SUMMARY PLAN DESCRIPTION
FOR
ST. PAUL ELECTRICAL CONSTRUCTION WORKERS
SUPPLEMENTAL PENSION PLAN

May 1, 2017

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ST. PAUL ELECTRICAL CONSTRUCTION WORKERS SUPPLEMENTAL PENSION PLAN

SUMMARY PLAN DESCRIPTION

I. INTRODUCTION TO YOUR PLAN

The St. Paul Electrical Construction Workers Supplemental Pension Plan (the "Plan") is for the exclusive benefit of eligible employees (and their beneficiaries) engaged in Covered Employment in the electrical industry whose employers have agreed with the Union to make contributions to the Plan.

The purpose of the Plan is to reward employees for long and loyal service by providing them with retirement benefits.

Each year, between now and your retirement, your employer will contribute money to the Plan on behalf of you and other eligible employees as provided in the collective bargaining agreement between your union and your employer. When you retire, you will be eligible to receive the value of the contributions made on your behalf.

The Plan's Trustees have submitted the Plan to the Internal Revenue Service for approval. The Internal Revenue Service has issued prior "determination letters" to the Trustees approving the Plan as a "qualified" retirement plan.

This Summary Plan Description is a brief description of the Plan and your rights, obligations, and benefits under that Plan. Some of the statements made in this Summary Plan Description are dependent upon this Plan being "qualified" under the provisions of the Internal Revenue Code. This Summary Plan Description is not meant to interpret, extend, or change the provisions of your Plan in any way. The provisions of the Plan may only be determined accurately by reading the actual Plan document.

A copy of the Plan is on file at the St. Paul Electrical Workers Benefit Office and may be read by you, your beneficiaries, or your legal representatives at any reasonable time. If you have any questions regarding either your Plan or this Summary Plan Description, you should ask your Plan Administrator. In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan shall govern.

The only people authorized to answer questions concerning the Plan are the Board of Trustees and the staff at the Fund Office. If you have a question regarding the Pension Plan, call the Fund Office at (651) 776-4239.

II. GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this section.

1. General Plan Information

St. Paul Electrical Construction Workers Supplemental Pension Plan (2014 Restatement) is the name of your Plan.

St. Paul Electrical Construction Workers Supplemental Pension Plan was the original Plan name.

Your Employer has assigned Plan Number 003 to the Plan. The Plan operates under the EIN number 41-6046858.

The Plan has been amended and restated on several occasions. The most recent restatement became effective October 1, 2014.

The Plan records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on October 1 and ends on September 30.

Certain valuations and distributions are made on the Anniversary Date of the Plan. This date is September 30. Account balances are also valued at the end of each month. Distributions from the Plan are based upon the most recent valuation preceding the date of the written application for distributions.

The contributions made to your plan by your Employer shall be held and invested by the Trustees of the Plan.

The Trust is governed by the laws of the State of Minnesota. The Plan is governed by federal laws relating to retirement plans.

2. Plan Sponsor

The sponsor of the Plan is the Joint Board of Trustees of the Plan.

3. Plan Administrator Information

The name, address, and business telephone number of the Plan Administrator are:

St. Paul Electrical Industry
Administrative Service Corporation
1330 Conway Street, #130
St. Paul, Minnesota 55106
(651) 776-IBEW (4239), Option 4

The Plan Administrator keeps the records for the plan and is responsible for the administration of the Plan. The Plan Administrator will also answer any questions you may have about your Plan.

4. Plan Trustee Information

The names of the Plan Trustees are:

Union Trustees	**Employer Trustees**
James C. Schult	Luke M. Kuhl
Jamie M. McNamara	J.T. Pedersen
Edward P. Nelson	Peter B. Bourland

The Plan Trustees have been designated to hold and invest Plan assets for the benefit of you and other Plan participants. The trust fund established by the Plan Trustees will be the funding medium used for the accumulation of assets through which benefits will be distributed.

5. Service of Legal Process

The name and address of the Plan's agent for service of legal process is:

Ronald G. Ethier, CEBS
St. Paul Electrical Industry
Administrative Service Corporation
1330 Conway Street, #130
St. Paul, Minnesota 55106

Service of legal process may also be made upon any of the Trustees.

III. PARTICIPATION IN THE PLAN

1. Eligibility Requirements

Before you become a member or a "participant" in the Plan, there are certain eligibility and participation rules you must meet. These rules are explained in this section.

You will be able to participate in the Plan if you work at least one hour of Covered Employment for which your Employer has agreed in a collective bargaining agreement or in an agreement with the Trustees to contribute to this Plan on your behalf.

IV. CONTRIBUTIONS TO YOUR PLAN

1. Employer Contributions to the Plan

Your Employer will contribute to a trust for the St. Paul Electrical Construction Workers Supplemental Pension Plan an amount specified in a collective bargaining agreement with IBEW Local 110 or in its agreement with the Trustees. Generally, your Employer contributes an amount related to each Hour of Service you have in the month.

In addition to the Employer's contributions made to your account, at the end of each month, your account will be credited with a share of the investment earnings or losses of the trust fund. If you request a distribution of all or part of your account, the amount distributed is based on the value of your account on the last day of the month preceding your written request for distribution. Your distribution amount is NOT based on a value following your written request for a distribution.

Your account will also be charged an administrative fee from time to time as determined by the Trustees.

V. BENEFITS UNDER YOUR PLAN

1. Distribution of Benefits Upon Normal Retirement

Your Normal Retirement Date is the Anniversary Date coinciding with or next following your 65th birthday (Normal Retirement Age).

At your Normal Retirement Age you will be entitled to 100% of your account balance, provided you are no longer working in a job classification covered by the collective bargaining agreement between Local 110 and NECA – St. Paul Chapter or any other work requiring contributions to this Plan. Payment of your benefits will begin as soon as practicable following your Normal Retirement Date, unless you delay distribution. However, benefits must begin to be distributed no later than April 1st of the year following the calendar year in which you turn age 70-1/2.

(See the Section in this Article entitled "Benefit Payment Options.")

2. Distribution of Benefits Upon Early Retirement

Your Early Retirement Date is the date you elect to retire after the last day of the month in which you attain age 55.

On your Early Retirement Date you will be entitled to 100% of your account balance, provided you are no longer working in a job classification covered by the collective bargaining agreement between Local 110 and NECA – St. Paul Chapter or any other work requiring contributions to this Plan. Payment of your early retirement benefits will begin when administratively feasible following your Early Retirement Date unless you delay distribution. However, benefits must begin to be distributed no later than April 1st of the year following the calendar year in which you turn age 70-1/2.

(See the Section in this Article entitled "Benefit Payment Options.")

3. Distribution of Benefits Upon Late Retirement

You may remain employed past your Plan's Normal Retirement Date. However, the Plan requires that you receive a distribution of benefits no later than April 1 of the year following the calendar year after you attain age 70-1/2. Actual benefit payments will begin either at the date of Late Retirement or on or before April 1st of the year following the calendar year after you attain age 70-1/2, whichever date is sooner.

(See the Section in this Article entitled "Benefit Payment Options." If you do not elect one of these options after attaining age 70 ½, the Plan will start paying you in the manner required by law.)

4. Distribution of Benefits Upon Death

Your beneficiary will be entitled to 100% of your account balance upon your death. Payments of your death benefits will begin as soon as practicable after your date of death. Minimum distributions of your death benefits will generally begin by December 31 of the calendar year following your death. If you were not receiving benefit distributions at the date of your death, your spouse may delay payment of benefits to when you would have attained Early Retirement Age, or later, but no later than when you would have attained age 70-1/2.

If you die prior to receiving a distribution under this Plan, the death benefit is called a pre-retirement survivor annuity and will be paid out as an annuity to your spouse over the lifetime of your spouse, unless your spouse consents to receiving the benefit in a lump sum. If you do not have a surviving spouse, or if your spouse waives receipt of the benefit, the death benefit shall be paid in a lump sum to your beneficiary. If you die after you started receiving distributions under this Plan, but before receiving your entire account balance under this Plan, the remaining interest in this Plan will be distributed to your surviving spouse or your beneficiary under the method of distribution you select under Section 8 of this Article V or as a lump sum balance.

If you are married at the time of your death, your spouse will be the beneficiary of the death benefit, unless you otherwise elect in writing on a form to be furnished to you by the Plan Administrator. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE’S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NONSPOUSE BENEFICIARY.

If, however,

(a) your spouse has validly waived any right to the death benefit in the manner outlined above, and you have not designated a new beneficiary;

(b) your spouse cannot be located; or

(c) you are not married at the time of your death,

The Plan presumes your beneficiaries will be your surviving children (or their issue if a child is deceased); or if none, your parents; or if none, your brothers and sisters; or if none, your personal representative (executor); or if none, the personal representative of the last to die of the beneficiaries listed above. You may select beneficiaries other than those presumed by this Plan by completing the appropriate forms available at the Plan Office.

The term “spouse” includes legally married same-gender spouses.

Since your spouse participates in this election and has certain rights in the death benefit, you should immediately report any change in your marital status to the Plan Administrator.

5. Distribution of Benefits Upon Disability

Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing your usual and customary employment with your Employer. The Trustees may require that any Participant claiming disability shall, at his/her own expense, furnish satisfactory proof of permanent disability. The Trustees may also require such a Participant to submit to a medical examination by a physician designated by the Trustees. The cost of such examination shall be paid by the Plan.

If you become disabled while a participant, you will be entitled to 100% of your account balance. Payment of your disability benefits will begin on or before the Anniversary Date following the date you become disabled.

(See the Section in this Article entitled "Benefit Payment Options.")

6. Distribution of Benefits Upon Termination of Employment

Payment of your account balance under this Plan is available for certain terminations of employment, besides a termination for retirement, disability and death. If you have at least 100 Hours of Service in Covered Employment, you will be entitled to a distribution of your account balance when any of the following events occur:

(a) you incur a Break in Service by having no contributions from any employers contributing to this plan during at least one Plan Year and your account balance is no more than $15,000.00; or

(b) you incur a Break in Service by having no contributions from any employers contributing to this Plan during at least one Plan Year and you have ceased all employment and business occupation with a Related Organization and have an account balance of more than $15,000.00.

7. Vesting in Your Plan

In order to be "vested" in your account balance in this plan, you must have had contributions for 100 Hours of Service made to this Plan. When this event occurs, your entire account balance is nonforfeitable.

8. Benefit Payment Options

There are various methods that benefits may be distributed to you from your Plan upon your retirement, disability or termination of employment. The methods depend on your marital status, elections you and your spouse make, and the Trustees' discretion. All methods of distribution, however, have equivalent values.

Regardless of the option selected, you must make an application to obtain a distribution of your account balance to the Trustees. The date of your application is used to set the valuation of your account for distribution. Your account is valued as of the end of the month prior to the date of your written application to the trustees. Your distribution amount is NOT based on a value following your written request for a distribution, and will NOT be adjusted for any earning gains or losses after the date of your application.

Unless you elect otherwise, and you are married on the date your benefits are to begin due to retirement, disability or termination of employment, you will automatically receive a 50% joint and survivor annuity ("50% QJSA"). This means that if you die and are survived by a spouse, your spouse will receive a monthly benefit for the remainder of his or her life equal to 50% of the benefit you were receiving at the time of your death. Another option you may elect (without spousal consent) is a 75% qualified optional survivor annuity ("75% QOSA"), which means that if you die and you are survived by a spouse, your spouse will receive a monthly benefit for the remainder of his or her life equal to 75% of the benefit you are receiving at the time of your death. It should be noted that the 50% QJSA or 75% QOSA may provide a lower monthly benefit than other forms of payment. You should consult qualified tax counsel before making such election.

If you are not married on the date your benefits are to begin due to retirement, disability or termination of employment, you will automatically receive a life annuity, which means you will receive payments for as long as you live.

You may, however, elect to waive these forms of payment, subject to the following rules:

When you are about to retire, the Plan Administrator will explain the 50% QJSA, the 75% QOSA or the life annuity to you in greater detail. You will be given the option of waiving the presumptive payment forms (50% QJSA/75% QOSA if married; life annuity if not married) during the 180-day (prior to October 1, 2007, the 90-day) period before the annuity is to begin. **IF YOU ARE MARRIED, YOUR SPOUSE MUST IRREVOCABLY CONSENT IN WRITING TO THE WAIVER IN THE PRESENCE OF A NOTARY OR A PLAN REPRESENTATIVE.** You (without the consent of your spouse) may revoke any waiver. The Plan Administrator will provide you with forms to make these elections. Since your spouse participates in these elections, you must immediately inform the Plan Administrator of any change in your marital status.

If you are married when your benefits are scheduled to begin due to retirement, disability or termination of employment, you and your spouse may waive the 50% QJSA or 75% QOSA. You and your spouse may then select one of the following distribution optional forms:

(a) a 100% joint and survivor annuity, which means that if you die and you are survived by a spouse, your spouse will receive a monthly benefit for the remainder of his or her life equal to 100% of the benefit you are receiving at the time of your death;

(b) a distribution of your account balance in a single lump sum; or

(c) a distribution of your account balance in installment payments as approved by the Trustees.

If you are not married when your benefits are scheduled to begin due to retirement, disability or termination of employment, you may waive receiving your benefit as a life annuity and elect to receive a distribution of your account balance to you in either:

(a) a distribution of your account balance in a single lump sum; or

(b) a distribution of your account balance in installment payments as approved by the Trustees.

GENERALLY, WHENEVER A DISTRIBUTION IS TO BE MADE TO YOU ON OR BEFORE AN ANNIVERSARY DATE, IT MAY BE POSTPONED BY THE PLAN FOR A PERIOD OF UP TO 180 DAYS, FOR ADMINISTRATIVE CONVENIENCE. HOWEVER, UNLESS YOU ELECT IN WRITING TO DEFER THE RECEIPT OF BENEFITS, NO DISTRIBUTION MAY BEGIN LATER THAN THE 60TH DAY AFTER THE CLOSE OF THE PLAN YEAR IN WHICH THE LATEST OF THE FOLLOWING EVENTS OCCURS:

(a) the date on which you reach the age of 65 or your Normal Retirement Age;

(b) the 10th anniversary of the year in which you became a participant in the Plan; or

(c) the date you terminated employment with your Employer.

Regardless of whether you elect to delay the receipt of benefits, there are other rules which generally require minimum payments to begin no later than the April 1st following the year in which you reach age 70-1/2. You should see the Plan Administrator if you feel you may be affected by this rule.

If your account balance is greater than $1,000.00, both you and your spouse must consent to the distribution.

9. Treatment of Distributions From Your Plan

NOTE: All "rollover" options described in this section are available to a surviving spouse who is receiving a distribution from the Plan. Non-spouse Beneficiaries receiving distributions from the Plan have one rollover option available to them, which is electing a trustee-to-trustee transfer of all or some of the distribution to a traditional IRA or to a Roth IRA.

One option to consider is a direct rollover of an Eligible Rollover Distribution to the St. Paul Electrical Construction Pension Plan pursuant to the **Pension Purchase Option** terms contained within that plan. If you are married, spousal consent is required. The amount that may be rolled over is a minimum of $10,000 and a maximum of $200,000 in a single lump sum.

Whenever you receive a distribution from your Plan, it will normally be subject to income taxes. You may, however, reduce or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution which satisfies the definition of Eligible Rollover Distribution in the Internal Revenue Code to an Individual Retirement Account (IRA) or to another eligible retirement plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible retirement plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). In addition, under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment.

(b) You may direct a direct rollover of all or a portion of the distribution which satisfies the definition of Eligible Rollover Distribution in the Internal Revenue Code to a Roth IRA. This will result in tax being due on the distribution amount at the time of rollover, but reducing or eliminating any tax on the Roth IRA account and its earnings when the Roth IRA account is subsequently distributed.

(c) The election of favorable income tax treatment through special 5 year forward averaging may be possible.

WHENEVER YOU RECEIVE A DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. YOU SHOULD, HOWEVER, CONSULT QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

10. Domestic Relations Orders

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your account.

There is an exception, however, to this general rule. The Plan Administrator may be required by law to recognize obligations you incur as a result of court ordered child support or alimony payments. The Plan Administrator must honor a "Qualified Domestic Relations Order" ("QDRO"). A QDRO is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, child or other dependent. If a QDRO is received by the Plan Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Plan Administrator shall determine the validity of any domestic relations order he receives.

11. Pension Benefit Guaranty Corporation

Benefits provided by your Plan are NOT insured by the Pension Benefit Guaranty Corporation ("PBGC") under Title IV of the Employee Retirement Income Security Act of 1974 ("ERISA") because the insurance provisions under ERISA are not applicable to your Plan.

VI. YEAR OF SERVICE RULES

1. Year of Service and Hours of Service

The term "Year of Service" is used throughout this Summary Plan Description and throughout your Plan. You will have completed a Year of Service if you are credited with 1000 Hours of Service during a plan Year, even if you were not employed on the first or last day of the Plan Year.

An "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

(a) each hour for which you are directly or indirectly compensated by your Employer for the performance of duties during the Plan Year; and

(b) each hour for which you are directly compensated by your Employer for reasons other than performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty or jury duty during the Plan Year); and

(c) each hour for back pay awarded or agreed to by your Employer.

If you become disabled or die while serving in certain military service, you will be treated as having resumed employment the day before the date of such death or disability, and then terminating such employment the next day on account of death or disability for all purposes in this Plan other than determining benefit accrual amounts.

VII. CLAIMS BY PARTICIPANTS AND BENEFICIARIES

You or your beneficiaries may make a request for any Plan benefits that you may be entitled to get. Any such request must be made in writing. It should be made to the Plan Administrator. (See the Article in this Summary entitled "GENERAL INFORMATION ABOUT THE PLAN.")

1. Request for Benefits

Your request for Plan benefits shall be considered a claim for Plan benefits. It will be subject to a full and fair review. If your claim is denied, the Plan Administrator shall furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days for all claims except disability claims; for disability claims notice shall be provided within 45 days) after the Plan Administrator receives your claim. The written notice must contain the following information.

(a) the specific reason or reasons for the denial;

(b) specific reference to those Plan provisions on which the denial is based.

(c) A description of any additional information or material necessary to correct your claim and an explanation of why the material or information is needed; and

(d) appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If adequate notice of the denial of a claim is not furnished to you within a reasonable period of time, you may regard your claim as being denied. You will then be permitted to proceed to the review stage described in the following paragraphs.

If your claim has been denied, and you wish to submit your claim for review, you must follow the Claims Review Procedure.

Your request for benefits and any subsequent review of a denial of benefits may be conducted through an authorized representative. If you authorize a representative to represent you, such authorization must be in writing and may be revoked in writing at any time. If an authorized representative is designated, all communications during the claims procedure may be directed to the authorized representative.

2. The Claims Review Procedure

<u>All Benefits Except Disability Benefits</u>

(a) Upon the denial of your claim for benefits, you may file your claim for review, in writing, with the Plan Administrator. The form for this claim for review is available from the Employer or the Plan Administrator. The Trustees shall review the denial of your claim.

(b) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

(c) You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to the Trustees.

(d) Your claim for review will be given a full and fair review by the Trustees. If your claim is denied, the Trustees must provide you with written notice of this denial within 60 days after the Plan Administrator's receipt of your written claim for review. There may be times when this 60 day period may be extended. This extension may only be made, however, where there are special circumstances which are communicated to you in writing within the 60 day period. If there is an extension, a decision shall be made as soon as possible, but at least by 120 days after the Plan Administrator receives your claim for review.

(e) The Trustees may, in their discretion, hold one or more hearings on a request for a review of a denied claim, provided, however, that the claims procedure shall not in any way be construed to require more than two appeals of an adverse benefit determination prior to bringing a civil action under section 502(a) of ERISA.

(f) The Trustees' decision on your claim for review will be stated to you in writing. The statement will include specific references to the Plan provisions on which the decision was based.

(g) If the Trustee's decision is not furnished to you within the time limitations described above, that is the same as a denial of your claim on review.

(h) If benefits are provided or administered by an insurance company, insurance service, or other similar organizations which are subject to regulations under the insurance laws, the claims procedure relating to these benefits may provide for review. If so, that company, service, or organization shall be the entity to which claims are addressed. If you have any questions regarding the proper person or entity to address claims, you should ask the Plan Administrator.

Claims Review Procedure - Disability Claims.

If an appeal or review involves a claim for Disability Benefits under this Plan, the Claimant's right to review of such a claim will generally follow the process described above, with the following revisions and requirements:

(a) You have at least 180 days following receipt of a notification that you claim for Disability Benefits has been denied in whole or in part.

(b) If the claim for Disability Benefits was denied in whole or in part based on a medical judgment, the Trustees shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment. The health care professional who is engaged for the purpose of consultation under this paragraph shall be an individual who is neither an individual consulted in connection with the adverse benefit determination, nor the subordinate of any such individual.

(c) You shall be provided the identification of the medical or vocational experts whose advice was obtained on behalf of the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

VIII. STATEMENT OF ERISA RIGHTS

1. Explanation of Your ERISA Rights

As a participant in this Plan you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974, also called ERISA. ERISA provides that all Plan participants shall be entitled to:

(a) examine, without charge, all Plan documents, including:

(1) all documents governing the Plan;

(2) insurance contracts, if any;

(3) collective bargaining agreements; and

(4) copies of all documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

This examination may take place at the Plan Administrator's office and at other specified employment locations of the Employer. (See the Article in this Summary entitled "GENERAL INFORMATION ABOUT THE PLAN");

(b) obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

(c) receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report;

(d) obtain a statement telling you whether you have a right to receive a retirement benefit at Normal Retirement Age and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a retirement benefit, the statement will tell you how many years you have to work to get a right to a retirement benefit. THIS STATEMENT MUST BE REQUESTED IN WRITING AND IS NOT REQUIRED TO BE GIVEN MORE THAN ONCE A YEAR. The Plan must provide the statement free of charge.

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

If your claim for a retirement benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. (See the Article in this Summary entitled "CLAIMS BY PARTICIPANTS AND BENEFICIARIES.")

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If the Plan's fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement, or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

IX. AMENDMENT AND TERMINATION OF YOUR PLAN

1. Amendment

The Trustees have the right to amend your Plan at any time. In no event, however, shall any amendment:

(a) authorize or permit any part of the plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries; or

(b) cause any part of your Plan assets to revert to the Employer.

2. Termination

The St. Paul Chapter of the National Electrical Contractors Association and Local 110 of the International Brotherhood of Electrical Workers have the right to terminate the Plan at any time though it is their intention that this Plan be permanent. Upon termination, all amounts credited to your account will be nonforfeitable. The Trustees may direct that either:

(a) benefits be distributed to you in one lump sum payment as soon as practicable; or

(b) the Trust created by the Plan be continued and benefits be distributed to you or your beneficiaries as if the Plan had not terminated. (See the Articles in this Summary entitled "BENEFITS UNDER YOUR PLAN.")