

MINNESOTA CERAMIC TILE AND ALLIED TRADES RETIREMENT FUND

SUMMARY PLAN DESCRIPTION

Effective January 1, 2004

P.O. Box 257
Minneapolis, Minnesota 55440-0257
(952) 832-4090
(800) 879-4412

BOARD OF TRUSTEES/ADMINISTRATOR

Employer Trustees:

Ronald C. Santrach
Eugene F. (Gene) Grazzini, Jr.
Michael Lapensky, Secretary
Lee Farrell

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Rodrick Schmidt
Kjell Schafer

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THIRD-PARTY ADMINISTRATOR FOR THE FUND

Zenith Administrators, Inc.
P.O. Box 257
Minneapolis, MN 55440-0257
(952) 832-4090
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To All Participating Employees:

This booklet has been published to provide you with an explanation of the Retirement Plan which became effective July 1, 1993, along with amendments to the Plan through January 1, 2003. Despite its length, we urge you to read this entire booklet. Please take the time and make an effort to understand your rights to benefits under the Retirement Plan. Your retirement plan is one of the most important aspects of your lifetime of financial planning. We also urge you to show the booklet to your family. It is important that your family is aware of your retirement benefits and the Plan's death benefit protection features. After you have read this booklet, please keep it in a safe place for future reference.

We, as Trustees, will continue to keep you advised of changes in the Plan's rules, regulations, and administration, as we continue to provide a greater measure of security for those of you who work many years in the industry. This can only be done if the Fund's Third-Party Administrator has your current address at all times. Accordingly, please notify the Fund's Third-Party Administrator of any address changes.

This booklet summarizes the Plan's major provisions; it is not the actual Retirement Plan document. You must refer to the full text of the Retirement Plan document to answer specific questions.

If you have any questions about your Retirement Fund benefits, then please contact the Fund's Third-Party Administrator, the staff of which will gladly assist you.

Zenith Administrators, Inc.
P.O. Box 257
Minneapolis, MN 55440-0257
(952) 832-4090
(800) 879-4412

Sincerely,

BOARD OF TRUSTEES

IMPORTANT TO REMEMBER

- ◆ Save this booklet. Put it in a safe place.
- ◆ Tell your family, particularly your spouse, about this booklet and where you keep it filed.
- ◆ If you lose your copy, you can ask the Fund for another copy.
- ◆ If you have worked in employment covered by the Retirement Plan and if you are leaving the industry without definite plans to return in the near future, then you may be entitled to a benefit payment. To protect your benefit rights, call or write the Fund.
- ◆ Notify the Fund promptly if you change your address. If the Fund is unable to reach you at your last address on record, then benefit payments may be delayed.
- ◆ Only the full Board of Trustees is authorized to interpret the Retirement Plan described in this booklet. No Employer or Union or any representative of any Employer or Union, in such capacity, is authorized to interpret the Retirement Plan, or this booklet, nor can any such person act as agent of the Trustees.

DEFINITIONS

1. Union.

Union means the Bricklayers & Allied Craftworkers Union Local No. 1 of Minnesota (Tile Layers and Tile Setters, Chapter 18), its predecessors and successors.

2. Contributing Employer/Employer.

A Contributing Employer or Employer is one who is required, according to a written collective bargaining or other agreement, to submit contributions to the Retirement Fund.

3. Employee.

An Employee is a person who works for a Contributing Employer, and for whose work the Contributing Employer is required to make contributions to the Retirement Fund.

4. Covered Employment.

Covered Employment is defined by the Constitution, Rules of Order, and Codes of the International Union of Bricklayers and Allied Craftworkers, as it is periodically amended for categories of work covered by a Collective Bargaining Agreement.

5. Hours Worked.

Hours Worked means the total of:

- (a) Each hour in Covered Employment for which you are paid, or entitled to be paid;
- (b) Each hour for which back pay is awarded or agreed to by an Employer, if the award or agreement is intended to compensate you for a period during which you would otherwise have been engaged in the performance of duties in Covered Employment.

6. Normal Retirement Age.

Normal Retirement Age is age 55.

7. Plan Year.

The Plan Year is the consecutive twelve (12) months from January 1 to December 31.

8. Fund.

Fund means the Trust Fund established under the Agreement and Declaration of Trust of the Minnesota Ceramic Tile and Allied Trades Retirement Trust, including subsequent amendments and restatements.

9. Plan.

Plan means the Retirement Plan document on which this booklet is based; i.e. Minnesota Ceramic Tile and Allied Trades Third Restated Retirement Plan, and any subsequent amendments and restatements.

PARTICIPATION

1. Initial Participation.

You are eligible to receive vesting credit when a Contributing Employer submits contributions for your Hours Worked in Covered Employment. You become a Participant on the date that you first work in Covered Employment for a Contributing Employer, and you continue to be a Participant, except as outlined in paragraph 2, below, for as long as you are so employed.

2. Termination of Participation.

You become ineligible for participation in the Plan when you cease to be employed by a Contributing Employer performing bargaining unit work, except as follows:

- (a) If you are granted a leave of absence by a Contributing Employer for a period of no longer than one (1) year, then you may continue to be a Participant during the absence period. If, however, the leave of absence is extended beyond one (1) year, then your participation terminates one (1) year from the date your leave of absence started.
- (b) If you are granted a special leave of absence for the purpose of entering the U.S. Armed Forces, then you may remain a Participant during the period of your absence (without the limitation of Subparagraph a, above), provided you actually enter the U. S. Armed Forces. If, however, you do not return to Covered Employment for a Contributing Employer within six (6) months after your U. S. Armed Forces service termination, then your participation in the Plan will terminate as of the date of your U. S. Armed Forces service termination. Contributions may be due to the Plan upon your return, as provided by federal law.
- (c) If you are granted a leave of absence by your Employer for a period of no more than twelve (12) weeks for reasons that qualify under the federal Family and Medical Leave Act, then you may remain a Participant during the period of your absence. If, however, you do not return to Covered Employment for a Contributing Employer within twelve (12) weeks after being granted the leave, then your participation in the Plan will terminate as of the date of the twelfth (12th) week.
- (d) Employees who continue to work at least 1,000 hours per year for an employer that contributes to this Plan are eligible to receive vesting service under this Plan's rules.

If your participation is terminated, then you will lose all sums in your account except for fully vested amounts.

CONTRIBUTIONS RATES

Employer Contributions.

A Contributing Employer is required to contribute to the Fund pursuant to a written agreement. If the above-referenced written agreement requires a Contributing Employer's Retirement Fund contribution to match a higher rate of compensation as a result of overtime (one and one-half times) or holiday/Sunday (two times) work, then your account will reflect the higher rate of contributions paid by the Contributing Employer(s).

VESTING

Vesting in Employer Contributions.

If you cease employment within one (1) year from the date that you became an Employee, then the entire amount standing to your account under the Plan will be forfeited to the Plan. The vesting schedule below identifies your rights during your first five (5) years of service. After the fifth (5th) year of service, you are fully vested.

<u>Years of Service</u>	<u>Vested Percentage</u>	<u>Forfeited Percentage</u>
less than 1	0%	100%
1	20%	80%
2	40%	60%
3	60%	40%
4	80%	20%
5	100%	0%

Effective November 1, 1991, a Year of Service for vesting purposes shall be any Plan Year during which you have completed at least 1,000 hours of service. Once you reach age 55, and if you continue working in Covered Employment, then you will have 100% in your Accrued Benefit.

ACCOUNTS AND INVESTMENTS

1. Allocation of Employer Contributions.

You will have your own account. Contributions made on your behalf by Contributing Employers in a Plan Year will be allocated to your account. You will be responsible for a pro rata share of the Fund's operating expense, which will be automatically deducted from your account.

2. Investments.

From a group of various investment choices that are offered by the Board of Trustees, you have the responsibility to select the investment(s), in which the contributions paid by your Contributing Employer(s) will be invested. The Board of Trustees provides you with a minimum of four (4) options, from which you will select for purposes of investment allocation. If you do not select an investment option, then your contributions will be allocated to a "lifestyle" account. The "lifestyle" account is described in materials provided by the Fund. Although the cash management account provides great safety, it usually offers a lower rate of return than the rates of return of the investment options offered by the Board of Trustees.

3. Investment Allocation Changes.

You may elect to change the allocation of your contributions. Upon your written request, the Fund will provide you with information regarding transferring investments.

4. Adjustment of Accounts.

Your account will be adjusted each December 31 (end of Plan fiscal year) to reflect the net income or loss to the Fund and the net appreciation (or depreciation) in the assets in your account for the year. This means that you (and all other participants) will share in the expenses which were experienced by the Fund each year, but appreciation and depreciation are based upon your individual investment selections.

BENEFITS

1. Amount of Benefit.

The benefit which you are entitled to receive is equal to the vested sum of the following:

- (a) The amount in your account under the Plan; or
- (b) Any amount which you are entitled to receive under any insurance or annuity policy purchased under the Plan in which you were the named insured or beneficiary. The Fund no longer offers these insurance policies, and they are not available for Participants to purchase.

2. Retirement Benefit.

The Normal Retirement Age under the Plan is fifty-five (55). You have the right to retire and receive a retirement benefit under the Plan after you become fifty-five (55) years old. You must give the Board of Trustees written notice within thirty (30) days from the date on which you intend to retire.

NOTE: If you are MARRIED, then your benefit will be paid in the form of a Husband-and-Wife Pension, unless you and your spouse reject this form of payment in writing.

When you retire, you may elect to have the amount credited to your account [the amount described in paragraph 1(a) above] paid to you in one of the following ways:

- (a) One lump-sum payment;
- (b) In installments over a fixed period of five (5) years;
- (c) Installments over your life expectancy; or
- (d) Installments over your remaining life.

Where a portion of your benefit is provided by an annuity contract (the amount outlined in paragraph 1(b), (c) and (d) in this section), the Trustees may distribute that portion in the same manner as the remainder of your benefit; they may provide the benefit in accordance with methods of distribution provided in the annuity contract; or they may assign the annuity contract directly to you.

3. Benefit on Total and Permanent Disability.

If you become totally and permanently disabled prior to reaching your Normal Retirement Age, you will become 100% vested in your account and you will be eligible to receive a benefit payable in the same manner as is the normal retirement benefit.

The Board of Trustees considers you to be totally and permanently disabled, if your disability, which occurred while you were an Employee, will continue for the rest of your life and it prevents you from working in Covered Employment.

4. Benefit on Other Termination of Employment.

If you quit employment with a Contributing Employer, or if you are terminated as an Employee (not because of retirement, total and permanent disability, or death), then your benefit will be paid to you in one lump sum payment no earlier than the one (1) year anniversary date your status as an Employee changes.

5. Death Benefits.

If you die, then your benefit will become immediately payable to your designated beneficiary. If, however, you have designated that the benefit is to be made in installment payments, then the payments will be made according to your designation.

Upon becoming a Participant, you must file with the Board of Trustees a form which designates your beneficiary who is to receive the Plan's death benefit. This form will also specify whether the payments are to be made in a lump sum or in installments over a particular period. You have the right to change this designation at any time, but the change must be made in writing. If you fail to file this form, or if the designated beneficiary dies before the benefit is to be paid, then the payment will be made to your estate.

If you are married and die before retiring, then your spouse may be eligible for a Pre-Retirement Surviving Spouse Annuity as follows:

- (a) You must have an account balance greater than \$5,000.00;
- (b) You and your spouse must have been married to each other for the one (1) year period ending on the date of your death.

Your spouse can request that the account balance be used to create payments over a period of time, as described in paragraph two (2) above, or can elect a lump-sum payment. If you are married at least one (1) year, then any beneficiary designation other than your spouse is ineffective, unless your spouse consents in the presence of a notary public.

6. Inability to Locate Participant or Beneficiary.

The Board of Trustees will make a diligent effort to make benefit payments in accordance with the Plan. If, however, a benefit cannot be paid because the identity or whereabouts of the recipient is unknown within six (6) years after the benefit becomes due, then the benefit will be forfeited to the Plan. Once the benefit is forfeited, you may apply to the Board of Trustees to restore the benefit.

7. Qualified Domestic Relations Orders

If you divorce while you are a Plan participant, this section applies with respect to your ex-spouse's or children's rights relating to your Plan Account. Upon qualification of a Qualified Domestic Relations Order ("QDRO"), the Board of Trustees shall permit an Alternate Payee (typically your former spouse or child) to apply for and receive the benefits described in the QDRO without reference to the one year waiting period. Benefits will be payable pursuant of the QDRO thirty (30) days after the qualification of the QDRO and receipt of written application for benefits by the Alternate Payee.

PARTICIPANT RECORD KEEPING: DAILY VALUATION

The Board of Trustees has engaged the services of LarsonAllen Financial to provide you with daily valuation capability. LarsonAllen Financial offers the integration of daily processing experience, compliance expertise and current technology capabilities to bring your Plan quality and flexible administration.

LarsonAllen Financial daily valuation services include:

1. Participant level record keeping, with daily account updates to reflect all transaction activity and current account values.
2. Toll-free 24 hour Voice Response Unit (VRU) and internet site offer account information and account transactions at any time.
3. Internet module for the Board of Trustees for customized reporting and data transfer.
4. Same day/late day trading for eligible funds through trading alliances.
5. Account team of Plan administrator, administration manager and account manager.

LarsonAllen Financial daily valuation services offer the following benefits:

1. More flexibility for you to manage your Plan account to meet your individual goals.
2. Immediate access to current account information through VRU and the LarsonAllen website.
3. Flexible and customized reporting for the Board of Trustees.
4. On-demand transactions, rather than quarterly or annual changes.
5. Reduced paperwork through the use of VRU and internet technology.
6. Quick response time for your transactions and quarterly statements.

APPLICATION FOR RETIREMENT BENEFITS

1. Retirement Application.

All applications for retirement benefits must be submitted to and approved by the Board of Trustees. Board Meetings are held the first Thursday of February, May, August, and November. To request a Retirement Benefit Application (which includes a spousal consent), you must write, call, or visit the Fund at the address shown in this booklet. You must complete, sign, and send your Application, together with proof of date of birth, to the Fund. If you are applying for a disability pension, then you must also submit a doctor's statement or other satisfactory proof of disability.

2. Appeal of Denial of Benefits.

If you or your Beneficiary's Application for Retirement Benefits is denied in full or in part, the Board of Trustees will inform you or your Beneficiary in writing. The Board of Trustees will also state the reason for the denial, and it will state the procedure of how to appeal the denial.

APPEAL PROCEDURE

Retirement Benefit Claims Based on Total Disability

The following procedures for claims for benefits and appeals apply only in situations where your benefit eligibility is based on your total disability.

How to File a Claim for Retirement Benefits Based on Total Disability

A “claim for benefits” is a request for the Fund to pay retirement benefits under the Plan if your eligibility is based on being totally disabled. In order to file a claim for benefits, you must submit a completed claim form. Claim forms may be obtained from the Fund by calling (952) 832-4090 or Toll Free (800) 879-4412.

The following procedures apply in order for the Fund to decide a claim for benefits:

- ◆ Obtain a claim form.
- ◆ Complete the participant’s portion of the claim form.

To speed the processing of a claim, you must check the claim form to be certain that all applicable portions of the form are completed. Failure to provide all of the necessary information will cause delay in payment of the claim.

Where Claims Must Be Filed

A claim for retirement benefits will be considered to have been filed on the date the Fund receives the claim. All claims for retirement benefits based on total disability should be sent to the following address:

Minnesota Ceramic Tile & Allied Trades Retirement Fund
c/o Zenith Administrators, Inc.
P.O. Box 257
Minneapolis, Minnesota 55440

Time of Payment of Claims

The Fund will pay benefits under the Plan as soon as reasonably possible after it receives your claim.

Discretionary Authority of Fund Board of Trustees

In carrying out responsibilities under the Fund, the Board of Trustees, other Fund fiduciaries and individuals to whom responsibility for Fund administration has been delegated, have discretionary authority to interpret the terms of the Plan document and this Plan document, to interpret facts relevant to the benefit claim determination, and to determine eligibility and entitlement to benefits. Any interpretation or determination made under this discretionary authority has full force and effect, unless it can be shown that the interpretation or determination was arbitrary and capricious.

Authorized Representatives

An authorized representative, such as your spouse, may complete the claim form if you are unable to complete the form, and you have previously designated the individual to act on your behalf. The Fund will provide a form designating an authorized representative to act on your behalf. The Fund may request additional information to verify that this person is authorized to act accordingly.

Fund Determination of a Claim for Benefits

The Fund will notify you of its decision on a claim for retirement benefits based on total disability within 45 days after the Fund's receipt of your claim. The Fund may extend the date for rendering an initial decision by two separate periods up to 30 days each, provided any extension is necessary due to matters beyond the Fund's control. If an extension is necessary, then the Fund is required to notify you before the end of the initial 45-day period if the first extension is utilized, and prior to 75 days if the second extension is utilized, of the circumstances requiring the extension of time and the date by which the Fund expects to make its decision.

If an extension is needed because the Fund needs additional information, then the extension notice will state the information needed. In that case you will have 45 days from receipt of the extension notice to supply the additional information. If you do not provide the information within 45 days, then the Fund will deny the claim. During the period in which you are allowed to supply additional information, the normal period for making a decision on the claim will be suspended. The deadline is suspended from the date of the extension notice until either 45 days or until the date you respond to the request (whichever is earlier). Upon receipt of the additional information, the Fund has 30 days to make a decision on the claim and notify you of its decision.

Notice of Denial of Claim (Adverse Benefit Determination)

The Fund must provide you with a notice of its initial determination about the claim within the above-referenced timeframes after it receives the claim form. If the Fund denies a claim for benefits, then the Fund must provide a determination notice stating the following information:

1. The specific reason or reasons for the denial of benefits or other adverse benefit determination;
2. A specific reference to the pertinent provisions of the Fund upon which the decision is based;
3. A description of any additional material or information that is needed to process the claim and an explanation of why the information is needed;
4. A copy of the Fund's appeal procedures and time periods to appeal the claim, plus a statement that you may bring a lawsuit under ERISA Section 502(a) following the appeal of the claim; and
5. A copy of any internal rule, guideline, protocol or similar criteria that was relied on or a statement that a copy is available to you at no cost upon request.

Right to Appeal the Fund's Denial of a Claim

You have the right to a full and fair review of denied claims for benefits on appeal. You must submit a written appeal to the Fund within 180 days after receipt of the denial notice. You may submit any document you feel appropriate, and you may submit written issues and comments as to why you believe the claim denial was incorrect.

Appeal Process

The appeal process works as follows:

You have the right to submit additional materials, including any comments, statements or documents.

You have the right to review documents relevant to the claim. A document, record or other information is relevant if:

- ◆ the Fund relied on it in making the denial;
- ◆ it was submitted, considered or generated in the course of making the denial (regardless of whether it was relied upon);
- ◆ it demonstrates compliance with the Fund's administrative processes for ensuring consistent decision-making; or
- ◆ it constitutes a statement of Fund policy regarding the denied benefit.

Upon a written request, the Fund will provide the identification of medical or vocational experts, if any, who provided advice to the Fund on the claim, regardless of whether the Fund relied on such advice in denying the claim.

You have the right to have legal counsel or a personal representative in the appeal process.

A different person (or persons) will review your appeal other than the one who initially denied your claim. The reviewer will not give deference to the initial adverse benefit determination. The decision on appeal will be made on the basis of the record, including such additional documents and comments submitted to the Fund on appeal.

If the claim was denied on the basis of a medical judgment, then the Fund will consult with a health care professional who has appropriate training and experience in a relevant field of medicine.

Timing of Notice of Decision on Appeal

Ordinarily, decisions on appeals will be made at the next regularly scheduled meeting of the Board of Trustees following receipt of a request for appeal. However, if the appeal is received within 30 days of the next regularly scheduled meeting, then the appeal will be considered at the following regularly scheduled meeting of the Board of Trustees. In special circumstances, a delay until the third regularly scheduled meeting following receipt of the appeal may be necessary. The Fund will notify you in advance if any extension will be necessary. Once the Fund reaches a decision on the appeal, the Fund will notify you of the decision as soon as possible, but no later than five (5) days after the date when the Fund reaches its decision.

Notice of Decision on Appeal

The Fund will notify you in writing of its decision on the appeal. If the Fund denies the appeal, then the notice of a denial of a claim on review will state:

- ◆ The specific reason(s) for the determination;
- ◆ Reference to the specific Fund provision(s) on which the determination is based;
- ◆ A statement that you are entitled to receive reasonable access to and copies of all documents relevant to the claim, upon request and free of charge; and
- ◆ A statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

If the Fund relied on an internal rule, guideline or protocol, then the Fund will send you at no charge and upon request either a copy of the rule, guideline or protocol.

Legal Actions

You may not start a lawsuit to obtain benefits until after you have appealed the Fund's adverse determination and the Fund has reached a final decision on that particular appeal, or until the appropriate time frame described above has elapsed since you filed an appeal and you have not received a final decision or notice that an extension will be necessary to reach a final decision. Any lawsuit brought upon appeal of the Fund's denial of your claim for benefits is governed by the applicable statute of limitations.

FOR ALL OTHER APPEALS:

The procedures set out in this section are the procedures available to you or your Beneficiary to appeal an action of the Board of Trustees. Appeals relating to the denial of a claim for benefits based on your total disability are not discussed in this section. You must go to the previous section for the rules governing appeals relating to the denial of claims based on your total disability.

(a) Step One

If you or your Beneficiary wants to appeal a decision of the Board of Trustees, you must file a written request with the Board of Trustees at the Fund within sixty (60) days of receiving the Board's decision. The Board will then conduct a hearing on the matter, which you or your Beneficiary may attend to present your position and any evidence. You or your Beneficiary may be represented at this hearing by an attorney or any other representative of your own choosing. After the hearing, the Board of Trustees will issue a written decision affirming, modifying, or setting aside the decision.

(b) Step Two

If you or your Beneficiary is dissatisfied with the written decision of the Board of Trustees after Step One, then you may appeal the matter to arbitration by submitting a written request for arbitration to the Board within sixty (60) days after receipt of the written decision after Step One. Arbitration will be held in accordance with the Rules of the Uniform Arbitration Act (Chapter 572 of the Minnesota Statutes). At the time that you submit your request for arbitration, you must also name your member of the arbitration panel. The two arbitrators selected by you or your Beneficiary and the Board of Trustees will then agree on a neutral party to act as Chairman of the arbitration panel. If the two arbitrators cannot agree upon a neutral member, then either party may request the Federal Bureau of Mediation for a list of five (5) neutral arbitrators. Each party will then alternately strike two (2) names from the list and the remaining person will act as the Chairman of the arbitration panel. The order of striking names will be determined by flipping a coin. Each party will pay the fees and expenses of their member of the arbitration panel. The neutral arbitrator's fees and expenses will be shared equally, unless the panel, in its award, assesses the expenses against one or the other of the parties. The decision of the arbitration panel shall be final and binding upon the Board of Trustees and upon the appealing party.

GENERAL QUESTIONS AND ANSWERS

1. What is the Retirement Fund?

The Retirement Fund is a legal Trust Fund set up for the purpose of providing retirement benefits. The Agreement and Declaration of Trust dated October 1, 1966, as amended, establishes the Retirement Fund. The Trust Agreement and the Retirement Plan document govern its operation.

2. What is the Retirement Plan?

The Retirement Plan is a document containing the legal text of the Plan as approved by the Internal Revenue Service. Your rights to benefits are governed by the terms of the Retirement Plan. This booklet is a summary of the Plan's major provisions. If a Participant wishes to examine or receive a copy of the Retirement Plan document, then you may request the Fund to send you a copy.

3. Who Administers the Fund?

A Board of Trustees, which serves without any compensation, acts on behalf of all of the Participants in managing all aspects of the Retirement Fund's operations. This Board is made up of an equal number of Union Trustees and Employer Trustees, whose powers and duties are set forth in the legal document called the Minnesota Ceramic Tile and Allied Trades Agreement and Declaration of Trust, and its amendments and restatements.

4. Who Pays the Cost of the Retirement Plan?

The cost of the Plan is paid by the Contributing Employers who contribute to the Retirement Fund in accordance with their written agreements with the Union.

5. May I assign my right to receive benefits from the Fund?

No. Benefits cannot be sold, assigned or pledged as a security for a loan.

6. May I Receive Benefits If I Move Outside the United States?

Yes, but you must check with the Fund before moving, because there are certain restrictions. The Fund should always have your full and correct mailing address.

7. May I Receive Social Security Benefits in Addition to Those Provided By This Plan?

Yes. Social Security Benefits paid by the Social Security Administration are independent of this Plan.

8. When May I Obtain a Statement of Earned Benefits?

Statements of benefits earned are issued four times a year for active Participants.

IMPORTANT FACTS ABOUT THE PLAN

1. Plan Name.

This Plan is known as the Minnesota Ceramic Tile and Allied Trades Retirement Plan.

2. Board of Trustees.

A Board of Trustees is responsible for the operation of this Plan. The Board of Trustees consists of an equal number of Employer and Union representatives selected by the Employers and the Union, which have entered into Collective Bargaining Agreements. If you wish to contact the Board of Trustees, then you may use the address and telephone number below:

Board of Trustees
Minnesota Ceramic Tile and Allied Trades Retirement Plan
P.O. Box 257
Minneapolis, MN 55440-0257
Telephone (952) 832-4090
Toll Free (800) 879-4412

The Board of Trustees is the Plan Sponsor.

Employer Trustees

Ronald C. Santrach
Eugene F. (Gene) Grazzini, Jr.
Michael Lapensky, Secretary
Lee Farrell

Union Trustees

Michael Hawthorne, Chairman
Ronald Nierenhausen
Rodrick Schmidt
Kjell Schafer

3. Third-Party Administrator.

The Plan's current Third-Party Administrator is Zenith Administrators, Inc., P.O. Box 257, Minneapolis, Minnesota, 55440-0257; telephone number (952) 832-4090, toll free (800) 879-4412.

4. Identification Numbers.

The number assigned to this Plan by the Board of Trustees pursuant to Instructions of the Internal Revenue Service is 001.

The Employer Identification Number (EIN) assigned to the Board of Trustees by the Internal Revenue Service is 41-6059404.

5. Agent for Service of Legal Process.

Peter M. Rosene, Esq. is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon Peter M. Rosene, Esq. at Rosene, Haugrud & Staab, Chartered, 400 Robert Street North, Suite #1800, St. Paul, Minnesota, 55101. However, legal process may also be served upon any individual Trustee or the Plan's Third-Party Administrator.

6. Collective Bargaining Agreements.

This Plan is maintained pursuant to written Collective Bargaining Agreements between the Employers and the Union.

The Fund will provide you, upon written request, information as to whether a particular employer is a Contributing Employer to the Plan.

7. Source of Contributions.

The benefits described in this booklet are provided through Employer contributions. The amount of Employer contributions and the extent of the Employer's reporting and payment obligations are determined by the provisions of the applicable Collective Bargaining Agreement.

8. Retirement Plan Assets and Reserves.

All assets are held in trust by the Board of Trustees for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses. The Retirement Plan's assets and reserves are currently invested at the American Funds, Inc.

9. Plan Year.

The records of the Plan are kept separately for each Plan Year. The Plan Year begins on January 1 and ends on December 31. The Plan's fiscal year is January 1 through December 31.

10. Type of Plan.

This is a defined contribution money purchase pension plan maintained for the purpose of providing retirement benefits to eligible Participants.

11. Eligibility and Benefits.

The types of benefits provided and the Plan's requirements with respect to eligibility as well as circumstances that may result in disqualifications, ineligibility, or denial or loss of any benefits are fully described in this booklet.

12. Pension Benefit Guaranty Corporation.

The benefits under the Plan are not insured by the U. S. Government's Pension Benefit Guaranty Corporation (PBGC). The PBGC's termination insurance program does not apply to any plan which is an "individual account plan" as that term is defined in ERISA. This plan is a money-purchase defined contribution plan and, as such, is an individual account plan.

13. Rights and Responsibilities.

As someone who is eligible for benefits from this Plan, you are aware of the fact that the benefits are paid in accordance with Plan provisions out of a trust fund which is used solely for that purpose. If you have any questions or problems as to benefit payments, then you have the right to get answers from the Board of Trustees.

The same basic rights have now been incorporated in the Employee Retirement Income Security Act, which Congress adopted in 1974, for application to all employee benefit plans. Those rights are set forth in the following section.

SUMMARY OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a Participant in the Minnesota Ceramic Tile and Allied Trades Retirement 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 Plan Administrator's office and at other specified locations, such as worksites and union halls all documents governing the Plan, including insurance contracts, Collective Bargaining Agreements, and a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain upon written request to the Plan Administrator copies of documents governing the operation of the Plan, including insurance contracts and Collective Bargaining Agreements, and copies of the latest annual report (form 5500 series) and updated Summary Plan Descriptions. The administrator may make a reasonable charge for the copies.

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

Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 55) and, if so, what your benefits would be under the Plan at normal retirement age if you stop working now. If you do not have a right to a retirement benefit, the statement will state how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge. The Plan will provide this information to the extent it is able to be based on available records.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who have the responsibility 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 an Employer, the Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement benefit is denied or ignored in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, then you may file suit in 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in either 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 federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds the claim frivolous.

Assistance with Your Questions

If you have any questions about your Plan you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Administration (f/k/a Pension and Welfare Benefits Administration), U. S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

