United Union of Roofers, Waterproofers and Allied Workers Local Union No. 154

Annuity Plan

Summary Plan Description

Revised May 2013

Introduction

An essential purpose of the Plan is to accumulate funds for an employee's retirement and to provide additional financial security in the event of an employee's disability or death while still employed.

The United Union of Roofers, Waterproofers and Allied Workers Local Union No. 154 Annuity Plan is designed to supplement Social Security benefits as well as personal savings and investments.

Nicholas Martone and Wayne Maskiell have been appointed as Employer Trustees and Thomas Pedrick, John Keating and Sal Giovanniello have been appointed as Union Trustees for the Plan's trust fund.

The Trustees are fully responsible for the Plan's administration, including the determination of eligibility for participation, determination of benefits, and all other questions that may arise during the operation of the Plan. The Trustees have full discretion to construe the terms of the Plan and the determination of benefits. The Trustees also act as an agent to receive service of legal process.

The Trustees assume responsibility for the investment and ultimate distribution of the Fund's assets.

The Plan was established as of May 1, 1982, restated as of 1989 and last amended and restated as of January 1, 2009. Its financial records are maintained on a Plan Year basis, which begins each January 1 and ends the following December 31.

Highlights of the Plan and answers to many questions participants are likely to ask are provided in this Summary Plan Description. Although every effort has been made to describe the essential provisions of the Plan as accurately as possible, the requirements for participation and the benefits payable will be determined strictly in accordance with the Plan document, its trust agreement, and all regulations, which are available from the Fund Administrator. To the extent that the terms of this Summary Plan Description conflict with or are inconsistent with the terms of the Plan, the terms of the Plan control.

Benefits under defined contribution Plans of this type are not insured by the Pension Benefit Guaranty Corporation.

The effective date of this Summary Plan Description is May 1, 2013 and includes all provisions of the Plan as of May 1, 2013.

If any employee would like assistance in better understanding the benefits and provisions of the Annuity Plan and participant rights and obligations under the Plan, please contact the Fund Administrator.

Table of Contents

1. Eligibility for Plan Participation 1
2. Employer Contributions 1
3. Allocation of Employer Contribution 1
4. Investment of Funds 1
5. Valuation of Accounts 2
6. Statement of Accounts 2
7. Withdrawals while Actively Employed 2
8. Loans from the Trust Fund 2
9. Benefits upon Termination of Employment 3
10. Method of Payment of Benefits 4
11. Distribution of Death Benefits 4
12. Earliest Date for Benefit Commencement 5
13. Rights of a Spouse Under the Plan 6
14. Legal Restrictions and Limitations on Contributions and Benefits .. 6
15. Tax Effects of Plan Distributions 6
16. Plan Amendment or Termination 8
17. Benefit Claim Procedure 9
18. Non-Assignment of Benefits 10
19. Participant Rights under ERISA 11
20. Plan and Service Provider Information 13

SUMMARY OF PLAN PROVISIONS

1. Eligibility for Plan Participation

An employee who has not been a participant of the Plan will generally become a participant on the date on which he or she first performs an hour of service for a contributing employer under the terms of the collective bargaining agreement with the United Union of Roofers, Waterproofers and Allied Workers Local No. 154.

Any other salaried employee of the Union and the administrative staff of the Fund, for whom the required contributions are made, will also participate in the Plan as of the January or July 1 following the date he or she completes one thousand (1,000) hours of service.

2. Employer Contributions

Contributions from an employer, as determined under the terms of the collective bargaining agreement, will be made to a trust fund established as part of the Plan.

3. Allocation of Employer Contribution

Each participant will share in the employer's contribution made on his or her behalf proportionately adjusted to reflect earnings and expenses. Each Plan Year, this amount will be credited to an account established and maintained for each participant, provided if the participant is an employee of the Trust Fund, such participant completes 1,000 hours of service during that Plan Year.

4. Investment of Funds

All employer contributions are transferred to the Trustees for investment.

The Trustees are fully responsible for investment of the fund assets and have total discretion in determining appropriate investments under current market conditions and the Plan's investment objectives. The Trustees are required by law to manage the trust assets prudently and will maintain the trust fund solely for the benefit of all participants.

The Plan's current investment objectives are to produce a reasonable rate of earnings and growth consistent with conservation of principal. To accomplish these objectives, the Trust's assets may be invested with relative safety in savings accounts or certificates of deposit, bonds, group investment contracts and other fixed-income securities. They may also be invested in common stocks or other equity securities for future appreciation.

5. Valuation of Accounts

The Plan is valued once a year, as of each December 31, at which time the Trustees will prepare a complete accounting of the trust fund and participants' accounts will be credited with their proportional share of investment experience based on the average monthly account balance of such Plan Year.

6. Statement of Accounts

Each participant will receive a detailed statement of all transactions affecting the participant's account at least annually. In addition, financial information with respect to the trust fund's assets and investments will be made available annually.

7. Withdrawals while Actively Employed

Subject to a participant's spouse's rights (see item 13), a participant may withdraw up to 100% of his or her account after he or she attains age 70½. Only one withdrawal will be permitted during any Plan Year. A request for a withdrawal must be submitted to the Trustees at least 30 days before the withdrawal date.

8. Loans from the Trust Fund

Upon written request, the Trustees may grant loans to a participant for any one of the following reasons:

a. At least $500 of incurred and non-reimbursable medical expenses of the type potentially deductible on the participant's income tax return for the participant, the participant's spouse or the participant's dependents,

b. Purchase of the participant's principal place of residence; loans for this purpose shall be made only once to a participant,

c. Tuition payments for the next semester or quarter of post-secondary education at an accredited degree conferring institution (e.g. at a University, college or junior college) for the participant, the participant's spouse, or other dependents,

d. The amount required to prevent eviction from or foreclosure on the participant's principal place of residence, or

e. Funeral expenses incurred because of the death of a spouse, dependent child or parent provided the loan application is accompanied by a copy of the death certificate and an itemized bill or bills.

A participant may borrow up to 50% of the vested portion of the participant's account, subject to a maximum of $50,000 (reduced by the highest

outstanding loan balance during the one-year period ending on the day before the date on which any new loan is granted) and a minimum of $500. Only one loan will be granted at a time, and with the exception of amounts borrowed for the purpose of item "c" above, <u>all loans must be repaid in full before a participant can request another loan</u>.

The Trustees may request whatever evidence they consider appropriate to verify the purpose and need for the funds and will determine the loan amount available.

Loans will be subject to an interest rate determined on the basis of loans granted under similar circumstances by financial institutions in the general area of the Fund's principal place of business. The loan will be secured by the Participant's account, any vacation benefit payment, and/or any other collateral required by the Trustees.

No investment earnings will be credited on the loan amount from the last valuation date to the date the loan is granted.

Loans must normally be repaid within such period as agreed to between the Participant and the Trustees, up to a maximum of five years. However, if the loan is made for the purchase or construction of the Participant's principal place of residence, the repayment period may be extended to a maximum of ten years. Repayment will be made in accordance with a schedule of payments established by the Trustees. Any outstanding loans must be fully repaid before any distribution is made from the Plan upon termination of employment.

An administrative fee, determined by the Trustees, shall be charged to the participant's account for each loan.

In the event of non-payment at any time, the loans will automatically be in default and the Trustees will implement such collection procedures as required.

Within the 90-day period before the loan, the participant and, if the participant is married, the participant's spouse, must consent to the provisions of the loan in writing, acknowledging that the Participant's account will be reduced by an amount equal to the unpaid balance of the loan, plus interest due in the event of non-payment. If such written consent and acknowledgment is not provided, the loan will not be granted.

9. Benefits upon Termination of Employment

A participant will be entitled to 100% vested interest in his account upon termination of employment for any reason after being credited with a minimum of one hour of contributions.

If a participant terminates employment and is rehired, the participant may immediately resume participation in the Plan as if the participant had not left employment.

An eligible participant will become entitled to a benefit, which will consist of the total contributions made by the employer on his behalf, and any applicable realized and unrealized gains and losses, interest, etc., earned by the Plan after deduction of necessary administrative expenses.

10. Method of Payment of Benefits

Upon termination of employment for reasons other than death, a participant's benefits will be payable in the manner described below, subject to the spouse's rights (see item 13).

If the value of a participant's vested account upon termination of employment is more than $5,000, the participant may elect to have benefits paid:

a. all or in part, in a lump sum;

b. all or in part, in the form of an annuity purchased from an insurance company;

c. in annual installments for a period of up to 10 years; or,

d. combination of options a and c.

If the value of a participant's vested account upon termination of employment is $5,000 or less, it will be paid in a lump sum. However, if the value is greater than $1,000, the participant may elect to defer receipt of the lump sum until any age up to 70-1/2. If the value is $1,000 or less, the lump sum will automatically be distributed as soon as administratively practicable following the participant's termination of employment.

You must begin distributions from your account beginning on the April 1st following the date you reach age 70-1/2 if you are no longer employed.

If a benefit is paid in a lump sum, 20% of the amount distributed will be withheld for federal income tax unless the distribution is directly rolled over to an IRA or another qualified plan (see item 15).

11. Distribution of Death Benefits

In the event of a participant's death prior to retirement, at least 50% of the benefits under the Plan will be paid to the participant's spouse unless the spouse's written acknowledgement and consent to name another beneficiary has been obtained. In that event, or if the participant did not have a spouse or if the participant had certified that the spouse could not be located, the participant may designate his children, other close relatives, or any other person or persons as his beneficiary. If there is no surviving spouse or no person has been designated, the funds will be payable to the participant's estate for distribution to the participant's heirs.

If a participant's benefit is $5,000 or less, it will automatically be paid in a lump sum to the participant's spouse and/or beneficiary as applicable. Benefits in excess of $5,000 which are payable to a spouse may be distributed in a lump sum or paid as an annuity or in equal annual installments over a period of no more than 10 years at the spouse's option.

If a lump sum benefit is paid to a surviving spouse, 20% of the amount will be withheld for federal income tax unless the lump sum is directly rolled over to an IRA or other qualified plan. This rule does not apply to a non-spousal beneficiary.

Providing that the spouse consents, a participant may request that all or a portion of the account be payable to any other designated beneficiary in a lump sum or used to purchase an annuity which will provide a lifetime income or installments over a period of no more than 10 years.

In the absence of such written request or, under special circumstances, the beneficiary may determine the most appropriate method for distributing such benefits.

Upon the death of a participant **after** the commencement of retirement income under an annuity, the payment form or option selected under the annuity will determine the death benefit payable, if any.

12. Earliest Date for Benefit Commencement

If a participant terminated covered employment and no hours have been credited to the participant's account for a period of five consecutive months, fifty percent (50%) of his or her account will be payable as soon as administratively feasible following such five month period. If a participant terminated covered employment and no hours have been credited to the participant's account for a period of eight consecutive months, one hundred percent (100%) of his account will be payable as soon as administratively feasible following such eight month period.

However, if the account balance is in excess of $1,000, payment cannot commence prior to age 65 without the participant's consent. Similarly, if the account balance is in excess of $5,000, payment cannot commence prior to the date the participant would have attained age 65 without the consent of the participant's spouse, if payments are being made to the spouse, as beneficiary.

Each account will be credited with investment experience as of each valuation date based on the average monthly account balance of such Plan

Year. Payments made on a date other than the valuation date will not be adjusted to reflect investment experience or expenses for the pro-rata portion of that year. Payments of benefits made on a date other than the valuation date, and prior to completion of the annual audit by the Funds' Accountant for the prior Plan Year, will be limited to the prior year account balance, plus contributions made during the current year. Upon completion of the audit, a subsequent payment of interest, net of expenses, for the prior year will be provided.

13. Rights of a Spouse Under the Plan

Benefits under this Plan shall be paid in the form of an annuity. The annuity provides, upon the participant's death, at least 50% of the participant's income to continue to the participant's spouse, unless the spouse irrevocably elects in writing, acknowledged before a notary public or witnessed by a Plan representative, to waive his or her rights to such form of payment and to consent to any other designated beneficiary.

If, prior to age 35, a participant had named a beneficiary other than his or her spouse, he or she will need to execute a new beneficiary designation form and obtain his or her spouse's written consent on or after the first day of the plan year during which he attains age 35 if he or she wishes to continue his designation of that individual as beneficiary instead of his spouse.

14. Legal Restrictions and Limitations on Contributions and Benefits

The Internal Revenue Code and Regulations impose maximum limitations on all contributions permitted under all qualified plans. These limitations are quite liberal and would not normally prevent a participant from receiving full benefits.

Any participant affected by any of the above restrictions or limitations will be notified by the Trustees.

Finally, no benefit under this Plan may be assigned or pledged, nor may any benefit be subject to a participant's debts or other legal obligations except in accordance with a qualified domestic relations order, or as otherwise provided by law. A Participant may obtain, without charge, a copy of the plan's procedures governing qualified domestic relations orders by contacting the Trustees.

15. Tax Effects of Plan Distributions

The following is only a general description of the income tax implications of benefit distributions under this Plan. The laws are complex and subject to frequent change.

A participant should not rely on this information and should consult the Internal Revenue Service or a tax advisor to obtain current information at the time the participant is considering a distribution under the Plan and before determining the most appropriate tax planning under the circumstances. The employer, the union or the Trustees cannot provide a participant with tax advice.

The employer's contributions and all investment earnings on the accumulating funds are currently income tax free while held on a participant's behalf.

Income taxes will be payable when these funds are actually distributed in the future. Such taxes may be less if distribution is deferred until a Participant's retirement when total taxable income is generally lower.

Rollovers

The Internal Revenue Code permits a participant to avoid current taxation on any portion of the taxable amount of an eligible distribution by rolling over that portion into another qualified employer retirement plan that accepts rollover contributions or into an individual retirement account (IRA).

If a participant's account balance is $200 or more and he or she makes a roll over election and provides the required information, the Trustees will directly roll over all or a portion of his or her account balance either to:

a. The Trustee of an individual retirement account ("IRA"), or

b. The Trustee of another employer's qualified plan (including a 403(b) or state or local government 457(b) plan) that accepts such rollovers, and, if applicable, distribute the remaining amount directly to the participant.

Amounts rolled over directly to either of the Trustees mentioned in items a or b (above) will not be subject to federal income tax in the year of distribution nor to federal income tax withholding.

If a participant chooses to receive a portion of his or her account in cash while requesting the Trustees to directly roll over the remainder, the amount the participant elects to have rolled over must be at least $500.

However, federal law requires that the Trustees withhold for federal income tax 20% of the amount of a distribution which is actually received by the participant.

In addition, the amount which is not rolled over into an IRA or another qualified plan is subject to federal income tax in the year in which the distribution is received and, if the participant is subject to the 10% early distribution penalty (described below) it will apply to the amount of the distribution that he or she actually receives.

If a participant elects to have all or a portion of his or her account distributed to himself or herself in cash, he or she may, within 60 days of receiving that distribution, roll over into another employer's qualified plan that accepts such rollovers:

a. a portion of the amount received and, thus avoid federal income tax on the portion rolled over in the year in which the distribution was received and, if otherwise applicable, also avoid the 10% early distribution penalty on the amount rolled over; or

b. the whole amount received, plus an additional amount from his or her own funds, up to, but not exceeding, the 20% that was withheld for federal income tax, thus, avoiding federal income tax (but not the withholding requirement) on the amount rolled over in the year in which the distribution was received and, if otherwise applicable, also avoiding the 10% early distribution penalty on the amount that was rolled over.

There are specific and technical qualifications and requirements set forth in the Internal Revenue Code that must be satisfied in order for your Plan distribution to be eligible to be rolled over. If a participant is interested in these requirements, he or she may obtain additional information on the establishment and maintenance of an IRA from the nearest Internal Revenue Service District Director's office.

Early Distribution Penalty

Distributions from the Plan prior to age 59½ are subject to an additional 10% early distribution income tax to the extent that the distribution is income that may be included in taxable income for the year.

Distributions are exempt from the early distribution income tax if paid on account of (a) death, (b) disability, or (c) termination of employment after age 55. Exemptions are also permitted for annuity distributions, payments to alternate payees under qualified domestic relations orders and amounts not in excess of certain deductible medical expenses.

16. Plan Amendment or Termination

The Trustees intend to continue the Plan indefinitely. The Trustees, however, have reserved the right to amend or terminate the Plan at any time.

The Plan must be operated for the exclusive benefit of its participants. If the Plan and trust are terminated, all participants will be 100% vested in their accounts. Benefits will be payable strictly under the terms of the

Plan. Should the Plan ever be materially amended or terminated, participants will be advised accordingly.

17. Benefit Claim Procedure

The Trustees will administer the plan fairly and consistently and pay all benefits to which participants or beneficiaries are entitled. However, failure to execute any forms required or to furnish information requested by the Trustees within a reasonable period of time may result in delayed benefit payments.

All claims for unpaid benefits should be made in writing to the Trustees. If a claim is wholly or partially denied, you will receive a written notice from the Trustees indicating the reason for the denial, the plan provisions pertinent to the denial, and a request for whatever additional information may be necessary to consider the claim further.

Claims for Payment of Benefits upon Retirement, Death or any Termination of Employment for Reasons other than Disability

You will receive notice within 90 days after the Trustees receive your claim. The 90-day period may be extended under special circumstances up to a period of an additional 90 days. If this is the case, the Trustees will notify you within the initial 90-day period to explain the special circumstances and to inform you when a final decision is expected.

After receipt of a notice denying a claim for benefits, you or your authorized representative may review pertinent documents, submit comments on issues involved and request in writing that the Trustees review their action.

Your written request for a review must be received by the Trustees no later than 60 days following your receipt of the denial of your claim for benefits. The Trustees will reexamine your claim and issue a final decision within 60 days of the receipt of your appeal, unless special circumstances require a reasonable extension up to an additional 60 days.

Claims for Payment of Benefits Upon Disability

You will receive the notice within 45 days from the time the Trustees receive your claim. The 45-day period may be extended under special circumstances up to a period of an additional 30 days. If this is the case, the Trustees will notify you within the initial 45-day period and explain the special circumstances and inform you when a final decision is expected. If, prior to the end of the first 30-day extension period, the Trustees determine that, due to matters beyond the control of the plan, a decision cannot be rendered within the extension period, the period for making the determination may be extended for up to an additional 30 days, provided the Trustees notify you prior to the expiration of the first 30-day extension period, of the circumstances requiring the extension and the date the plan expects a decision. In the case of any extension, the notice of extension will specifically explain the standards of which the entitlement to a benefit are based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. At that time, you may be asked to submit additional information. You will be given a period of 45 days to submit the requested information.

After receipt of a notice denying a claim for benefits, you or your authorized representative may review pertinent documents, submit comments on issues involved and request in writing that the Trustees review their action.

Your written request for a review must be received by the Trustees no later than 180 days following your receipt of the denial of your claim for benefits. The Trustees will re-examine your claim and issue a final decision within 45 days after the receipt of your appeal, unless special circumstances require a reasonable extension of up to an additional 45 days.

In conducting their review of your appeal, the Trustees will

a. consider all comments, documents, records, and other information you submit relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination;

b. have the appeal reviewed by an appropriate named fiduciary of the plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;

c. consult with a health care professional who (A) has appropriate training and experience in the field of medicine related to your disability and (B) is neither the individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; and

d. identify the medical or vocational experts whose advice is obtained on behalf of the plan in connection with your adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

18. Non-Assignment of Benefits

Benefit payments will be made directly to the participant, a designated beneficiary, or surviving spouse, if eligible, and cannot be made to any

other person. A participant may not use his account as security for a loan. In addition, a participant may not transfer or assign his right to his account except in the event of a Qualified Domestic Relations Order (QDRO), a judgment, decree, or order that:

1. sets a required level of child support, alimony payments, or marital property rights to the dependent of a Plan Participant to be financed through the Participant's pension,
2. is made pursuant to a state domestic relations law, including a community property law, and
3. meets certain other legal and administrative requirements.

The Trustees will promptly notify the participant and any other alternate payee of the receipt of an order and of the fact that the order is being examined to determine whether it qualifies as a QDRO. Then, within a reasonable period of time, the Trustees will notify the Participant and any alternate payee of the determination. All determinations are subject to claim review. You may obtain, without charge, a copy of the plan's procedures governing qualified domestic relations orders by contacting the Trustees.

However, a participant's benefit may be offset for any or all of the following:

a. A participant's conviction for a crime against the Plan,

b. A civil judgment (including a consent order or decree) against a participant entered by a court in an action brought in connection with a violation against the Plan, or

c. A settlement agreement between the Participant and the Department of Labor (DOL) in connection with a violation of ERISA fiduciary duties.

19. Participant Rights under ERISA

As a participant of this 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 office of the Trustees and at other specified locations, such as worksites and union halls, all plan documents, including collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Trustees, copies of all documents governing the operation of the plan including collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Trustees may make a reasonable charge for the copies.
- Receive a summary of the plan's financial report. The Trustees are required by law to furnish each participant with a copy of the summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at age 65 and if so, what your benefits would be at age 65 if you stop working under the plan now. If you do not have a right to a pension benefit, the statement will tell you how many more years you have to work to get a right to a pension benefit. This statement must be requested in writing and is not required to be given more than once every twelve months. The plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your pension benefits or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights.

For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Trustees to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trustees.

If the participant has a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in a Federal court.

If plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Trustees. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Trustees, 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, NW, Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

20. Plan and Service Provider Information

Name and Address of Fund:

United Union of Roofers, Waterproofers and Allied Workers
Local Union No. 154 Annuity Fund
c/o Fabian & Byrn, Fund Administrator
425 Eagle Rock Avenue
Suite 105
Roseland, NJ 07068

Telephone No.: (877) 386-3154

Employer Identification Number: 11-2644048

Plan Number: 001

Type of Funding: Pursuant to a collective bargaining agreement, your employer agrees to make contributions to the Annuity Fund to provide the benefits for your Plan.

Plan Year: The Plan Year begins January 1 of each year.

Administration of the Plan: The Plan is administered by a joint board of trustees consisting of an equal number of Union and Employer Trustees. The Trustees have full discretion in construing the terms of the Plan and in the making of benefit determinations under the Plan.

If legal disputes involving the Plan arise, any legal documents may be served upon the Fund Administrator or any of the Plan Trustees, individually.

Names and Addresses of the Joint Board of Trustees:

Names and Addresses of the Fund Administrator and Other Service Providers:

Fund Administrator
Fabian & Byrn, LLC
425 Eagle Rock Ave, Suite 105
Roseland, NJ 07068

Fund Counsel
Virginia & Ambinder LLP
111 Broadway, Suite 1403
New York, NY 10006

Accountant
Wagner & Zwerman LLP
450 Wireless Blvd.
Hauppauge, NY 11788

Consultant
The McKeogh Company
Four Tower Bridge, Suite 225
200 Barr Harbor Drive
West Conshohocken, PA 19428