no later than April 1 following the later of the year in which you reach age 70½ or in which you retire. **There are severe IRS penalties** for failure to start benefits before the Mandatory Starting Date.

AMOUNT OF BENEFIT

After approval of an application for benefits the benefit payable will be based on the amount of your Individual Account adjusted up or down based upon the fair market value of the investment options you have selected, less any administrative expenses. If the benefit is payable as a lump sum, the Participant or his Beneficiary (in the case of death benefits) will receive a benefit based upon the amount of the Participant's Individual Account as of the date selected by Prudential Financial. If the benefit is payable under the Permissive Withdrawal option, your Individual Account balance will be adjusted before each payment.

FORM OF BENEFIT PAYMENT

Benefits will be paid in one of the following forms:

- **Lump Sum Option**. Your benefit will be paid in one sum representing the full balance in your Individual Account after an adjustment at the end of the month during which your application for benefits is approved.
- **Permissive Withdrawals Option**. Your benefit payments will be paid in such amounts and at such times as you direct, up to the total amount of your Individual Account (subject to certain limitations on timing, frequency and amount) as described below.

APPLICATION FOR BENEFITS

In order to receive any benefits from the Plan, you must complete a Benefit Payment Request form which is available in the Benefits Office.

MINIMUM REQUIRED BENEFIT PAYMENTS

If benefits are being paid over a period of time under the option for **Permissive Withdrawals**, IRS rules on minimum distribution will apply after attaining age 70². These rules are intended to require that a substantial part of the benefit be paid to you during your expected life (rather than to your beneficiary). Taxes and penalties may apply if the minimum required benefits are not withdrawn. Some of the rules for minimum distribution may apply to beneficiaries after you die.

ROLLOVER OF BENEFITS FROM THIS PLAN

If you are eligible to receive a distribution from this Plan, you may choose to have the distribution paid by the Plan as a direct rollover to a qualified pension plan or an Individual Retirement Account (IRA). If you do not elect a direct rollover and instead choose to have the distribution paid directly to you, the Plan Administrator may be required to withhold 20% of your distribution for income tax purposes. The Benefits Office will provide details regarding distribution options prior to making any distribution.

Your surviving spouse is also eligible to have a distribution paid in the form of a direct rollover; however, such a rollover must be made to an IRA. In addition, a non-spouse Beneficiary seeking a lump sum distribution within the first 12 months after your death is eligible to have a Direct Rollover made to an IRA to the extent allowed by law. Such IRA shall be considered to be an "inherited IRA." There are complex IRS rules regarding required payouts from an "inherited IRA." Non-spousal beneficiaries who use an "inherited IRA" should consult their tax advisor, the IRA provider or the IRS about these IRS rules.

SPECIAL RULES FOR SMALL INACTIVE ACCOUNTS

If you have not performed work in Covered Employment for 12 consecutive months and:

- If your Individual Account balance is less than \$1,000, the Trustees can terminate your status as a Participant in the Plan by mailing to you at your last address a check for the amount of your account balance even through you have not made application for benefit payments; or
- If your Individual Account balance is more than \$1,000 and less than \$5,000, you may elect a lump sum distribution of your entire Individual Account.

FORFEITURE OF UNCLAIMED BENEFITS

If the Trustees determine that you are a lost Participant, your Individual Account will be forfeited and no benefit will be payable. A Participant will be considered as lost if: (a) the Participant is eligible to apply for a benefit (e.g. has attained age 55 and is no longer working under an agreement providing for Employer participation in the Plan); (b) for a period of three years thereafter has not filed an application for benefits or otherwise communicated in writing with the Benefits office; (c) and thereafter, the Plan has addressed a letter, certified mail, return receipt requested to the Participant's last known address according to the records of the Plan or, if that is unsuccessful, the most recent address for the Participant obtained by utilizing a locator service notifying the Participant that his account will be forfeited one year thereafter; and (d) the Participant fails to communicate in writing with the Benefits Office within that year furnishing a current mailing address.

A benefit payable upon your death to a beneficiary may be forfeited, under a similar procedure, if the beneficiary fails to claim the benefit within a year after your death.

If your Individual Account has been forfeited and you later file an application for benefits, your Individual Account will be restored in the amount that was forfeited together with interest thereafter at a rate of interest established by the Trustees. Interest will not be compounded. Restoration will also be provided in a similar manner to a beneficiary to whom a forfeiture has been applied.

HOW BENEFITS MAY BE LOST OR REDUCED

This is a defined contribution plan. The benefit available to you or your beneficiary is based upon the value of your Individual Account balance. The value of your Individual Account is subject to fluctuation in the value of your investments. Poor investment experience may result in lower than expected balance in your Individual Account.

If you fail to maintain a correct mailing address with the Benefits Office, communications affecting rights to benefits and other information about the Plan may not reach you; that could result in loss of certain rights or opportunities.

A benefit may be forfeited if it is not claimed within a reasonable time after it is payable. While the benefit will be restored if later claimed by the appropriate person, with some interest, the payment may not equal the amount that would otherwise have been earned in your Individual Account.

If the Plan receives a Qualified Domestic Relations Order ("QDRO") which directs that some portion of your benefit is payable to a named alternate payee (such as a divorced spouse), your benefit will be reduced by the amount payable to such person(s).

If you enter U.S. military service and fail to return to employment within the time frames required by USERRA, you may lose the ability to make up estimated Voluntary Contributions.

NORMAL RETIREMENT BENEFIT

You are eligible for your Normal Retirement Benefit at any time after you attain age 55 and are no longer working in Covered Employment. (Retirement is not required at age 55; you may continue to work and continue to earn additional benefits but no benefits are payable until you cease such work.)

PARTIAL IN-SERVICE BENEFIT PAYABLE AT AGE 59½

Effective November 1, 2009, you may apply for a one-time partial in-service benefit of up to 60% of your Individual Account provided you are:

- At least age 59-1/2; and
- Have at least five years (60 months) of participation in the Plan.

You are not required to retire to be eligible for this benefit.

After the one-time distribution, future distributions from the Plan must meet the Plan's requirements for Normal Retirement, Termination of Employment, or Disability Benefits or for a Hardship Withdrawal.

TERMINATION OF EMPLOYMENT BENEFIT

If you stop working for one year in the Sheet Metal Industry within the geographic jurisdiction of the Plan (currently the States of Missouri, Illinois and Arkansas) before you have reached age 55, you can file an application for benefits.

For this purpose, Sheet Metal Industry means any and all types of work (whether performed as an employee, supervisor, owner, partner, officer or director) involving or related to sheet metal construction.

TOTAL AND PERMANENT DISABILITY BENEFIT

If it is determined by the Board of Trustees that you are totally and permanently disabled because of bodily injury or disease and unable to perform work in your normal occupation, you will be entitled to payment of your Normal Retirement Benefit. The Trustees may accept the disability determination made by the Social Security Administration as sufficient evidence of your total and permanent disability.

HARDSHIP WITHDRAWALS

CONTRIBUTIONS ELIGIBLE FOR HARDSHIP WITHDRAWALS

If you are not otherwise eligible for payment of benefits, you may elect to receive a distribution of all or part of your Employer and Voluntary Contributions (but not earnings on Voluntary Contributions) by filing an application for a Hardship Withdrawal with the Plan.

HARDSHIP WITHDRAWALS ALLOWED FOR THE FOLLOWING PURPOSES

Hardship Withdrawals must be in keeping with the Code and IRS Regulations and may be made in the event of financial hardship for only the following purposes:

- Payments for medical expenses that were previously incurred by you or your spouse or dependents or that are necessary for these persons to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for you or your spouse, children or dependents;
- Payments necessary to prevent your eviction from your principal residence or foreclosure on the mortgage on that residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents;
- Expenses for the repair of damage to your principal residence;

WHEN A DISTRIBUTION IS CONSIDERED NECESSARY TO SATISFY AN IMMEDIATE AND HEAVY FINANCIAL NEED

A distribution is made on account of financial hardship only if the distribution is made on account of an "immediate and heavy financial need" and is necessary to satisfy the immediate and heavy financial need. A distribution will be considered necessary to satisfy an immediate and heavy financial need only if:

- You have obtained all distributions, other than Hardship Withdrawals, and all nontaxable loans to which you are eligible under this Plan or any other plans maintained by any Employer;
- You agree to suspend any further Voluntary Contributions under this Plan all other plans maintained by any Employer for six months after receipt of the Hardship Withdrawal; and
- The distribution is not in excess of the amount of the immediate and heavy financial need.

HARDSHIP WITHDRAWAL PROCEDURES

The Trustees have contracted with Prudential Financial to process applications for Hardship Withdrawals, and to make the initial determination on a Participant's eligibility. To obtain a Hardship Withdrawal application, you should contact Prudential Financial by calling 1-877-PRU-2100 or visiting www.prudential.com/online/retirement. Your application must be submitted directly to Prudential. If you need assistance obtaining an application, please call the Benefits Office. Note that Hardship Withdrawals require spousal consent.

If Prudential concludes that you are not eligible for a Hardship Withdrawal, you have the right to file a claim for benefits under the Plan's Claims and Appeals Procedures.

Payment of a Hardship Withdrawal will be made to you once your application has been approved by the Fund. Federal and State taxes may be due on any Hardship Withdrawal amount. Tax obligations are the responsibility of the Participant and should be taken into account in determining the amount of the Hardship Withdrawal requested.

There will be a nonrefundable Hardship Withdrawal Fee of \$25.00 deducted from your Individual Account if your request for a Hardship Withdrawal is approved. The \$25.00 Hardship Withdrawal Fee will compensate the Plan for expenses that the Plan incurs in processing a Hardship Withdrawal application.

The Trustees may modify or terminate Hardship Withdrawals at any time.

ONE-TIME IN-SERVICE DISTRIBUTION OF ROLLOVER CONTRIBUTIONS

Effective August 1, 2013, you may elect a one-time lump sum distribution of all or a portion your Rollover Account. You are not required to retire or terminate employment to be eligible for to receive this one-time distribution from your Rollover Account. A detailed explanation of the tax treatment of a distribution from your Rollover Account will be supplied at the time of application and is available upon request.

DEATH BENEFIT

AMOUNT OF BENEFIT

If you die any remaining balance in your Individual Account goes to your beneficiary.

MARRIED PARTICIPANTS - SPOUSE AS BENEFICIARY

If you are married, your spouse is your beneficiary unless your spouse has waived his or her right to be your beneficiary and has consented to the designation of another beneficiary in accordance with the following:

- Your spouse's consent and waiver must be in writing and filed with the Trust Office and must acknowledge the effect of the beneficiary designation (as depriving the spouse of the Death Benefit). Contact the Benefits Office for a waiver form;
- Your election must designate a specific beneficiary or beneficiaries and may not be changed without the written consent of your spouse, unless your spouse has expressly permitted other designations by you without any further consent by your spouse;
- Your spouse's consent must be witnessed by a Plan representative or notary public.

EVERY PARTICIPANT SHOULD FILE A BENEFICIARY CARD

As Participant, whether married or unmarried, you should file a beneficiary card with the Benefits office. If you are a married Participant, you should file a card because if your spouse dies before you die, another surviving person named on the card will receive the Death Benefit. If more than one named beneficiary survives you, each surviving beneficiary will receive an equal share of your benefit. If you also name a contingent beneficiary, the contingent beneficiary will receive a benefit only if the primary beneficiary fails to survive you.

WHAT IF NO NAMED BENEFICIARY SURVIVES?

If there is no surviving spouse entitled to a Death Benefit and if no card is on file or if none of the named beneficiaries survive you, your Individual Account will be paid to the surviving member or members of the first of the following classes in which a class member survives you:

- Class 1 Your children, in equal shares, and if a child with descendants dies before you, his descendants will be entitled to his share;
- Class 2 Your parents, in equal shares;
- Class 3 Your brothers and sisters, in equal shares; and
- Class 4 Your personal representative of your estate.

However, instead of paying any of those pursuant to the preceding paragraph, the Trustees may pay all or part of your Individual Account for reimbursement of (1) funeral expenses up to \$4,000; and (2) expenses of your last illness up to \$10,000.

MANDATORY STARTING DATE FOR PAYMENT OF DEATH BENEFITS

It is the obligation of a surviving spouse and of any beneficiary entitled to benefits to make timely application for benefits. Failure of a beneficiary to contact the Benefits Office promptly after your death may cause forfeiture of the benefits.

There are IRS rules as to when payment of Death Benefits must begin and as to the period of time over which payments (under the Permissive Withdrawal option) may be made. There are IRS penalties for delays.

PERMISSIVE WITHDRAWAL OPTION

PURPOSE OF PERMISSIVE WITHDRAWALS

If you have qualified for a Normal Retirement Benefit, a Termination of Employment Benefit, or a Permanent Disability Benefit, you may elect the Permissive Withdrawal option which allows you to determine how much to withdraw from your Individual Account balance each year. You may choose the amount you wish to receive up to the total amount of your Individual Account. However, if you elect the Permissive Withdrawal option, no later than the Mandatory Starting Date at age 70 $\frac{1}{2}$, you must begin to withdraw sufficient amounts to satisfy the IRS minimum distribution rules.

Permissive Withdrawals may not be elected if your Individual Account has a balance of less than \$5,000.

AMOUNT OF BENEFIT

When retiring, you will choose the benefit amount and when it is to be paid to you for the first 12 months. The benefit may be paid on a monthly, quarterly or annual basis. Typically, Participants select an amount to be paid over 12 months and thereafter until changed by you. You retain authority to change the benefit amount or to withdraw the remaining Individual Account balance.

Example: Jones retires after his normal retirement age and chooses Permissive Withdrawals of \$600 per month beginning in January 2015. He receives \$600 per month for 12 months. By filing a new election form with the Benefits Office, Jones elects Permissive Withdrawals of \$800 per month beginning in January 2016.

DEATH BENEFIT

If you are receiving Permissive Withdrawals and then die, the balance remaining in your Individual Account will be paid to your Beneficiary. Your Beneficiary may also elect to receive payment of a Death Benefit under the Permissive Withdrawal option.

CLAIMS AND APPEAL PROCEDURES

HOW TO FILE A CLAIM FOR BENEFITS

You (or in the event of your death, your surviving spouse or any other person entitled to a Death Benefit) should:

- **Contact the Benefits Office** to request an application form. The applicant may request an appointment in the Benefits Office with a Plan representative to discuss the application.
- **Read the Summary Plan Description.** The applicant should carefully read the articles in this Summary Plan Description discussing benefits and the available options.
- **Documents to Present.** The benefit claim application and other forms requested by the Benefits Office should be carefully completed. Ordinarily, a birth certificate will be required from the applicant. If making a claim for Death Benefits, a death certificate will be required and if the claim is by your surviving spouse, ordinarily a marriage certificate will be required.

CLAIM PROCESSING

Claims will be generally be decided within 90 days after receipt of a completed application, unless additional time is needed. If so, the claimant will be advised of the special circumstances requiring more time and when an answer may be expected.

A denial of all or any part of a claim will be in writing, and will include: the specific reasons for the denial, reference to pertinent Plan provisions on which the denial is based, a description of any additional information necessary for the claimant to perfect the claim, and an explanation of the steps to be taken if the claimant wishes to appeal the denial.

APPEAL PROCEDURE

A claimant or his authorized representative may appeal by filing a signed written request at the Benefits Office within **90 days** of the event which the appeal concerns; for example within 90 days of receipt of a denial of benefits. A late appeal, filed within 18 months of the event which the appeal concerns, may be considered by the Trustees if they find good reason for the delayed filing and that the delay will not be prejudicial to the Plan.

The claimant or his authorized representative may submit issues and comments in writing for consideration by the Trustees and upon request may review and receive free copies of pertinent documents relating to the subject matter of the appeal.

If the Trustees have designated another party (or parties) to decide the issues, the Board of Trustees may review (and may change) the decision. The decision will be sent by certified mail to the claimant and his/her representative, if applicable. If a decision will require more than 60 days, there may be an additional period of up to 60 days for the appeal to be decided; the party appealing will be notified in writing of the reasons for taking additional time.

The Trustees or other party ruling on the appeal have discretionary authority in handling and ruling on the matter.

If the decision is adverse to the claimant it will state:

- The specific reason or reasons for the adverse determination;
- Reference to the specific Plan provisions on which the determination is based;
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim; and
- A statement of the claimant's right to bring an action under Section 502(a) of ERISA.

PERMANENT DISABILITY CLAIMS AND APPEALS

A copy of the Plan's procedures for claims and appeals of Permanent Disability Benefits is available upon written request to the Benefits Office; and a copy will be provided to any Participant filing an application for Permanent Disability Benefits.

WHERE TO FILE CLAIMS AND OTHER COMMUNICATIONS

All claims, appeals, and other communications should be addressed to:

SMART Local Union No. 36 Benefits Office
2319 Chouteau Avenue, Suite 300
St. Louis, Missouri 63103
(314) 652-8175

RESTRICTIONS ON LAWSUITS

The appeal procedure must be followed by anyone in any dispute with the Plan involving benefits or any other matter involving the Plan or its administration. No party may file a lawsuit against the Plan, the Trustees, their agents or employees unless the party has filed an appeal and followed the requirements of the Appeal Procedure and the Appeal Procedure has been concluded.

WHAT OBLIGATIONS DO PARTICIPANTS, BENEFICIARIES AND EMPLOYERS HAVE TO FURNISH INFORMATION TO THE TRUSTEES?

Participants, Beneficiaries and Employers are required to furnish the Trustees with such information as will aid the Trustees in the administration of the Plan and Trust, including but not limited to all pertinent data on employees for purposes of determining their status under this Plan. Employers are to file monthly reports with the Trustees on employees for whom Employer Contributions are due to the Plan, on forms provided by the Trustees and to permit the inspection of their records by the Trustees.

MAY CREDITORS OF PARTICIPANTS OR BENEFICIARIES RECEIVE PAYMENTS FROM THE PLAN?

No. No Participant or Beneficiary has the right to assign, transfer, sell, pledge or in any other way dispose of any right to benefits which he may have from this Plan. In addition, a Participant's or Beneficiary's benefit payment, right to benefit payment, or interest in this Plan shall not be subject to seizure by any creditor under any execution, writ, or proceeding at law or in equity. These provisions will not apply to the Plan itself if the Plan is amended to allow Participant loans.

However, the Plan will recognize and make payments pursuant to qualified Domestic Relations Orders (QDROs). Upon request to the Trust office a Participant or Beneficiary may obtain a copy of the Plan procedures pertaining to QDROs.

WHAT IF A BENEFIT IS DUE TO A MINOR OR TO AN INCOMPETENT PERSON?

If a guardian has been appointed by a Court for a minor or for an incompetent person not able to manage his own affairs, only that Guardian should apply for benefits. No other person should apply for nor accept benefits. If there is no court appointed guardian, the Trustees, in their discretion, may make payment to a person or institution providing care for the minor or incompetent. Payments so made shall be a complete discharge of the Trustees' obligations and the Trustees shall not be responsible for seeing to the application of the money so paid.

RIGHTS OF RETURNING MILITARY PERSONNEL

If you leave service with an Employer participating in this Plan to enter military service, you may have rights to re-employment under the Uniformed Services Re-Employment Rights Act (USERRA) and may be permitted to pay estimated Voluntary Contribution amounts while in military service. If you who exercise your re-employment rights, you will be entitled to make Voluntary Contributions in following years for the estimated amount of Voluntary Contributions that you would have made had your employment not been interrupted. Further, you may be entitled to Employer Contributions that would have been made to the Plan during your period of military service. Contact the Benefits Office upon returning from military service. Let your Employer know you were a Participant in this Plan when you entered military service.

In accordance with the Heroes Earnings Assistance and Relief Tax (HEART) Act of 2008, effective with deaths occurring on or after January 1, 2007, for purposes of determining eligibility for Death Benefits, if you die while performing qualified military service under USERRA, the Plan will treat you as having resumed and then terminated employment on account of death.

GENERAL INFORMATION

NAME OF PLAN

International Association of Sheet Metal, Air, Rail and Transportation Workers
("SMART") Local Union No. 36 401(k) Plan.

PLAN IDENTIFICATION NUMBERS

The IRS identification number is EIN 43-1758027. The Plan Number is 001.

TYPE OF PLAN

This Plan is a defined contribution (profit sharing) retirement plan providing individual accounts, sometimes called a Section 401(k) plan.

TYPE OF ADMINISTRATION OF THE PLAN

The Plan is administered by the Board of Trustees. The day-to-day business of the Plan is administered by the employees at the Benefits Office located on the premises SMART Local Union No. 36.

PLAN ADMINISTRATOR AND SPONSOR

The Plan Administrator and Plan Sponsor maintaining the Plan is the Board of Trustees of the SMART Local Union No. 36 401(k) Plan, three of whom are appointed by the St. Louis Chapter, Sheet Metal and Air Conditioning Contractors Association and three of whom are appointed by SMART Local Union No. 36.

The Board of Trustees maintains an administrative office and staff at the Benefits Office to perform the routine administration of the 401(k) Plan:

SMART Local Union No. 36 Benefits Office
Ms. Buffi Gass, Administrative Manager
2319 Chouteau Avenue, Suite 300
St. Louis, Missouri 63103
(314) 652-8175

PLAN YEAR

All financial records of the Plan are kept on a calendar year basis running from January 1st to December 31st.

NAMES AND ADDRESSES OF THE BOARD OF TRUSTEES

UNION TRUSTEES

Mr. David C. Zimmermann
Co-Chairman
SMART Local Union No. 36
2319 Chouteau Avenue, Suite 300
St. Louis, Missouri 63103

Mr. Dennis W. Westray
SMART Local Union No. 36
2319 Chouteau Avenue, Suite 300
St. Louis, Missouri 63103

Mr. R. Brad Birk
SMART Local Union No. 36
2319 Chouteau Avenue, Suite 300
St. Louis, Missouri 63103

EMPLOYER TRUSTEES

Mr. Dan Durphy
Co-Chairman
Peters-Eichler Heating Company
3115 Sutton Avenue
St. Louis, Missouri 63143

Mr. William Meeh
R. F. Meeh Company
325 Sun Valley Circle
Fenton, Missouri 63026

Mr. Kevin Suiter
Murphy Company
1233 N. Price Rd.
St. Louis, Missouri 63122

AGENT FOR SERVICE OF LEGAL PROCESS

Service for legal process should be served upon the Administrative Manager at the Benefits office; or any Trustee may be served.

COLLECTIVE BARGAINING AGREEMENTS

The Plan is maintained pursuant to Collective Bargaining Agreements which provide for the rate of Employer Contributions to the Plan, the type of work and areas of work for which Employer Contributions are payable and certain other terms governing Employer Contributions. You may obtain a copy of a Collective Bargaining Agreement by making a request, in writing, to the Benefits Office and a copy is available for examination at the Benefits office.

Participating Sheet Metal Locals are: SMART Local Union No. 36 (St Louis, Columbia, and Springfield, Missouri and Arkansas); Local 218 (Springfield, Illinois); and Local 268 (Caseyville, Illinois).

YOUR RIGHTS UNDER ERISA

As a Participant in the SMART Local Union No. 36 401(k) Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information about Your Plan and Benefits

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, 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 Pension and Welfare Benefit Administration.

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

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 55) 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 creating rights for Plan Participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. 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 a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of 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, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, 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 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.

PLAN TERMINATION

Occasion. The Plan may be terminated: By mutual consent of SMART Local Union No. 36 and the Employer Association; by unanimous agreement of the Trustees if there is no Collective Bargaining Agreement in force for a year or more requiring Employer Contributions to this Plan or if the Trustees believe that the Plan is inadequate to carry out the purposes of the Trust Agreement to meet the obligations under the Trust Agreement and under the Plan Document to Participants and beneficiaries and that condition is not remedied.

Distribution of Assets. Money is to be set aside to pay all creditors and the expenses of termination. The Trustees will have all remaining assets valued and each Participant's account will be adjusted in accordance with that valuation. The Trustees will then distribute to each Participant the value of his account, in cash or in kind, in the benefit form that is legally acceptable.

No part of the assets of the Trust shall be used or diverted to purposes other than for the exclusive benefit the Participants and Beneficiaries except for the administrative expenses of the Plan.

THE PLAN MAY BE CHANGED

The Trustees are authorized to amend the Plan Document and Trust Agreement and to establish procedures and regulations; the Union and Employer Association may also amend the Trust Agreement.

AUTHORITY OF THE TRUSTEES TO INTERPRET MATTERS PERTAINING TO THE PLAN

The Trustees have authority to use their discretion to rule on all applications, and their decisions shall be final and binding. In applying and interpreting this booklet, the Plan Document, the Trust Agreement, forms and regulations, the Trustees may use their discretion and their decision shall be final and binding on all parties B including but not limited to employees, Employers, the Union, retirees and beneficiaries.

PLAN DOCUMENTS ARE CONTROLLING

This Summary Plan Description is a summary of the Plan in effect as of **June 1, 2015**. The detailed and legally binding provisions of the Plan are set forth in the Plan Document, Trust Agreement and in Regulations adopted by the Trustees. In the event of any conflict with this Summary Plan Description, the provisions set forth in the Plan Document, Trust Agreement, or Regulations, will control.

Participants who retired or terminated employment prior to **June 1, 2015**, should look at the SPD, Plan Document, Trust Agreement and Regulations in effect at the time of termination of employment or retirement.

GENDER

Whenever a personal pronoun is used in the masculine gender (he, him or his), it should be deemed to include the feminine (she, her or hers) also and vice-versa, unless the context clearly indicates the contrary.

THE BENEFITS ARE NOT GUARANTEED BY THE GOVERNMENT

The benefits provided by this Plan are not guaranteed by the Pension Benefit Guaranty Corporation (PBGC). PBGC is a government agency which guarantees certain benefits in defined benefit pension plans; these plans are required to pay premiums to the PBGC out of Plan assets. The PBGC does not guarantee benefits for defined contribution plans such as the SMART Local Union No. 36 401(k) Plan and the Plan pays no premiums to the PGGC.

RECIPROCITY WITH OTHER PENSION PLANS

EMPLOYER CONTRIBUTIONS AND WAGE DEFERRALS UNDER A PARTICIPATING PLAN WHICH TRANSFERS TO THIS PLAN

If you designate this Plan as your Home Fund under the procedures of the International Reciprocal Agreement for Defined Contribution Pension Plans ("Reciprocal Agreement"), to the extent that this Plan receives Employer or Voluntary Contributions from a participating plan, your Individual Account will be credited with the Employer or Voluntary Contributions received from the other participating plan.

EMPLOYER OR VOLUNTARY CONTRIBUTIONS UNDER A PARTICIPATING PLAN WHICH TRANSFERS FROM THIS PLAN

If you designate another participating plan as your Home Fund under the procedures of the Reciprocal Agreement and this Plan transfers Employer or Voluntary Contributions to your Home Fund, your Individual Account will not be credited for any Employer or Voluntary Contributions which are transferred to your Home Fund.

FREQUENTLY ASKED QUESTIONS

CAN I PARTICIPATE IN MORE THAN ONE 401(K) PLAN?

You can participate in more than one 401(k) plan as long as your total Voluntary Contributions to both plans do not exceed **\$18,000.00** (or the currently applicable IRS maximum) or **\$24,000.00** if you are age 50 or older.

SINCE MY VOLUNTARY CONTRIBUTIONS REDUCE MY TAXABLE WAGES, WILL IT AFFECT MY VACATION FUND CONTRIBUTION?

No. Voluntary Contributions do not reduce your wage based upon which Vacation Fund contributions or other fringe benefit contributions are calculated.

WILL I BE ABLE TO OBTAIN A DISTRIBUTION FROM MY INDIVIDUAL ACCOUNT IN THE EVENT OF A HARDSHIP?

Yes. The Plan has a provision for making Hardship Withdrawals under certain conditions. These rules are discussed starting on page 11 of this Summary Plan Description.

CAN LUMP SUM DISTRIBUTIONS FROM OTHER RETIREMENT PLANS BE ROLLED INTO THIS PLAN?

Yes. Subject to regulations of the Trustees and the IRS, rollovers from other qualified plans may be permitted.

CAN I ROLL MY 401(K) DISTRIBUTION FROM THIS PLAN INTO AN IRA OR ANOTHER QUALIFIED RETIREMENT PLAN?

As a general rule, you can roll your distribution into an IRA or into another qualified plan which is willing to accept it.