



SPRINKLER INDUSTRY SUPPLEMENTAL PENSION FUND

Summary Plan Description

Letter to Participants

Sprinkler Industry Supplemental Pension Fund

Angela Curseen, Executive Director
8000 Corporate Drive
Landover, Maryland 20785

Dear Participant:

We are pleased to present you with this updated Summary Plan Description. In general, it describes your benefits provided by the Sprinkler Industry Supplemental (SIS) Pension Fund (Fund) under the Sprinkler Industry Supplemental Pension Plan (Plan or Plan document) as of January 1, 2026.

The Fund's purpose is to provide you with supplemental retirement benefits after you conclude your career. Besides retirement benefits, the Fund also offers benefits upon your death, total and permanent disability, separation from employment in the industry or, in limited situations, if you experience a Hardship as defined in the Plan document. The Plan also has a special one-time distribution feature available to Participants who have reached age 59 ½.

We encourage you to read this booklet carefully to be sure you understand your rights and obligations under the Plan. You should also share this booklet with your family, including your spouse, and keep it in a safe place, so they know where to find it.

Every effort has been made to write this Summary Plan Description in a plain, straightforward manner. However, it is important to note that this Summary Plan Description is not a substitute for the Plan document. In the case of any discrepancy between this Summary Plan Description and the Plan document, the Plan document, as interpreted solely by the Board of Trustees, will always govern.

The Fund Office is available to answer any questions you may have regarding the Plan. You may contact the Fund Office at (301) 577-1700 or (800) 638-2603.

We believe that the Sprinkler Industry Supplemental Pension Fund plays an important role in your retirement security, and we are proud to be involved in its continued operation.

Very truly yours,

Board of Trustees

The Board of Trustees

The Sprinkler Industry Supplemental Pension Fund is a collectively bargained trust fund administered by a joint Board of Trustees appointed by certain Sprinkler Local Unions and the National Fire Sprinkler Association. The Board of Trustees maintains an administrative office to carry out its instructions and conduct the day-to-day operations of the Fund. Below are the names and business addresses of the Trustees:

Union Trustees

Jeff Dixon, Chairman
Sprinkler Fitters Local 483
2525 Barrington Ct.
Hayward, CA 94545

Scott Peterson
Sprinkler Fitters Local 699
4411 S. Ryan Way
Tukwila, WA 98178

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Sprinkler Fitters Local 709
12140 Rivera Road
Whittier, CA 90606

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Sprinkler Fitters Local 692
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Robert J. Cooper, Jr.
Sprinkler Fitters Local 669
7050 Oakland Mills Road, Ste. 200
Columbia, MD 21046

Management Trustees

Joshua Savitz, Secretary
National Fire Sprinkler Association
514 Progress Drive, Suite A
Linthicum Heights, MD 21090

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Superior Automatic Sprinkler Co.
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Fremont, CA 94538

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Patriot Fire Protection, Inc.
2707 70th Ave. E.
Tacoma, WA 98424

Kyle Howell
Kimble and Company
15182 Bolsa Chica St., Suite A
Huntington Beach, CA 92649

Joshua Faulkner
National Fire Sprinkler Association
514 Progress Drive, Suite A
Linthicum Heights, MD 21090

The Board of Trustees has the exclusive responsibility and complete discretionary authority to control the operation and administration of the Fund, with all powers necessary to enable the Board to properly carry out such responsibility. For example, the Board of Trustees has the exclusive responsibility and complete discretionary authority to construe, interpret, and apply the terms of the Plan document, determine eligibility for benefits, and resolve all interpretative, equitable, and other questions that arise in the operation of the Fund. All actions, determinations, and interpretations by the Board of Trustees are final, conclusive, and binding on all persons.

Highlights of the SIS Pension Plan

The information below highlights some of the features of the Sprinkler Industry Supplemental Pension Plan. More detailed information is provided later in this Summary Plan Description (SPD).

<p>When am I covered by the Plan?</p>	<p>In general, if you work in employment covered by a Collective Bargaining Agreement that requires your Employer to make contributions to this Fund, you are immediately covered by the Plan upon commencing such Covered Employment. Contributions on your behalf are made by your Employer at the hourly rate stated in the Collective Bargaining Agreement with your Employer. You may not make contributions to the Fund under any circumstances. Please refer to Chapter 1 for additional information.</p>
<p>What is my benefit from the Fund?</p>	<p>The Fund will establish an Individual Account for you when contributions are first received by the Fund on your behalf. Contributions received on your behalf are credited to your Individual Account. The amount that accumulates in your Individual Account, valued according to Plan rules, is your benefit from the Fund. Please refer to Chapter 2 for additional information.</p>
<p>How is my Individual Account invested?</p>	<p>The Fund offers a menu of diverse investment options for you to choose from. If you do not affirmatively select any investment option, your Individual Account will be invested in the Fund's default investment option. Under the Fund's default investment option, the asset allocation of your Individual Account changes as you get older so that your exposure to the stock market reduces as you age. You should consider your own risk tolerance and retirement needs when deciding which investment option(s) is best for you. Please refer to Chapter 3 for additional information.</p>
<p>When may I receive a distribution from my Individual Account?</p>	<p>In general, you are eligible for a distribution from your Individual Account if you: (1) Retire; (2) become Totally and Permanently Disabled; (3) separate from Covered Employment for a specified period and meet specified conditions; (4) experience a Plan-defined Hardship; or (5) reach age 59 ½. Restrictions apply. Please refer to Chapter 4 for additional information.</p>
<p>How will my distribution be paid?</p>	<p><i>Small Individual Account Balances.</i> If your Individual Account is less than \$5,000, your benefit will be paid as a single lump sum.</p> <p><i>The Plan's Default or "Automatic" Forms of Payment if You Are Married or Single.</i> If you are married and your Individual Account is at least \$5,000, your benefit will be paid automatically as a 50% Joint and Survivor Pension unless you waive this method of payment and choose another method of payment with your spouse's consent. The 50% Joint and Survivor Pension provides monthly payments to you for your lifetime, and, if you die before your spouse, 50% of your monthly payment will continue to your spouse for his or her lifetime.</p> <p>If you are not married and your Individual Account is at least \$5,000, your benefit will be paid automatically as a Single Life Pension unless you waive this method of payment and choose another method of payment. A Single Life Pension provides a monthly payment to you for your lifetime only.</p>

	<p>The 50% Joint and Survivor Pension and the Single Life Pension are purchased by the Fund from an insurance carrier to provide monthly lifetime payments to you or to you and your spouse, depending on the benefit form. Fees and costs directly related to the purchase of either of these annuities will be deducted from your Individual Account, and the balance that remains will determine the monthly payments you (and your spouse, if applicable) will receive.</p> <p><i>The Plan's Optional Forms of Payment.</i> If you (and your spouse, if applicable) waive the applicable automatic payment form, you may choose to receive your distribution in one of the following ways: (1) a single lump sum payment; (2) monthly, quarterly, semiannual, or annual installment payments (the payment period must be no less than 2 years and no more than 10 years); (3) a combination of a single lump sum and installment payments; or (4) in another form of lifetime pension (also called an "annuity" option).</p> <p><i>Special Restrictions for Certain Distributions.</i> Hardship distributions and age 59 ½ distributions are payable only in a single lump sum. If you and your spouse, if applicable, do not consent to this benefit as a single lump sum payment, the benefit cannot be paid. Please refer to Chapter 5 for additional information.</p>
<p>What Death Benefits does the Plan offer?</p>	<p>If you die before you begin to receive your benefits from this Fund and you are married on the date of your death, one-half of your Individual Account will be used to provide a Pre-retirement Surviving Spouse Benefit to your surviving spouse and the remaining half will be paid to your Beneficiary or Beneficiaries as a Pre-retirement Death Benefit. If you die before you begin to receive your benefits from this Fund and you are not married, your entire Individual Account will be payable to your Beneficiary or Beneficiaries. Please refer to Chapter 6 for additional information.</p>
<p>What do I have to do to receive a distribution, assuming I am eligible?</p>	<p>In general, payment of benefits under the Plan is not automatic. To receive a distribution from the Fund, you must apply for a distribution by submitting a completed application form available from the Fund Office. If your application is denied, you have the right to appeal the denial to the Board of Trustees.</p> <p>Notwithstanding the foregoing, you may not postpone your Effective Date of benefits beyond your Required Beginning Date. Your Required Beginning Date is the April 1st following the calendar year in which you reach age 73. The Fund Office will make payments to an individual who fails to file an application by that time in accordance with the provisions of the Plan. Please refer to Chapter 7 for additional information.</p>
<p>What is the federal tax treatment of my benefit?</p>	<p>The money in your Individual Account is not taxable until you receive it. When you receive the money from your Individual Account, you must report it as taxable income unless your distribution is an "eligible rollover distribution" and you roll over your distribution into an "eligible retirement plan." If your distribution is an eligible rollover distribution and you do not elect to roll it over directly to an eligible retirement plan, this Fund must withhold 20% federal income tax from your distribution. You should seek professional tax advice for assistance before benefits are paid from your Individual Account.</p>

Does a federal tax penalty apply if I receive an “early” distribution?

If you are under the age 59 ½ and do not roll over your distribution to an eligible retirement plan, you will owe an additional 10% in federal income tax unless you terminated employment at or after age 55, you are totally and permanently disabled (within the meaning of the Internal Revenue Code), or other limited exceptions apply. The Fund will not deduct this amount; it will be your responsibility to pay. You should seek professional tax advice for assistance before benefits are paid from your Individual Account.

IMPORTANT POINTS TO REMEMBER

- *Keep this Booklet Safe.* Tell your family, particularly your spouse, about this booklet and where you keep it filed. If you lose this booklet, you may ask the Fund Office for another.
- *The Plan’s Rules May Change.* Plan rules and benefits may change from time to time. If this occurs, you will receive written notice explaining the change. Please be sure to read and keep all Plan communications.
- *This is a summary.* This SPD is not meant to interpret, extend, or change the Plan document or the Trust Agreement in any way. If there is a conflict or discrepancy between this SPD and the actual provisions of the Plan document or the Trust Agreement, the Plan document and Trust Agreement will govern your rights and benefits.
- *Rules about Plan interpretation.* Only the Board of Trustees is authorized to interpret the Plan document and Trust Agreement. The Board of Trustees has the discretion to decide all questions about the Plan document and Trust Agreement, including questions about your eligibility for benefits and the amount of benefits that are payable to you. Individual Trustees, Employers, or Union representatives do not have the authority to interpret the Plan document or Trust Agreement on behalf of the Board of Trustees or to act as its agents. Finally, the Board of Trustees also has the discretion to determine the facts of any claim you make for Plan benefits.
- *If you have a question.* If you have a question about your benefits, please contact the Fund Office. As a courtesy to you, the Fund Office may respond informally to your oral questions by telephone or in person at the Fund Office. However, these oral answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning your benefits.

Table of Contents

Letter to Participants	2
The Board of Trustees	3
Highlights of the SIS Pension Plan	4
Chapter 1: Administration, Participation, Contributions, and Military Service	8
Plan Administration	8
Plan Participation	8
Employer Contributions	9
Military Service	9
Chapter 2: Your Individual Account	11
Your Individual Account	11
Individual Account Value	11
Federal Taxes and Your Individual Account	12
Chapter 3: Investment of Fund Assets	13
Investment of Your Individual Account	13
Making Investment Choices Operational Expenses	15
Checking Your Individual Account Balance	16
Chapter 4: Distribution of Your Individual Account	17
Plan Benefits — Generally	17
Retirement Benefit	17
Separation Benefit	17
Disability Benefit	18
Age 59 ½ Distributions	19
Hardship Distributions	19
Distributions to Participants Returning from Military Service	20
Chapter 5: Forms of Payment	21
How Benefits are Paid — Generally	21
Default Forms of Payment	21
Other Forms of Payment	22
Chapter 6: Death Benefits	24
Death Benefits — Generally	24
Pre-Retirement Surviving Spouse Benefit	24
Death After Retirement	24
Beneficiary Designations	24
Chapter 7: Applying for Benefits	26
Applying for Benefits	26
Initial Decision on Your Application	26
Appeals Procedures	27
Chapter 8: Frequently Asked Questions About the Plan	30
Chapter 9: Additional Important Plan Information	32
Chapter 10: Your Rights Under ERISA	35

Chapter 1: Administration, Participation, Contributions, and Military Service

PLAN ADMINISTRATION

- **In General.** The Fund is governed by a joint Board of Trustees with an equal number of Union representatives and representatives of contributing Employers. The Plan was created in accordance with the Trust Agreement, which establishes the Trustees' duties and authority to administer the Plan.
- **Day-to-Day Operations.** The Board of Trustees has designated the Fund Office, in Landover, Maryland, to conduct the Fund's day-to-day operations. To contact the Fund Office, write or call:

Sprinkler Industry Supplemental Pension Fund
8000 Corporate Drive
Landover, Maryland 20785
(301) 577-1700 | (800) 638-2603
Normal Business Hours:
9:00 a.m. to 4:30 p.m. (Eastern Time) Monday through Friday

- **The Fund's Recordkeeper.** John Hancock serves as the Fund's recordkeeper. In this capacity, John Hancock: (1) maintains the Fund's Individual Accounts; (2) maintains a website and Mobile App through which you may review your Individual Account balance, current investment selection, and rates of investment return; (3) acts upon your instructions to change your investment options; (4) pays benefits at the direction of the Fund Office to eligible applicants; (5) issues quarterly statements, tax reporting forms (1099-R), and other periodic or special mailings; (6) develops educational materials; and (7) performs related duties at the direction of the Board of Trustees. More information about your Individual Account and the investment options for your Individual Account may be found in Chapters 2 and 3 of this booklet.

PLAN PARTICIPATION

- **Collectively Bargained Work.** If you work in Covered Employment under a Collective Bargaining Agreement that requires your Employer to make contributions to this Fund on your behalf, you are immediately covered by the Plan upon commencing Covered Employment.
- **Non-Collectively Bargained Work.** If you perform your first Hour of Work after 1992 in work that is covered by the Plan but is not covered by a Collective Bargaining Agreement, you are covered by the Plan on the first day of the month after you complete 1,000 Hours of Work.
 - The Internal Revenue Service (IRS) has issued rules governing the Plan's coverage of non-collectively bargained employees. These rules provide that if an employer contributes to a collectively bargained pension plan on behalf of employees who are not in a collective bargaining unit, the "non-bargaining unit employees" of that employer must separately meet these IRS requirements without taking bargaining unit employees into account.
 - Employers (including Sprinkler Local Unions and Sprinkler Local Union benefit funds) who provide contributions on behalf of non-bargaining unit employees are required to provide the Fund with written certification that their contributions do not violate nondiscrimination and coverage rules or must provide the Fund with enough information for the Fund to determine compliance with these IRS rules.
 - If requirements of the Internal Revenue Code are not met, or the Employer does not complete a

certification, comply with Plan rules, or otherwise cooperate with the Fund's efforts to determine the Employer's compliance with IRS requirements, the participation of the Employer's non-collectively bargained employees will terminate in accordance with the provisions of the Plan.

- **Termination of Participation.** Your coverage under the Plan ends on the date on which the Fund sends you the entire remaining balance of your Individual Account.
- **Recommencement of Participation.** If your coverage under the Plan terminates, your coverage will recommence immediately upon your return to Covered Employment for which your Employer must make contributions to the Fund on your behalf.

EMPLOYER CONTRIBUTIONS

- **In General.** Contributions on your behalf are made by your Employer at the hourly rate stated in the Collective Bargaining Agreement with your Employer. Employees may not make contributions to the Fund under any circumstances.
- **Participation Agreements.** If you are: (1) an employee of a signatory Employer who is not covered by a Collective Bargaining Agreement; (2) an employee of a Sprinkler Local Union; or (3) an employee of a Sprinkler Local Union benefit fund, your work may be covered by the Plan through a Participation Agreement between your Employer and the Board of Trustees. If you perform work covered by the Plan through a Participation Agreement, contributions are made at the hourly rate stated in the Participation Agreement.
- **Maximum Contribution Limit.** Although there is no maximum contribution rate, applicable law provides that annual contributions (plus certain other kinds of additions that likely do not apply to this Plan) to a Participant's Individual Account may not exceed the lesser of 100% of the Participant's compensation or \$72,000 for 2026. This amount is adjusted periodically for cost-of-living adjustments as permitted by IRS regulations.
 - Compensation generally consists of taxable wages and/or salary earned for employment and does not include non-taxable benefits included in your overall package. Compensation can include amounts paid within a limited period after your employment has ended, such as final paychecks. A back pay award is treated as Compensation for the year to which it relates.
 - Contributions for a prior year resulting from qualified military service are treated as contributions for the year to which they relate and not the year in which they are credited to your Individual Account.
 - Benefits and contributions under the National Automatic Sprinkler Industry (NASI) Pension Plan do not affect the amount that may be contributed to the SIS Pension Plan. The maximum benefits permitted by law may be earned under each plan.
- **New Contributing Employers.** An employer is accepted by the Board of Trustees as a contributing Employer upon signing a Collective Bargaining Agreement with a Sprinkler Local Union. The parties must send to the Fund Office a copy of the signed Collective Bargaining Agreement requiring contributions to the SIS Pension Fund on behalf of employees covered by the Agreement. In addition, the parties must send to the Fund Office a copy of any signed Participation Agreement requiring contributions to the SIS Pension Fund.

MILITARY SERVICE

- **In General.** The Uniformed Services Employment and Reemployment Rights Act (USERRA) provides certain individuals who leave civilian employment to serve in the armed forces with the same employment and benefit rights they would have had if they had not left civilian employment for the

military. You are entitled to this protection under USERRA if all of the following requirements are satisfied:

- You give advance written or oral notice to your Employer that you are entering uniformed service (unless such advance notice is impossible, unreasonable, or precluded by military necessity);
- You are not dishonorably discharged upon the conclusion of uniformed service;
- The cumulative length of all of your absences with the Employer due to uniformed service is generally no longer than 5 years;
- Upon leaving uniformed service, you apply for reemployment within a specified period of time, the duration of which is determined by the length of uniformed service (see below).

You must report back to work within the following time periods:

- Uniformed service of fewer than 31 days or for any length of time for a fitness for duty examination—you must generally report for work on the first regularly scheduled workday at least eight hours after you arrive home from service.
- Uniformed service of more than 30 days but fewer than 181 days—you must generally report for work within 14 days after completion of service.
- Uniformed service of more than 180 days—you must report for work within 90 days after completion of service.

The deadlines for reporting for work are extended for an employee who is hospitalized for, or convalescing from, an illness or injury incurred or aggravated during the period of uniformed service, generally not to exceed 2 years.

- **Contributions for Periods of Military Service.** If you are in military service that qualifies under federal law and meets the above-referenced conditions, you will receive contributions to the Fund for your time in the military in accordance with federal law. You should check with the Fund Office for additional information.
- **Death During Military Service.** A Participant who dies while performing qualified military service shall be treated as having died while actively engaged in Covered Employment. The Participant's designated Beneficiary or surviving spouse shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, determined as if the Participant had resumed working in Covered Employment and then terminated Covered Employment on account of death.

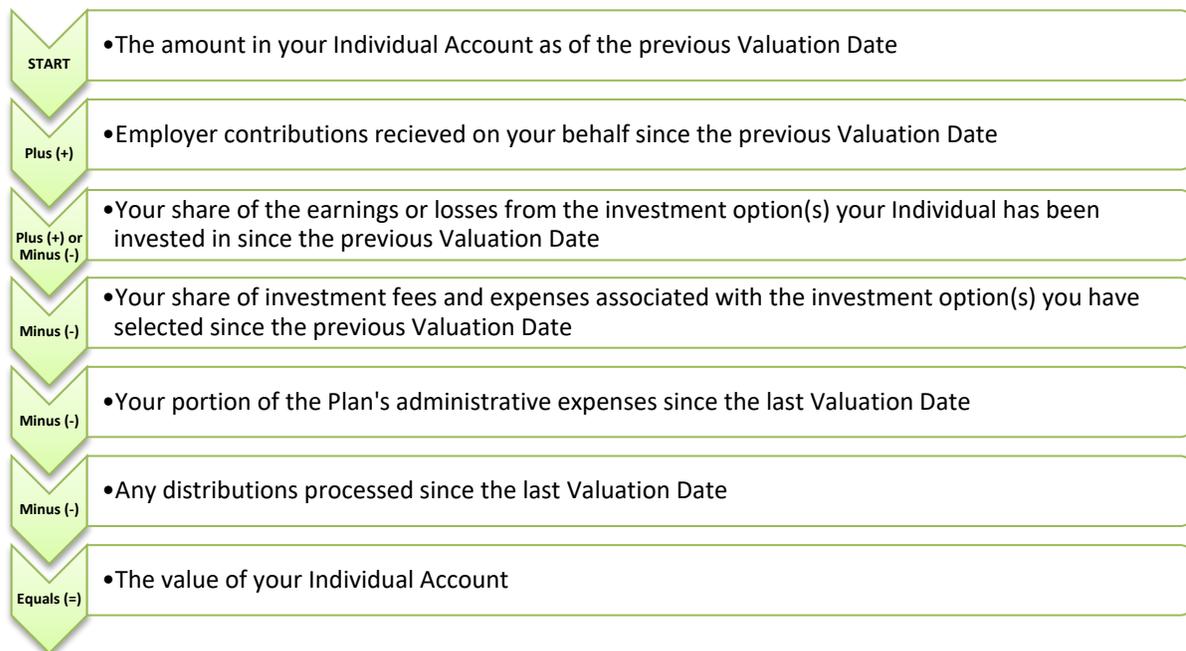
Chapter 2: Your Individual Account

YOUR INDIVIDUAL ACCOUNT

The Fund will establish an Individual Account for you when contributions are first received by the Fund on your behalf. Contributions received on your behalf are credited to your Individual Account. The amount that accumulates in your Individual Account, valued according to Plan rules, is your benefit from the Fund.

INDIVIDUAL ACCOUNT VALUE

- **In General.** The value of your Individual Account is calculated daily. You may obtain the value of your account by calling John Hancock at (833) 388-6466. You may also obtain the value of your Individual Account by logging on to your account with John Hancock at <https://myplan.johnhancock.com/login>. Finally, you will receive quarterly statements, as of the end of each calendar quarter, telling you the balance of your Individual Account as of the end of that calendar quarter. The amount in your Individual Account on any Valuation Date, *i.e.*, the date on which the value of your Individual Account is determined, is calculated as follows:



In no event and at no time will the total amount in all Individual Accounts on any Valuation Date exceed the total net assets of the Fund. The Board of Trustees may, at any time, uniformly reduce the amount in each Individual Account if financial circumstances so require, as determined by the Board of Trustees in its sole and absolute discretion. If such an event should occur, then all Individual Accounts will automatically be proportionately reduced so that the total of all Individual Accounts does not exceed the net assets of the Fund.

- **Vesting.** You are fully and immediately “vested” in your Individual Account. This means that, subject to the Plan rules for valuing Individual Accounts, your benefit from the Fund (*i.e.*, the amount of

money in your Individual Account when it is paid to you or your Beneficiary) is nonforfeitable, even if you discontinue Covered Employment during your career.

- **Individual Accounts for Beneficiaries and Alternate Payees.** The Fund will establish an Individual Account for the Beneficiary of a Participant until the Beneficiary has received a full distribution of the benefit to which the Beneficiary is entitled in accordance with the Beneficiary designation or the terms of the Plan. The Fund will also establish an Individual Account for an Alternate Payee if required by a domestic relations order determined by the Fund to be a Qualified Domestic Relations Order. An Individual Account for a Beneficiary or an Alternate Payee will be subject to the provisions of the Plan (including, but not limited to, its provisions pertaining to the valuation of Individual Accounts) that apply to Individual Accounts of Participants, to the extent permitted by law.

FEDERAL TAXES AND YOUR INDIVIDUAL ACCOUNT

- **In General.** The money in your Individual Account is not taxable until you receive it. When you receive the money in your Individual Account, you must report it as taxable income unless your distribution is an “eligible rollover distribution” and you roll over your distribution into an “eligible retirement plan.” You should seek professional tax advice for assistance before benefits are paid from your Individual Account.
- **Mandatory Federal Tax Withholding on Eligible Rollover Distributions Distributed Directly to You.** If your distribution is an eligible rollover distribution and you do not elect to roll it over directly to an eligible retirement plan, this Fund must withhold 20% federal income tax from your distribution.
- **IMPORTANT | Possible Tax Penalty for Early Distributions.** If you are under the age 59 ½ and do not roll over your distribution to an eligible retirement plan, you will owe an additional 10% in federal income tax unless you terminated employment at or after age 55, you are totally and permanently disabled (within the meaning of the Internal Revenue Code), or other limited exceptions apply. The Fund will not deduct this amount; it will be your responsibility to pay.

Chapter 3: Investment of Fund Assets

INVESTMENT OF YOUR INDIVIDUAL ACCOUNT

- **In General.** Effective January 20, 2026, the Fund offers twenty-five (25) investment options: ten (10) age-based target date funds and fifteen (15) additional investment options. You may choose the manner in which your Individual Account is invested.

Age-Based Target Date Funds

2070 Target Date Fund
2065 Target Date Fund
2060 Target Date Fund
2055 Target Date Fund
2050 Target Date Fund
2045 Target Date Fund
2040 Target Date Fund
2035 Target Date Fund
2030 Target Date Fund
Retirement Fund

Additional Investment Options

Vanguard 500 Index Fund Admiral Shares
Alger Capital Appreciation Institutional Fund
Boston Partners Large Cap Value Equity CIT
Vanguard Extended Market Index Fund Admiral Shares
Conestoga SMID Cap Fund Investors Class
Wedge Small/Mid Cap Value CIT
Earnest Partners International Equity CIT
Vanguard Total Intl Stock Index
Vanguard FTSE All-Wld ex-US SmCP Idx Ins
Artisan Sustainable Emergency Mkts Inst
Vanguard Total Bond Market Index Fund
Baird Intermediate Bond Fund
MacKay Shields High Yield Bond CIT
John Hancock Stable Value Fund
Vanguard Real Estate Index Fund Admiral Shares

The Board of Trustees may, from time to time, establish additional investment options or remove investment options.

- **Target Date Investing | The Default Investment Option If You Do Not Choose Your Investments.** While you are not required to direct how your Individual Account is invested, please be aware that if you do not affirmatively select any investment option, your Individual Account will be invested in the Fund's default investment option, known as the Target Date Investment Program.
 - The Target Date Investment Program is an investment strategy under which the investment option in which your Individual Account is invested, *i.e.*, the specific target date fund, is selected based on your birthdate and corresponding target date. The "target date" is an assumed or projected year for your retirement based on your birthdate. The investment strategy for each target date fund is designed to become more conservative over time as the target date approaches or passes.

Target Date Investment Program

The Target Date Investment Program includes ten (10) age-based target date funds from the BlackRock LifePath Dynamic Target Date Series. If you do not affirmatively select an investment option(s), the assets in your Individual Account are automatically invested based on your date of birth as follows:

If your date of birth is . . .	Your Individual Account is invested in . . .
On or after 2003	2070 Target Date Fund
Between 1998 and 2002	2065 Target Date Fund
Between 1993 and 1997	2060 Target Date Fund
Between 1988 and 1992	2055 Target Date Fund
Between 1983 and 1987	2050 Target Date Fund
Between 1978 and 1982	2045 Target Date Fund
Between 1973 and 1977	2040 Target Date Fund
Between 1968 and 1972	2035 Target Date Fund
Between 1963 and 1967	2030 Target Date Fund
On or before 1962*	Retirement Fund

** If your date of birth is not on file, your default investment fund (for current and future amounts allocated to your Individual Account) is the Retirement Fund. If you subsequently submit your date of birth, your Individual Account (and future contributions) will be allocated to the appropriate target date fund based on your age.*

- Under the Target Date Investment Program, the asset allocation of your Individual Account automatically changes as you get older so that your exposure to the stock market reduces as you age. Your money does not move between target date funds, but rather the asset allocation of the target date fund in which you are invested adjusts gradually over time to include fewer equities and more fixed income investments. This means that the asset allocation of the target date fund you choose (or are automatically invested in if you have not affirmatively selected any investment option for you Individual Account) will change in the future.

The following chart, which is subject to change at any time, shows the approximate exposure to each asset class for each target date fund as of February 2026:

Asset Class	Asset Allocation of the Target Date Funds									
	2070	2065	2060	2055	2050	2045	2040	2035	2030	Retirement
Equity %	95.5%	95.5%	95.5%	94.5%	90%	81%	70%	58%	45.5%	34%
Fixed Income %	1%	1%	1%	2%	6.5%	15%	25.5%	37%	50%	60%
Real Estate %	3.5%	3.5%	3.5%	3.5%	3.5%	4%	4.5%	5%	5.5%	6%

- Once you participate in the Target Date Investment Program, whether you elected to do so or participate by default, you are free to choose different investments options offered by the Fund.

- The Target Date Investment Program is not ideal for everyone. You should consider your own risk tolerance and retirement needs when deciding which investment option(s) is best for you.
- **Other Investment Options | Affirmative Selection Required.** You may choose any investment option in the Target Date Investment Program, as well as any of the following fifteen (15) additional investment options.

Additional Investment Options	
<u>Domestic & International Equity Options</u>	<u>Style</u>
Vanguard 500 Index Fund Admiral Shares	Large Cap Blend
Alger Capital Appreciation Institutional Fund	Large Cap Growth
Boston Partners Large Cap Value Equity CIT	Large Cap Value
Vanguard Extended Market Index Fund Admiral Shares	SMID Blend
Conestoga SMID Cap Fund Investors Class	SMID Cap Growth
Wedge Small/Mid Cap Value CIT	SMID Cap Value
Earnest Partners International Equity CIT	International (Developed) Large Cap
Vanguard Total Intl Stock Index	Total International Index
Vanguard FTSE All-Wld ex-US SmCP Idx Ins	International (Developed) Small Cap
Artisan Sustainable Emergency Mkts Inst	Emerging Markets
<u>Fixed Income & Real Estate Options</u>	<u>Style</u>
Vanguard Total Bond Market Index Fund	Total Bond Market Index
Baird Intermediate Bond Fund	Intermediate Bond
MacKay Shields High Yield Bond CIT	High Yield Bond
John Hancock Stable Value Fund	Stable Value
Vanguard Real Estate Index Fund Admiral Shares	Real Estate

MAKING INVESTMENT CHOICES | OPERATIONAL EXPENSES

- **Information on the Investment Options.** For information on the investment options offered by the Fund, including information regarding the asset allocation of each option and the investment fees and costs that apply, please call John Hancock's at (833) 388-6466 or log into your John Hancock online account at <https://myplan.johnhancock.com/login>. You may obtain information on the fees and expenses charged for each investment option, copies of prospectuses and financial statements, information concerning the overall assets in each investment option (*e.g.*, the identity of the investment manager(s) of those assets, as applicable), and information concerning the value of each investment option held in your Individual Account. Relatedly, we encourage you to carefully review your quarterly statements and periodic notices about, among other things, the Fund's investment options and your Individual Account. These mailings include important information about the Fund's investment performance, the risk profile of each investment option, fees and expenses, and related information.

- **Making Investment Choices.** Daily, you may select or reselect the investment option(s) in which your Individual Account is invested and, separately, direct or redirect the investment of future contributions made on your behalf. You may allocate the assets in your Individual Account between as many investment options as you want in one percent (1%) increments. Once you have decided how to invest your Individual Account, you may give your investment instructions to the Fund by: (1) calling John Hancock's at (833) 388-6466; (2) logging into the John Hancock Mobile App; or (3) logging into your John Hancock online account at <https://myplan.johnhancock.com/login>. Generally, your investment instructions will be carried out that day if they are given by 3:00 p.m. Eastern Time. However, neither the Fund nor John Hancock can guarantee that a transfer you have requested will be made on a particular day or time. You are not required to make an investment choice unless you would like to affirmatively change the way your Individual Account is invested.
- **Vanguard Short-Term Trading Restriction.** Vanguard maintains a short-term trading restriction that applies to all investors. Under this restriction, if you transfer money into a Vanguard fund, and then move money out of that fund, you will be prevented from moving money back into the same fund for 30 days.
- **Section 404(c) of ERISA.** The Plan has been designed to be a plan described in Section 404(c) of the Employee Retirement Income Security Act, as amended (ERISA), and 29 CFR 2550.404c-1. Because you may choose how your Individual Account is invested, the Board of Trustees is not responsible for any losses that may result from the investment choices you make.
- **Operational Expenses.** The Fund's operating expenses cover a variety of services and activities associated with maintaining the Fund, such as investment, recordkeeping, administrative, legal, and accounting services. Each Individual Account will be charged a flat fee of \$9 per month, inclusive of John Hancock's recordkeeping fee. This charge will be reflected on your quarterly account statement beginning with Q1 2026. This fee is subject to change by the Trustees at any time.

CHECKING YOUR INDIVIDUAL ACCOUNT BALANCE

You may review your Individual Account balance, current investment selection, and rates of investment return by: (1) calling John Hancock's at (833) 388-6466; (2) logging into your John Hancock online account at <https://myplan.johnhancock.com/login>; or (3) logging into the John Hancock Mobile App.

Chapter 4: Distribution of Your Individual Account

PLAN BENEFITS — GENERALLY

In general, you are eligible for benefits from the Fund if, in accordance with Plan rules, you: (1) Retire; (2) become Totally and Permanently Disabled; (3) separate from Covered Employment; (4) experience a Hardship; or (5) reach age 59 ½. Your benefit is equal to the value of your Individual Account, or requested portion thereof, determined as of the date benefits are paid to you. As explained in Chapter 2, the value of your Individual Account includes Employer contributions that have been received on your behalf, your share of the investment gains, losses, and expenses of the investment option(s) you have selected, as well as your portion of the Fund's administrative expenses.

RETIREMENT BENEFIT

You may receive up to 100% of the amount in your Individual Account as a Retirement Benefit when you Retire and meet the age and other specified conditions in the Plan.

- Retire means your complete withdrawal from any employment in the piping industry, that is, employment of the type that is within the collective bargaining jurisdiction of the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, regardless of whether the employment is covered by a Collective Bargaining Agreement. This includes any employment with an Employer that “maintains” or contributes to this Fund on behalf of any of its employees.
- After you Retire, you may receive a Retirement Benefit when:
 - you reach Normal Retirement Age, which means age 65 or, if later, your age upon your fifth anniversary of Plan participation;
 - you reach age 55 and: (1) provide proof you are receiving a pension from the NASI Pension Plan or another pension made available to you under a Collective Bargaining Agreement; or (2) if you are not vested in the NASI Pension Plan or another pension plan covering you under such an agreement, you provide proof that you are receiving Social Security Retirement Benefits; or
 - you reach age 55, provided that: (1) you are not entitled to a pension from another pension plan; and (2) your Employer was a Sprinkler Local Union or Sprinkler Local Union benefit fund, in which case you and your Employer must certify in writing that you have Retired.

If you apply for and receive less than 100% of the amount in your Individual Account, you may subsequently apply for an additional Retirement Benefit. Your eligibility for an additional Retirement Benefit will be evaluated each time you apply for an additional Retirement Benefit.

SEPARATION BENEFIT

You may receive up to 100% of the amount in your Individual Account as a Separation Benefit when you have “separated” from Covered Employment and meet other specified conditions in the Plan.

The Plan's rules for whether you have “separated” from Covered Employment are different for the portion of your Individual Account based on employment on and before December 31, 1995, and the portion of your Individual Account based on employment on and after January 1, 1996.

- **General Eligibility Rules for Separation Benefits.**

- *Eligibility Rule for Benefits Based on Post-1996 Employment.* For the portion of your Individual Account based on your employment on and after January 1, 1996, you have “separated” from Covered Employment when you have not worked in employment covered by the Plan or performed any direct or indirect services for any employer in the piping industry (regardless of whether you are paid for those services) and have not been self-employed in the piping industry, for a period of **12 consecutive months**.
- *Eligibility Rule for Benefits Based on Pre-1996 Employment.* For the portion of your Individual Account based on your employment on and before December 31, 1995, you have “separated” from Covered Employment on the earlier of:
 - The end of the second calendar year following the calendar year in which you last work in employment covered by the Plan or in which you last work for an Employer maintaining the Plan (even if the Employer does not contribute to the Fund on your behalf); or
 - The end of a period of 12 consecutive months during which you have not worked in employment covered by the Plan or performed any direct or indirect services for any employer in the piping industry (regardless of whether you are paid for those services) and have not been self-employed in the piping industry.
- *Eligibility Rule for Small Accounts.* Notwithstanding the foregoing, if your Individual Account has an amount less than \$2,500, you are eligible to receive a Separation Benefit if you are not working for an Employer maintaining the Plan and you have not worked in employment covered by the Plan for the most recent 6 consecutive months.

- **You Are Ineligible for Payment if You’re in Prohibited Employment at Time of Application or Payment.**

- No Separation Benefit is payable with respect to the portion of your Individual Account based on your employment on and after January 1, 1996, if at the time of application or payment you are: (1) employed in Covered Employment; or (2) performing any direct or indirect services for any employer in the piping industry (regardless of whether you are paid for those services).
- No Separation Benefit is payable with respect to the portion of your Individual Account based on your employment on and before December 31, 1995, if at the time of application or payment you are employed in: (1) Covered Employment; (2) any employment with an Employer maintaining the Plan; or (3) self-employment in the piping industry.

- **Additional Separation Benefits | 12-Month Waiting Period.**

If you apply for and receive any portion of your Individual Account as a Separation Benefit, you must wait at least 12 months before you may receive an additional Separation Benefit. Your eligibility for an additional Separation Benefit will be evaluated each time you apply for an additional Separation Benefit.

DISABILITY BENEFIT

Your Individual Account is payable as a Disability Benefit at any age if you are Totally and Permanently Disabled. You are Totally and Permanently Disabled if, as a result of an injury, disease, or mental disorder, you are completely unable to engage in Covered Employment and it is reasonably certain that your condition will continue for your remaining lifetime.

To receive a Disability Benefit, you must apply for it and provide proof of your disability. The evidence of your disability that you may submit includes proof of your entitlement to Social Security Disability Benefits

or medical reports sufficiently detailed for the Trustees to determine whether you are Totally and Permanently Disabled. In addition, the Trustees may require you to be examined by a physician selected by the Trustees.

Finally, you must have separated from all employment with any Employer that contributes to this Fund on behalf of any of its employees.

AGE 59 ½ DISTRIBUTIONS (ONE SINGLE SUM DISTRIBUTION PER LIFETIME, REGARDLESS OF AMOUNT)

Up to 30% of your Individual Account, valued as of the Effective Date of benefits, is payable to you as a one-time, single lump sum if you are at least age 59 ½ at the time of your application.

An age 59 ½ distribution is an eligible rollover distribution that is subject to mandatory 20% federal income tax withholding. However, you should not incur the 10% federal income tax penalty that applies to early withdrawals. If you have questions regarding the tax consequences of this distribution feature, you should consult your tax advisor before you apply for the distribution.

We emphasize that you are limited to one single age 59 ½ distribution during your lifetime, regardless of its amount. Therefore, if you have already received an age 59 ½ distribution, you will not be eligible to receive another age 59 ½ distribution.

HARDSHIP DISTRIBUTIONS

The Plan permits distributions, with the consent of your spouse, if applicable, if you experience a Hardship. Under the Plan, a Hardship is defined as an immediate and heavy financial need for which you lack other available resources. A distribution will be deemed to be on account of an immediate and heavy financial need only if the distribution is for one of the following:

- **Eviction or Foreclosure.** To prevent eviction from your principal residence or the foreclosure of the mortgage on your principal residence.
- **Qualifying Home Repairs.**
 - Expenses for the repair of damage to your home that qualify for a casualty deduction on your federal tax return under Internal Revenue Code Section 165 (determined without regard to Section 165(h) and whether the loss exceeds 10% of your adjusted gross income).
 - Expenses to repair damage to your home where: (1) a licensed or certified home inspector represents in writing that your principal residence is uninhabitable as a result of such damage; (2) the expenses are limited to restoring your home to habitability (*i.e.* to restore the premises to a condition which permits you to reside free of serious threats to health and safety); and (3) you have participated in the Plan for 5 or more years.
 - Expenses for the repair of damage to your home where a structural engineer or licensed home inspector represents, in writing, that: (1) your home is experiencing structural failure to the degree that, in the expert opinion of the engineer or inspector, without corrective action, it is likely to become uninhabitable in the near future, and (2) the expenses do not exceed the amount required to make the necessary correction; and (3) you have participated in the Plan for 5 or more years.
- **FEMA-Declared Disasters.** Expenses and losses (including loss of income) you incur on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

- **Funeral and Burial Expenses.** Burial and funeral expenses for your deceased parent, spouse, child, or dependent (as defined in Internal Revenue Code Section 152 without regard to Section 152(d)(1)(B)).

To receive a Hardship distribution, you must provide a written statement: (1) specifying the nature of the immediate and heavy financial need; and (2) representing that you have insufficient cash or other liquid assets reasonably available to you to meet the financial need. The Fund may rely on your representations concerning the need and amount of the Hardship unless the Fund has actual knowledge to the contrary.

You must also provide sufficient documentation, as determined solely by the Fund, of your Hardship. For example, in support of your application for a Hardship distribution for funeral and burial expenses, you must provide: (a) name of the deceased and date of death; (b) copy of the death certificate; (c) documentation identifying your relationship to the deceased; and (d) actual invoices or other documentation from the funeral home, mortuary, crematorium, cemetery, monument company, burial company, and/or religious establishment (church, synagogue, chapel or other place of worship) showing the (i) name and address of the service provider, (ii) name of the deceased, (iii) list of expenses, and (iv) the balance due.

The amount of your Hardship distribution cannot exceed the amount needed to meet the Hardship (including any amounts necessary to pay federal, state, or local income taxes or tax penalties associated with the distribution). Additionally, the amount of the distribution cannot exceed the portion of your Individual Account based on your employment on and after January 1, 1999.

Finally, Hardship distributions are taxable under the Internal Revenue Code and, with limited exception, an additional 10% federal tax penalty will apply to distributions made to anyone under the age of 59 ½. You should seek professional tax advice for assistance before benefits are paid from your Individual Account.

DISTRIBUTIONS TO PARTICIPANTS RETURNING FROM MILITARY SERVICE

A Participant (with the consent of their spouse, if applicable) who returns to Covered Employment within 180 days of leaving active military service in the Armed Forces of the United States may apply for a distribution within one year of leaving active military service. The amount available for distribution is limited as follows:

- Individuals whose first contribution to the SIS Pension Fund was 5 or more years before the date of their application may apply for no more than the portion of their Individual Account attributable to contributions for work performed on and after January 1, 1999.
- Individuals whose first contribution to the SIS Pension Fund was less than 5 years before the date of their application may apply for no more than the portion of their Individual Account attributable to contributions made more than 24 months before the date of the application.
- The amount available for distribution can be no more than the greater of 50% of the Participant's Individual Account (calculated taking into account amounts not available for distribution under this rule) or \$20,000.

Chapter 5: Forms of Payment

HOW BENEFITS ARE PAID — GENERALLY

- **Individual Account Less than \$5,000.** If your Individual Account is less than \$5,000, your benefit will be paid as a single lump sum.
- **Individual Account Equal to or More than \$5,000.** If your Individual Account is \$5,000 or more, the Fund must pay your benefit in the default form of payment that applies to you based on your marital status, unless you (and your spouse, if applicable) elect otherwise.
- **Hardship Distributions and Age 59 ½ Distributions Are Paid in a Single Lump Sum.** Hardship distributions and age 59 ½ distributions are payable only in a single lump sum. If you (and your spouse, if applicable) do not consent to this benefit as a single lump sum payment, the benefit cannot be paid.

DEFAULT FORMS OF PAYMENT

The following descriptions apply to distributions that are not limited to single lump sum payments.

- **50% Joint and Survivor Pension.** If you are married and your Individual Account is at least \$5,000, your benefit will be paid automatically as a 50% Joint and Survivor Pension unless you waive this method of payment and choose another method of payment with your spouse's consent. Your spouse is the person to whom you are married under applicable law on the Effective Date of your benefit. Your spouse's consent must be notarized or witnessed by a Plan official.

The 50% Joint and Survivor Pension provides a monthly payment to you for your lifetime, and, if you die before your spouse, 50% of your monthly payment will continue to your spouse for his or her lifetime. The amount of your monthly payment, and the monthly payment to your surviving spouse, is based on the amount in your Individual Account and your expected lifetimes.

If your spouse dies before you die but after the 50% Joint and Survivor Pension becomes payable to you, your monthly payment will not be increased, and no one can be substituted as your Beneficiary for your spouse. In other words, if your spouse dies after you have begun receiving benefit payments in the form of a 50% Joint and Survivor Pension, your monthly benefit will not change as a result of his or her death, and benefit payments will cease upon your death. In addition, if you and your spouse are divorced after the 50% Joint and Survivor Pension becomes payable, your former spouse will continue to be entitled to receive the survivor benefit if you predecease your former spouse unless the terms of a Qualified Domestic Relations Order provide otherwise.

- **Single Life Pension.** If you are not married and your Individual Account is at least \$5,000, your benefit will be paid automatically as a Single Life Pension unless you waive this method of payment and choose another method of payment. A Single Life Pension provides a monthly payment to you for your lifetime only. The amount of your monthly payment is based on the amount in your Individual Account and your expected lifetime. If you die after your Single Life Pension becomes effective, no further payments will be made to your Beneficiary.

The 50% Joint and Survivor Pension and the Single Life Pension (which are both types of annuities) are purchased by the Fund from an insurance carrier to provide monthly lifetime payments to you or to you and your spouse, depending on the benefit form. Fees and costs directly related to the purchase of either of these annuities will be deducted from your Individual Account, and the balance that remains will

determine the monthly payments you will receive. Generally, once the automatic payment form becomes effective, it cannot be revoked.

- **Waiving the Automatic Benefit Payment Form.** You may waive the default benefit payment form—Single Life Pension, if you are single, or the 50% Joint and Survivor Pension, if you are married—and elect to receive your benefits in another form of payment offered by the Plan. If you are married, your spouse must consent in writing to the waiver of the automatic benefit form. The person to whom you are married on the Effective Date is the person who must consent to a waiver of the 50% Joint and Survivor Pension. The spouse’s written consent must acknowledge the effect of the election and must be witnessed by a Notary Public or Plan official.
- **Important Considerations.** You should pay careful attention to the instructions for completing the application and the instructions for waiving the automatic forms of payment. You should also pay careful attention to the dates by which your application and/or supporting documents or waiver forms must be submitted to the Fund Office. Finally, you should carefully review the comparative value information about the optional payment forms available before you make your decision. If you have any questions, please contact the Fund Office.

OTHER FORMS OF PAYMENT

If you (and your spouse, if applicable) waive the applicable automatic payment form—*i.e.*, Single Life Pension or 50% Joint and Survivor Pension—there are a variety of other forms of payment for your benefit. You may choose to receive your distribution in one of the following ways: (1) a **single lump sum payment**; (2) monthly, quarterly, semiannual, or annual **installment payments** (the payment period must be no less than 2 years and no more than 10 years); (3) a **combination of a single lump sum and installment payments**; or (4) in **another form of lifetime pension** (also called an “annuity” option).

- **Installment Option.** If you choose to receive your Individual Account in installment payments, you may elect to receive either monthly, quarterly, semiannual, or annual installments over a payment period that you choose. However, the payment period may not be less than 2 years and may not be more than 10 years. Each installment payment will be based on the amount in your Individual Account at the time the installment is to be paid to you divided by the number of installments remaining. This means that each payment may not be the same amount of money. For example, if you choose annual installments over a five-year period, the payments will result in the following:

<u>Payment Number</u>	<u>Payment Amount</u>
1 st Installment Payment	1/5 of the Individual Account
2 nd Installment Payment	1/4 of the remaining Individual Account
3 rd Installment Payment	1/3 of the remaining Individual Account
4 th Installment Payment	1/2 of the remaining Individual Account
5 th and Final Installment Payment	Remainder in the Individual Account

Once you have begun to receive all or a part of your account in installment payments, you may, with your spouse’s consent if you are married, elect to receive the balance of your Individual Account in a single lump sum.

- **Annuity Option.** In addition to the Single Life Pension and 50% Joint and Survivor Pension discussed above (which are both types of annuities), the Plan makes available annuities with different features. You or any Beneficiary who is entitled to a benefit payment from the Fund may elect to purchase an annuity from an insurance company. If you elect to receive your benefit as an annuity, the Fund uses your Individual Account to purchase the annuity from an insurance carrier that guarantees monthly

payments for the life or lives covered. The amount of the monthly benefit payment is based on the amount of your Individual Account used to purchase the annuity, the expected lifetime of the person(s) covered by the annuity, and the choices made for payments to continue after that person's death.

○ *Example Annuity Features.*

- You may purchase an annuity with only a portion of your Individual Account and receive the remainder of your Individual Account in a different form of payment.
- When purchasing an annuity, you may choose to add a guarantee which provides that the total payments will equal a specified amount or provides that payments will continue for a specified length of time. If you die before you receive monthly payments that equal the amount or number of payments guaranteed, the balance or remaining monthly payments, as applicable, are paid to your Beneficiary.
- You may elect a life annuity for two people, either you and your spouse, or you and a Beneficiary other than your spouse, so that monthly payments continue as long as either of you are alive. You can arrange the terms of the annuity to provide that, if your Beneficiary outlives you, payments continue to the Beneficiary in the same amount as the payments during your lifetime or some percentage of that amount.
- Other options may exist. The Fund Office can arrange for a life insurance company to provide estimates based on any options that are of interest to you. Of course, monthly benefit amounts change depending on the options chosen and the prevailing interest rates at the time you purchase your annuity. Finally, if you would like to purchase an annuity, you are under no obligation to do so through the Fund. Instead, you may purchase an annuity with your Individual Account on your own from an insurance company of your choosing.

Chapter 6: Death Benefits

DEATH BENEFITS — GENERALLY

- **If You're Married.** If you die before you begin to receive your benefits from the Fund and are married on the date of your death, one-half of your Individual Account will be used to provide a Pre-retirement Surviving Spouse Benefit to your surviving spouse, and the remaining half will be paid to your Beneficiary or Beneficiaries as a Pre-retirement Death Benefit.
- **If You're Single.** If you die before you begin to receive your benefits from the Fund and are not married, your entire Individual Account will be paid to your Beneficiary or Beneficiaries in a single lump sum. Your Beneficiary may also use the Individual Account to purchase a monthly annuity.

PRE-RETIREMENT SURVIVING SPOUSE BENEFIT

The Pre-retirement Surviving Spouse Benefit provides a monthly pension to your surviving spouse for his or her lifetime. Your surviving spouse may instead elect to receive the Pre-retirement Surviving Spouse Benefit in a single lump sum. If one-half of your Individual Account is less than \$5,000, the Pre-retirement Surviving Spouse Benefit must be paid to your surviving spouse in a single lump sum.

If your spouse is your designated Beneficiary for your entire Individual Account, your spouse may likewise elect to receive either a monthly pension for his or her lifetime which is based on the entire Individual Account, or your spouse may elect to receive the entire Individual Account in a single lump sum. Your spouse will be required to elect his or her method of payment in writing, which must be witnessed by a Notary Public or Plan official.

The Pre-retirement Surviving Spouse Benefit is payable to your surviving spouse at any time after your death. Before the Fund Office can pay the benefit, your surviving spouse must submit an application that includes all information required to process the claim. Your surviving spouse may not postpone the start of benefit payments beyond when you would have reached your Required Beginning Date.

DEATH AFTER RETIREMENT

If you die after your Individual Account has been used to purchase an annuity contract from an insurance company, any payments to a Beneficiary are determined by the type of annuity you have chosen.

BENEFICIARY DESIGNATIONS

- **Designating a Beneficiary.** You may designate someone, a “Beneficiary,” including your spouse, to receive your Individual Account in the event of your death. You may change your Beneficiary designation at any time by filling out a new Beneficiary designation form. Beneficiary designation forms are available from the Fund Office. A change of Beneficiary is effective only when a properly completed Fund-provided Beneficiary designation form is received by the Fund Office.
- **Special Rules if You're Married.** As previously indicated, if you are married, your spouse is entitled to one-half of your Individual Account as a Pre-retirement Surviving Spouse Benefit. Your spouse may reject this benefit in favor of a single lump sum by submitting a notarized written rejection to the Fund Office. You may also designate your spouse to be your Beneficiary for the Pre-retirement Death Benefit; your spouse will then receive 100% of your Individual Account. You may also designate any other person to receive the other one-half of your Individual Account instead of your spouse.

- **Impact of Divorce.** In general, the Plan will pay pre-retirement death benefits based on the most recent Beneficiary designation received by the Fund Office prior to your death. However, the naming of an individual as designated Beneficiary who is or later becomes your spouse will be automatically revoked and invalidated upon your divorce, dissolution of marriage, annulment, or the completion of any other proceeding pursuant to which that person is no longer your spouse. You may rename your former spouse as designated Beneficiary by submitting a new Beneficiary designation form to the Fund Office.
- **Multiple Beneficiaries.** If there is more than one Beneficiary of your death benefit, your Beneficiaries may apply at different times, and the applications are processed in the order received. Therefore, payments may be made to different Beneficiaries at different times using different valuation dates. Ordinarily this will make little difference, but in a changing market it may mean that different Beneficiaries who apply at different times could receive different amounts from the Fund even if they are entitled to identical percentages of your Individual Account.
- **Minor Beneficiary.** If benefits are payable to a minor child, the Fund may pay the benefits due to the child to the person having present custody or care of the minor and with whom the minor resides. The person receiving benefits on behalf of the minor must agree in writing to apply the benefits to the minor by depositing the payments in a federally insured savings account in the sole name of the minor and by giving written notice of such deposit to the minor.
- **No Beneficiary Designation.** If you have not designated a Beneficiary for death benefits from this Fund, or your Beneficiary is not living at the time of your death, or if your Beneficiary dies prior to receiving the full or remaining amount of your Individual Account, any death benefit will be paid to the first person(s) in the following order who is living at the time of your death:
 - Your surviving spouse, or if none, then to
 - Your surviving children, or if none, then to
 - Your natural parents, or if none, then to
 - The personal representative of your estate.

If two or more persons become entitled to a death benefit, the benefit will be divided equally among them.

- **Disclaimer of Benefits.** Your Beneficiary may reject benefits otherwise payable to them by providing a written disclaimer. Such a disclaimer must:
 - be an irrevocable and unqualified written refusal by the individual who would otherwise receive Plan benefits as a Beneficiary not to accept such benefits;
 - be received in the Fund Office no later than the date that is 9 months after the date of death of the Participant or Beneficiary by reason of which the disclaiming individual would be entitled to Plan benefits; and
 - satisfy the requirements of applicable state law, which must be evidenced by an opinion of an attorney for the disclaiming individual submitted with the disclaimer.

Additionally, the disclaiming individual cannot have accepted any portion of the Plan benefits being disclaimed. As a result of the disclaimer, the Plan benefits will be paid in accordance with the Plan document and without any direction on the part of the individual making the disclaimer.

Chapter 7: Applying for Benefits

APPLYING FOR BENEFITS

In general, the payment of benefits under the Plan is not automatic. You must apply for benefits on the application form provided by the Trustees. An application form may be obtained from the Fund Office.

Benefits will be paid effective on the date you indicate on your application if all evidence required for the payment of your benefit (including a complete application) has been received by the Fund Office. The Effective Date of Benefits is this date designated by you or established after all information required for payment of benefits has been received by the Fund.

The Effective Date of your benefits cannot be more than 180 days or less than 30 days after you are provided with an explanation and comparison of the different methods for payment of your benefit under the Plan. You, and your spouse, if applicable, can waive the 30-day waiting period in writing and receive your benefits earlier.

Finally, you may not postpone your Effective Date of benefits beyond your **Required Beginning Date**. Your Required Beginning Date is the April 1st following the calendar year in which you reach age 73. The Fund Office will make payments to an individual who fails to file an application by that time in accordance with the provisions of the Plan.

INITIAL DECISION ON YOUR APPLICATION

- **Timing of Decision**

- *In General.* After you file an application or “claim” for benefits, the Fund Office will generally notify you of its decision within 90 days after it receives the claim. However, if the Fund Office determines that special circumstances require an extension of time for processing the claim, the Fund Office will notify you, in writing and before the end of the initial 90-day period, that it will need additional time to decide the claim. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Fund Office expects to decide your claim. Such date will not exceed 90 days from the end of the initial 90-day period.
- *Special Rules for Disability Benefit Claims.* If your application for a Disability Benefit is denied in whole or in part, the Fund Office will provide you with a written notice of such denial within a reasonable period of time, but not later than 45 days after the Fund Office receives your application, unless circumstances beyond the control of the Fund require an extension of time to process your application. In such circumstances, the initial 45-day period may be extended for up to two additional 30-day periods if the Fund Office notifies you of the extensions prior to the expirations of the initial 45 days and the first 30-day extension period, respectively. Any notice of extension will indicate the circumstances requiring an extension, the date by which a decision is expected to be reached, the standards upon which entitlement to a benefit is based, the unresolved issues that require an extension, and additional information needed to resolve those issues.
- *Incomplete Claims.* If an extension is needed because your claim is incomplete, the extension notice will specify the information needed. You will then have 45 days to provide the Fund Office with additional information or to otherwise complete your claim.

- **Content of Initial Decision Notice**

- *In General.* If your claim is denied, a benefit denial notice will set forth the specific reasons for the denial, refer to the specific provisions of the Plan upon which the denial is based, describe any additional material or information that might help your claim and explain why that information is necessary. In addition, the notice will describe the Plan’s review procedures and applicable time limits, including a right to bring a civil action under section 502(a) of ERISA.
- *Additional Rules for Disability Benefit Claims.* In the case of a denied claim for a Disability Benefit, your benefit denial notice will also, to the extent applicable, include an explanation of the basis for disagreeing with or not following: (1) the views you presented to the Fund of health care professionals treating you and vocational professionals who evaluated you; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Fund in connection with your adverse benefit determination; and (3) a disability determination made by the Social Security Administration regarding you. The notification will also include: (1) either the specific rules, guidelines, protocols, standards, or other similar criteria of the Fund relied upon in making the adverse benefit determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Fund do not exist; and (2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. Such notification shall be provided in a culturally and linguistically appropriate manner.

APPEAL PROCEDURES

- **In General**

- *Rules for All Claims.* If your claim is denied (*i.e.*, if you receive an adverse benefit determination), or if you disagree with a policy, determination, or action of the Fund, you may submit a written appeal to the Board of Trustees, requesting that the Board of Trustees review your benefit denial or the Plan policy, determination, or action with which you disagree. Your written appeal must be submitted within 180 days of receiving the notice of denial of benefits. Your appeal should be sent to:

Board of Trustees of the Sprinkler Industry Supplemental Pension Fund
8000 Corporate Drive
Landover, Maryland 20785

Your written appeal should state the reasons for your appeal. This does not mean that you are required to cite all the Plan provisions that apply or to make “legal” arguments; however, you should state clearly why you believe you are entitled to the benefit you claim, or why you disagree with a Plan policy, determination, or action. The Trustees can best consider your position if they clearly understand your claims, reasons and/or objections.

You should include with your appeal any documents that support your claim. The review of your claim will consider all comments and documents that support your position, even if the Fund did not have this information in making the initial determination. Upon receipt of an adverse benefit determination, you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, relevant information regarding the claim determination.

You may designate a representative to act on your behalf in filing an appeal of a denial relating to your application or other adverse benefit determination. If the Fund Office or Trustees are uncertain whether you have designated a representative, they may request that you put such designation in writing and may decline to communicate with a third party claiming to be your

representative until such written designation is received.

- *Additional Rules for Disability Benefit Claims.* The review of a Disability Benefit application will be conducted by an individual who is neither the individual who decided the initial application nor the subordinate of such individual. The decision on appeal shall give no deference to the initial denial or adverse determination. In the case of a Disability Benefit determination based in whole or in part on a medical judgment, a health care professional who has appropriate training and expertise in the field of medicine, and who was not consulted in connection with the initial application, will be consulted. Such professional shall not be a subordinate of any professional consulted in connection with the initial denial. You have the right to learn the identity of any health care professional contacted in connection with your claim.

In the case of a Disability Benefit application, the Fund will, before issuing an adverse benefit determination on appeal, provide you, free of charge, with any new or additional evidence or rationale considered, relied upon, or generated by the Fund or other person making the benefit determination (or at the direction of the Fund or such other person) in connection with your claim. You will be provided with such evidence as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to you to give you a reasonable opportunity to respond prior to that date.

- **Decision on Appeal**

- *In General.* The Board of Trustees or designated committee of the Board of Trustees will review your appeal. The Trustees will provide you with a written notice of its decision within 60 days after the Fund Office receives your appeal, unless special circumstances require an extension of time. If the Trustees need more than 60 days to decide your appeal, you will be notified in writing before the first 60-day period is up. Such notice will describe the special circumstances requiring the extension and set forth the date the Trustees will decide your appeal. Such date will not exceed 60 days from the end of the initial 60-day period.
- *Additional Rules for Disability Benefit Claims.* In the case of an appeal for a Disability Benefit, the Board of Trustees or designated committee of the Board of Trustees will provide you with a written notice of its decision within 45 days after the Fund Office receives your appeal, unless special circumstances require an extension of time. If the Trustees need more than 45 days to decide your appeal, you will be notified in writing before the first 45-day period is up. Such notice will describe the special circumstances requiring the extension and set forth the date the Trustees will decide your appeal. Such date will not exceed 45 days from the end of the initial 45-day period.

- **Content of Appeal Denial Notice**

- *In General.* If your appeal is denied, a written denial notice will set forth the specific reasons for the decision, the specific Plan provisions upon which the decision was based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, information relevant to your claim for benefits, and a statement of your right to bring a civil action under section 502(a) of ERISA.
- *Additional Rules for Disability Benefit Claims.* In the case of an appeal for a Disability Pension, your appeal denial notice will also, to the extent applicable, include an explanation of the basis for disagreeing with or not following: (1) the views you presented to the Trustees of health care professionals treating you and vocational professionals who evaluated you; (2) the views of medical or vocational experts whose advice was obtained on behalf of the Fund in connection with your adverse benefit determination; and (3) a disability determination made by the Social

Security Administration regarding you. The notification will also include: (1) either the specific rules, guidelines, protocols, standards or other similar criteria of the Fund relied upon in making the adverse benefit determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Fund do not exist; and (2) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. Such notification shall be provided in a culturally and linguistically appropriate manner.

- **Right to Voluntarily Renew Your Appeal**

You may voluntarily renew your appeal if you have any additional information or arguments to present. A renewed appeal must be submitted in writing, and the rules and limits stated above apply. A renewed appeal will not affect your right to any other benefits under the Plan. The Fund will not assert a failure to exhaust administrative remedies if you choose to pursue a claim in court rather than renewing your appeal. In connection with an appeal or a renewed appeal, you may review pertinent documents in the Fund Office after making appropriate arrangements, or you may request that documents be provided to you. Such information will be provided free of charge.

- **Authority of the Trustees**

The Board of Trustees has the exclusive and complete discretionary authority to interpret the Plan document and to determine all questions arising in the application and construction of the Plan document. The Board of Trustees has the exclusive, full, and complete discretionary authority to make factual determinations; establish policies with respect to the status of Plan Participants; establish the standard of proof required in any case; and determine the amount of and eligibility for any benefit under the Plan. Decisions of the Board of Trustees are final and binding on all parties, including but not limited to all Participants and any other person dealing with the Fund.

- **Requirement to Exhaust Your Rights Under These Procedures**

You may not commence a judicial proceeding against anyone, including but not limited to the Fund, a Plan fiduciary, the Board of Trustees, any individual Trustee, the Fund's administrative office, or any other person or entity, with respect to a claim for any benefits without first exhausting the claims and appeals procedures set forth herein. Once you have exhausted those procedures, if you are dissatisfied with the ultimate outcome, you may bring an action under Section 502 of ERISA to review the Plan's decision in an appropriate court. Such action must be commenced no later than the earlier of: (1) the applicable statute of limitations, or (2) the second anniversary of the decision on appeal. If you decide to seek judicial review, the Trustees' decision will be subject to limited judicial review to determine only whether the decision was arbitrary and capricious.

- **Consistent Application of the Plan and Extensions of Applicable Time Limits**

All benefit applications and determinations on appeal will be made in accordance with the Plan document, policies, and rules and will apply the Plan provisions consistently, to the extent reasonable, with respect to similarly situated claimants. Throughout the procedures set forth above, there are several time limits within which a claimant must file an application or appeal and within which the Fund or Trustees must issue a decision on such application or appeal. The Trustees may agree to extend the time limits within which you must file, and you may agree to extend any time limit within which the Trustees must issue a decision. The agreement to extend a time limit must be knowing, explicit, and confirmed in writing before the period in question expires.

Chapter 8: Frequently Asked Questions About the Plan

1. If I Owe Money, Can I Sign Over My Individual Account Balance?

No. The law requires the Plan to include a provision prohibiting the assignment of your benefit to another person. This is for your protection. However, if the Trustees receive a domestic relations order that the Fund determines is a Qualified Domestic Relations Order requiring that some or all of your benefit be paid to an Alternate Payee (your spouse, former spouse or your child), that order will be honored to the extent required by law.

2. What Rights to My Benefit Can My Spouse, Ex-Spouse or Dependents Have?

If you become separated or divorced, your spouse, ex-spouse, child or other dependent may be entitled to receive some or all of your benefits under the Plan to the extent awarded in a court decree that meets the legal requirements for a Qualified Domestic Relations Order. Upon request, the Fund Office will provide the Fund's Procedures and Requirements for Qualified Domestic Relations Orders without charge.

3. If a Qualified Domestic Relations Order Has Been Signed and Approved by the Fund, can my Former Spouse (or other Alternate Payee) and I Change the Order?

Yes, if no benefits to your former spouse (or other Alternate Payee) have been paid. The court must issue, and you must submit to the Fund, another court order that tells the Fund that the first order has been revoked. The new order must adequately identify you and your former spouse (or other Alternate Payee) and the Plan. The new order must completely revoke the benefits previously awarded to the Alternate Payee by the first order. The new order will have only prospective effect and must be submitted to the Fund Office to be approved before it will be effective.

4. Are My Individual Account Plan Benefits Affected by Receipt of Social Security or Other Benefits?

No. Your benefits from the Fund are in addition to any Social Security or other retirement benefits and are not affected by them.

5. Are My Individual Account Plan Benefits Affected by Receipt of Benefits from the NASI Pension Plan or any other Pension Plan?

No. Your benefits from the Fund are in addition to any other retirement benefits and are not affected by them.

6. Do I Have to Pay Tax on the Money Earned in My Individual Account?

The money in your Individual Account is not considered taxable income to you until you actually receive it. Therefore, while the money remains in the Fund, no taxes are paid either on the contributions made on your behalf or on the earnings on those contributions. When you receive the money in your Individual Account as benefits, however, it must be reported as taxable income. The law requires the Fund to withhold, for federal income tax purposes, 20% of the benefits paid to you in a lump sum or in installment payments for a period of less than 10 years unless these benefits are paid directly to the trustee of your Individual Retirement Account (IRA) or another eligible retirement plan in which you participate. If benefits are paid directly from the Fund to an IRA or another eligible plan that accepts such distributions, the distribution is referred to as a direct rollover. The benefits that are subject to the mandatory 20% income tax withholding are called eligible rollover

distributions—except that those distributions that are rolled over directly to an IRA or other eligible plan are not subject to such withholding.

Not all benefit payments are eligible rollover distributions. An eligible rollover distribution does not include benefits paid as a Single Life Pension or benefits paid as a 50% Joint and Survivor Pension. Hardship distributions are not eligible rollover distributions. In general, an eligible rollover distribution does not include benefits paid because you have reached your Required Beginning Date unless you continue to work, and you do not own 5% or more of an Employer. The Plan is not required to withhold 20% for income taxes from a benefit that is not an eligible rollover distribution.

A Participant's surviving spouse or former spouse who is an Alternate Payee under a Qualified Domestic Relations Order may also roll over his or her Fund distribution. Non-spouse beneficiaries may also elect to rollover distributions from this Fund in direct trustee-to-trustee transfers to an IRA or other plan that accepts such rollovers.

If you are under the age 59 ½ and do not roll over your distribution, you may owe an additional 10% in federal income tax unless you terminated employment at or after age 55, you are totally and permanently disabled (within the meaning of the Internal Revenue Code), or other limited exceptions apply. The Fund will not deduct this amount; it will be your responsibility to pay.

We encourage you to seek professional tax advice for assistance before benefits are paid from your Individual Account.

Chapter 9: Additional Important Plan Information

PLAN IDENTIFICATION AND PLAN YEAR

The official name of the Plan is the Sprinkler Industry Supplemental Pension Fund. The Plan is a defined contribution profit-sharing plan. It does not have termination insurance under the Pension Benefit Guaranty Corporation. The Plan's Employer Identification Number is 14-1595069. The Plan Number is 001. The Fund's fiscal year (Plan Year) is the 12-month period from January 1st through December 31st.

PLAN SPONSOR AND ADMINISTRATOR

The Fund is governed by a Board of Trustees. The Board of Trustees consists of Union and Employer representatives who are appointed in accordance with the Fund's Trust Agreement. The Board of Trustees is the Plan Sponsor, the legal Plan Administrator, and the Named Fiduciary of the Plan under ERISA. The Board of Trustees maintains an administrative office to carry out its instructions and conduct the day-to-operations of the Fund. To contact the Fund's administrative office (referred to in this booklet as the Fund Office), write or call:

Sprinkler Industry Supplemental Pension Fund
8000 Corporate Drive
Landover, Maryland 20785
(301) 577-1700 | (800) 638-2603

Executive Director Angela Curseen has been designated as the agent for the service of legal process. In addition, legal process may be served on any Fund Trustee.

CONTRIBUTION SOURCE, COLLECTIVE BARGAINING AGREEMENTS, FUNDING MEDIUM

Contribution Source. Contributions to the Fund are made by Employers in accordance with their Collective Bargaining Agreement(s) with one or more Sprinkler Local Union. Local Unions contribute for their employees in accordance with a Participation Agreement between the Local Union and the Fund. Employers contribute for any non-collectively bargained employees in accordance with Participation Agreements between those Employers and the Fund. Employee contributions are not permitted.

Collective Bargaining Agreements. The Fund was established through collective bargaining. A copy of your Collective Bargaining Agreement may be obtained from the Fund Office upon written request. A charge may be made to cover the cost of providing the requested document. The Fund Office will also provide you, upon written request, information as to whether a particular employer is contributing to this Fund on behalf of employees working under a Collective Bargaining Agreement.

Funding Medium. Benefits are provided from the Fund's assets, which are accumulated under the provisions of Collective Bargaining Agreements and the Trust Agreement. Fund assets are held in trust for the sole purpose of providing benefits to Participants and paying the Fund's administrative expenses.

PLAN DOCUMENTS

A copy of Plan documents may be obtained from the Fund Office upon written request. Also, you may examine Plan documents during normal business hours at the Fund Office or, within ten days of a written request to the Fund Office, at the office of your Local Union, or at work sites where fifty or more Participants customarily work. Many Plan documents are available on the Fund's website at www.nasifund.org.

AMENDMENT AND TERMINATION PROVISIONS

Amendment. The Board of Trustees has full authority to amend or modify the Plan and any of its provisions, in whole or in part, at any time in its sole and absolute discretion.

Termination. The Trustees intend to continue the Plan described in this booklet indefinitely. Nevertheless, they reserve the right to terminate the Plan. The Plan may be terminated by a document in writing adopted by a majority of the Trustees. The Plan may be terminated if, in the opinion of the Trustees, the Fund is not adequate to carry out the intent and purpose of the Fund as stated in the Trust Agreement, or is not adequate to meet the payments due or that may become due under the Plan. The Plan may also be terminated if there are no longer any Collective Bargaining Agreements requiring contributions to the Fund. The Trustees have complete discretion to determine when and if the Plan should be terminated. If the Plan is terminated, the Trustees will: (a) pay Fund expenses incurred up to the date of termination as well as the expenses in connection with the termination; (b) arrange for a final audit of the Fund; (c) give any notice and prepare and file any reports that may be required by law; and (d) apply the assets of the Fund in accordance with the Plan document (including amendments adopted as part of the termination) until the assets of the Fund are distributed.

No part of the assets or income of the Fund will be used for purposes other than for the exclusive benefit of the Participants and Beneficiaries or the administrative expenses of the Fund. Under no circumstances will any portion of the Fund revert or inure to the benefit of any contributing Employer, the National Fire Sprinkler Association, or any participating Union either directly or indirectly.

Upon termination of the Plan, the Trustees will promptly notify the Unions, the National Fire Sprinkler Association, Employers, and all other interested parties. The Trustees will continue as Trustees for the purpose of winding up the affairs of the Fund.

INTERPRETATIONS OF THE PLAN AND INFORMATION REQUESTS; SUMMARY ONLY

Interpretations of the Plan. The Board of Trustees has the exclusive responsibility and complete discretionary authority to control the operation and administration of the Fund, with all powers necessary to enable it to properly carry out such responsibility. For example, the Board of Trustees has the exclusive responsibility and complete discretionary authority to construe, interpret and apply the terms of the Plan document, to determine eligibility for benefits, and to resolve all interpretative, equitable, and other questions that arise in the operation of the Plan. All actions, determinations, and interpretations of the Board of Trustees are final, conclusive, and binding on all persons.

Information Requests. You must furnish to the Board of Trustees and the Fund Office any information or proof requested by the Trustees or the Fund Office which is explicitly required by the Plan or is reasonably required to administer the Plan document in accordance with its terms. Any failure to comply with a request to provide information or proof promptly and in good faith is sufficient grounds to withhold payment of benefits until such proof or information is furnished.

Summary Only. This booklet is a general explanation of the most important features of the Plan. This Summary Plan Description is not a substitute for the official Plan document. As such, your rights to benefits under the Plan will be governed solely by the terms of the Plan document itself. This Summary Plan Description is not designed to, and does not, grant any rights in addition to (or different from) those granted in the Plan document. In other words, nothing in the preceding portion of this booklet is meant to interpret, extend, or change in any way the formal rules and regulations of the Plan. In case of doubt or discrepancy between the Summary Plan Description and the Plan document, the Plan document, as interpreted by the Board of Trustees, in its sole and exclusive discretion, will always govern. Finally, notwithstanding the fact that this Summary Plan Description is non-binding, and the provisions of the Plan

document will govern, control, and prevail in all instances, the English language version of this Summary Plan Description is considered the official text of this Summary Plan Description, even if this Summary Plan Description is translated into another language.

WHERE TO GET MORE INFORMATION

You may obtain additional information about the Plan by contacting the Fund Office. To ensure that the Fund Office is efficient in responding to your inquiries, be sure to include your name, address, Sprinkler Local Union, and the name of your contributing Employer in any correspondence to the Fund Office.

Chapter 10: Your ERISA Rights

As a Participant of the Sprinkler Industry Supplemental Pension Plan, you are entitled to certain rights and protections 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 Fund Office (*i.e.*, Office of the Plan Administrator) and at other specified locations, such as your local union, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and copies 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 insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and the 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 by law has to give you a copy of this summary annual report every year.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the administration of your Plan. The people who administer your Plan are called "fiduciaries". They have a duty to do their job prudently and in your interest and in the interest of all of the other Plan Participants and Beneficiaries. No one, including your Employer, your Union or any other person, may fire you or in any way discriminate against you to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA.

ENFORCE YOUR RIGHTS

If your claim for a benefit is denied in whole or in part, you have the right to receive a written explanation of the reason for the denial. You have the right to have the Trustees review and reconsider your claim.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Fund 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 materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent to you 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 Fund's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Fund'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 QUESTIONS

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, 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 also may obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. For single copies of publications, contact the Employee Benefits Security Administration (EBSA) at 1-866-444-3272 or contact the EBSA field office nearest you.