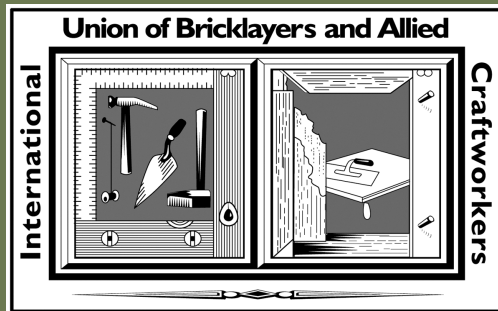


INTERNATIONAL UNIONS OF
BRICKLAYERS & ALLIED CRAFTWORKERS
LOCAL 1 MINNESOTA AND NORTH DAKOTA CHAPTER 3
AND INSULATORS LOCAL 49
RETIREMENT FUND



Summary Plan Description

January 1, 2008

**BRICKLAYERS & ALLIED CRAFT WORKERS
LOCAL 1 MINNESOTA AND NORTH DAKOTA CHAPTER 3
AND INSULATORS LOCAL 49 RETIREMENT FUND**

BOARD OF TRUSTEES

Union Trustees

Jim Stebe
Stan Paczynski
Daniel Briski
Dick Webber
Michael Hawthorne

Employer Trustees

Michael Coughlan
Roger Anderson
Brad Hansen

ADMINISTRATOR

Wilson-McShane Corporation
2002 London Road, Suite 300
Duluth, MN 55812
218-728-4231
800-570-1012

COUNSEL TO THE FUND

Timothy W. Andrew
Andrew & Bransky, P.A.
302 West Superior Street, Suite 300
Duluth, MN 55802
218-722-1764

Important Notice: Only the full Board of Trustees is authorized to interpret the Plan of Benefits described in this booklet. The Trustees have discretionary authority to determine eligibility for benefits and to construe the terms of the Plan including doubtful or disputed terms or provisions. Benefits under this Plan will be paid only if the Trustees decide in their discretion that the applicant is entitled to them. No employer or union or any representative of any employer or union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees.

TABLE OF CONTENTS

ABOUT THE RETIREMENT PLAN	2
DEFINITIONS	2
BECOMING A PARTICIPANT	3
ACCOUNTS AND VALUATION	4
BENEFITS AND METHODS OF PAYMENTS	4
PENSION APPLICATION	8
DENIAL OF BENEFITS	9
QUALIFIED DOMESTIC RELATIONS ORDERS	10
GENERAL QUESTIONS AND ANSWERS	11
IMPORTANT FACTS	11
STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974	14

MESSAGE FROM THE BOARD OF TRUSTEES

The benefits provided by your Retirement Fund are the result of the cooperative effort of your Local Union and employer through the collective bargaining process. As a result of that process the Union members will share in retirement, disability, survivor and death benefits paid by the Fund.

In order to understand more fully the matters discussed in this description you need a general idea of how the Plan works. Contributions are made in the amount required by labor contracts with Bricklayers & Allied Craft Workers Union Local 1 MN & ND Chapter 3 and the International Association of Heat and Frost Insulators and Asbestos Workers Local 49. An individual account record is established in the name of each Participant which shows the amount of contributions made on his/her behalf. The amounts contributed are invested by the Plan Trustees and any gain or loss from Plan investments is credited to the individual accounts of Participants on a pro rata basis and administrative expenses are allocated among all accounts.

This booklet is about the three basic types of benefits provided by your Fund. These benefits are:

- Retirement benefits
- Survivor – death benefits
- Disability benefits

The benefits you ultimately receive depend primarily upon the amount of contributions credited to your account in the Plan and the return on investments.

The Trustees will keep you advised of any changes in the Plan, as they continue in their efforts to provide a greater measure of security for those who work as Union Bricklayers and Insulators. Remember, however you can be kept up to date only if the Fund Office has your current address on record at all times.

We urge you to invest the time to read this booklet so you can learn about the Plan. If you have any questions about this booklet or eligibility for your benefits, please contact the Fund Office.

Sincerely,

Board of Trustees, Bricklayers & Allied Craft Workers Local 1 MN & ND Chapter 3 and Insulators Local 49 Retirement Fund

Union Trustees

Jim Stebe
Stan Paczynski
Daniel Briski
Dick Webber
Michael Hawthorne

Employer Trustees

Michael Coughlan
Roger Anderson
Brad Hansen

ABOUT THE RETIREMENT PLAN

1. The Retirement Plan was established under an Agreement and Declaration of Trust dated April 16, 1997. The Trust Agreement is between Bricklayers & Allied Craft Workers Local 1 MN & ND Chapter 3 and the Duluth Contractors Association.
2. The Retirement Fund is administered by a Board of Trustees that serves without compensation and acts on behalf of you and your fellow members in managing the Fund's operations. This Board is made up of an equal number of union and employer representatives whose powers and duties are set forth in the Agreement and Declaration of Trust.
3. The cost of the Pension Plan is paid by participating employers who make contributions to the Pension Fund as required under collective bargaining agreements with your Union. No employee contributions are required or accepted.
4. This is merely a summary of the plan. The complete legal text of the plan is contained in the Retirement Plan document which is available to you at the Fund Office. In case of conflict between this Summary and the full text of the Plan, the provisions of the full legal Plan document are controlling. Thus, if you have any questions about the benefits described in this Summary, you are urged to contact the Fund Office.
5. Notify the Fund Office promptly if you change your address.

DEFINITIONS

The following definitions of terms used in the Plan may be helpful in understanding the benefits which are provided and your rights.

Union

When reference is made to the Union, it means Bricklayers & Allied Craft Workers Local 1 Minnesota and North Dakota Chapter 3, or International Association of Heat and Frost Insulators and Asbestos Workers Local 49.

Disability

A physical or mental impairment by reason of which makes you become eligible for Social Security disability benefits.

Employers

If the employer you work for contributes to the Retirement Fund in accordance with a written agreement providing for such contributions, he is an employer under the Plan.

Employee

If you work for an employer who pays contributions to the Fund based on your work in accordance with a written agreement providing for such contributions, you are an employee covered by the Plan.

Vested

This term is used to refer to an employee who is either working in covered employment or who has left covered employment and who is eligible to receive a nonforfeitable pension upon reaching retirement age.

Retirement

The period after you qualify for a pension under the Plan and start to receive monthly pension payments is considered retirement. To be considered in retirement, there are certain types of employment which are prohibited.

Plan Year

The Plan Year is the calendar year ending December 31.

ERISA

ERISA means the Employee Retirement Income Security Act of 1974.

BECOMING A PARTICIPANT

You will become a Participant on the first day of work for which contributions are made to the Fund by an Employer pursuant to a labor contract with Bricklayers & Allied Craft Workers Local 1 Minnesota and North Dakota Chapter 3 or International Association of Heat and Frost Insulators and Asbestos Workers Local 49.

The amount to be contributed is determined by the labor contract between your Employer and your Union. No contributions are required or permitted by Employees.

All contributions from the Employers are put into a Trust Fund to be held and invested by the Trustees. No part of the Trust Fund, including any earnings or income, is taxable until the money is taken from the Trust.

ACCOUNTS AND VALUATION

As a Participant in the Plan, you will have an individual account to which will be credited contributions on your behalf, and your share of the earnings and expenses of the Fund.

Each December 31 your account will be “adjusted” to show your share of any earnings, losses, or expenses of the Fund for the year. This “adjustment” is a three-step process.

First, investment earnings (or losses) and investment expenses will be allocated to your account in the proportion that your account’s average balance for the year bears to the sum of the average balances for all accounts. Second, all administrative expenses (except investment expenses) incurred during the year are charged against each account on an equal basis, regardless of the amount in the account. Third, your account will be credited with employer contributions for the year.

Each year, after this three-step adjustment, you will receive a statement telling you the new balance in your account.

BENEFITS AND METHODS OF PAYMENTS

Normal and Early Retirement

Normal Retirement Date is the first of the month after your 62nd birthday. However, Early Retirement is permitted after age 55 and later retirement is also permitted.

Vesting

You are vested in all amounts credited to your Account. This means you have a nonforfeitable right to what is credited to your account regardless of your years of employment under the Plan.

If you become permanently disabled or die, you or your beneficiary will be entitled to the entire amount credited to your account.

If you leave permanent employment in the trade and jurisdiction and leave for any reason other than retirement, disability or death, you will be entitled to Termination of Service Benefits under conditions discussed below.

Payment of Retirement and Disability Benefits

The normal method of payment of your account at retirement shall be a Qualified Joint and Survivor Annuity (QJSA) unless you and your spouse in writing, signed by each of you before a Notary Public, reject this form of benefit.

If the QJSA is rejected, you are not married, or your total benefit is less than \$1,000, the normal method of payment of your account is in a single lump sum.

If you become totally and permanently disabled, your account will be paid to you by one of the methods used to pay retirement benefits.

The Plan itself does not pay the joint and survivor annuity (QJSA). You may select one of those companies which pays a monthly benefit during your life and the life of your spouse based on the amount in your account at retirement and the ages of you and your spouse.

Death Benefits

If you die either before or after retirement, your beneficiary will receive the net value remaining in your account in a lump sum after the Trustees receive proof of your death. The Trustees will supply you with forms on which you may select the beneficiary you want to receive any death benefits due, and you may change such beneficiary selection at any time before your death. If for some reason there is no beneficiary properly selected, any death benefits due will be paid to your spouse, if living, and if not in equal shares to your children and if none to your estate. Provided, however, if you are married federal law requires that your beneficiary shall be your spouse unless she/he consents in writing signed before a Notary Public to the designation of a different person as your beneficiary.

Termination Benefits – When and How Payable

You may receive the net value of your account as Termination of Service Benefits if you are no longer employed in the Bricklayers & Allied Craft Workers Trade or Craft within the jurisdiction of Local Union 1 Minnesota and North Dakota Chapter 3 or are no longer employed in the Insulators Trade or Craft within the jurisdiction of Local 49, and:

- a) You are no longer a member of either Local 1, Chapter 3 or Local 49 and no contributions have been received by the Fund on your behalf for 36 consecutive calendar months; or
- b) If you were not a member of the Locals and no contributions have been received on your behalf for six consecutive calendar months.

If eligible for Termination Benefits they will be payable upon application in a lump sum. Payment of Termination Benefits is no later than 60 days after the close of the

Plan Year in which your Termination of Service occurs, provided, if your account balance exceeds \$1,000.00 you may elect to defer the payment of benefits to the close of a subsequent Plan Year but not later than the close of the year in which you attain age 62. You should note a termination administration fee is deducted from your first payment in a uniform amount as set by the Trustees to defray expenses in connection with Termination benefits.

Financial Hardship Distribution

When you have a demonstrable financial hardship you may apply for all or a portion of your retirement account. Upon application the Fund will make financial hardship distributions provided the Participant meets the Fund's standards for such distributions. In order to be entitled to a hardship distribution you must present evidence to the Trustees in a written application showing that you have a demonstrable financial hardship, the amount you need to meet this immediate and heavy financial need caused by the hardship, and that it is not available to you from other sources.

In addition, the immediate and heavy need must result from:

- Medical expenses previously incurred by you, your spouse, your dependents, or the person you have selected as the beneficiary of your death benefit from the Fund. Medical expenses will only be paid if the amount you need to meet the hardship exceeds \$1,000.00;
- The purchase of your principal residence (not monthly mortgage payments). Only one such distribution allowed per lifetime;
- Payments are necessary to prevent foreclosure on a mortgage on your principal residence but no more often than once every 12 months;
- Payment of tuition and related educational fees for post secondary education for you, your spouse, your dependents or the person you have selected as the beneficiary of your death benefit from the Fund. The expenses are payable once per quarter or semester but for no more than the tuition or fees needed for the quarter or semester.

No hardship distribution may exceed the amount required to meet the immediate financial need created by the hardship and not reasonably available to you from other sources. Hardship distributions will be made through joint checks payable to you and the person or entity receiving the proceeds of the hardship

distribution (i.e., medical provider, home seller, mortgage lender or educational institution).

If you are married written consent of your spouse is required for a financial hardship distribution.

The Trustees will make the final determination on whether a demonstrable financial hardship exists, what amount is required to meet the immediate financial need created by the hardship, and whether you have any other reasonably available sources to satisfy the need.

Any financial hardship distribution you receive in a Plan Year is subtracted from the value of your individual account balance as of the beginning of the year for purposes of determining your account's share of the Plan's investment earnings (or losses) for the year. **Accordingly, the amount you receive as a financial hardship will not be credited with any investment earnings, regardless of when during the Plan Year you received the distribution.**

Withdrawals before age 59½ are subject to a 10% IRS tax penalty, except under certain circumstances specified under IRA regulations. Please consult your own professional tax advisor regarding the tax consequences of any pre-age 59½ withdrawal or distribution. In addition, withholding of income tax of 20% is required by federal law.

Rollover Distributions

You, your surviving spouse, or a former spouse that is an alternate payee under a Qualified Domestic Relations Order may elect in the manner prescribed by the Trustees to have all or any part of an eligible rollover distribution paid directly to an eligible retirement plan or IRA. Federal tax withholding is required at the rate of 20% on any distribution that is eligible to be rolled over but that is not transferred directly to an eligible transferee. A written explanation of the rollover option can be obtained from the Fund Office.

PENSION APPLICATION

How Do I Get an Application for Benefits:

You can receive an application by writing, calling or visiting the Fund Office at:

Wilson-McShane Corporation
Bricklayers & Allied Craft Workers
Local 1 Minnesota and North Dakota Chapter 3 and
Insulators Local 49 Retirement Fund
2002 London Road, Suite 300
Duluth MN 55812
218-728-4231
800-570-1012

If you need help in completing your application the staff at the Fund Office will assist you.

When Should I Apply for My Retirement Benefits?

You should file your application with the Trustees at the address of the Fund Office at least three months in advance of the date you expect your benefit to begin. If you delay in filing your application, the payment of your benefit might be delayed too.

Must Proof of Age and Marital Status be Submitted with the Application?

Yes. Instructions describing the types of acceptable proof of age will be given to you with your application. You will also be asked to submit proof of your marriage.

Who Will Decide if I Am Eligible for Benefits?

The Board of Trustees who are bound by the rules of the Plan will decide if you meet the eligibility requirements for benefits. The Trustees will review the documents you submit with your application and have the sole authority to interpret and construe the terms of the Plan and Trust documents and determine eligibility.

How Does a Surviving Spouse or Beneficiary File for Benefits?

As soon as possible after the death of the Participant, the Fund Office should be contacted to request instructions about filing an application for the appropriate death benefits. A copy of the Participant's death certificate must be filed.

DENIAL OF BENEFITS

How Will I Know if My Pension Application Is Denied?

If your claim for benefits is wholly or partially denied, you will receive a written notice of denial which will contain the following information:

- The specific reason for the denial with specific reference to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such materials are necessary;
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of your right to bring a civil action under §502(a) of ERISA following the denial of an appeal by the Board of Trustees.

The Notice of Denial shall be given within a reasonable period of time but no later than ninety (90) days after the claim is filed, unless special circumstances require an extension of time for processing the claim. If such extension is required, you will be sent written notice before the expiration of the initial 90 day period, stating the special circumstances requiring the extension and the date by which a decision on the claim can be expected. In no event shall such extension exceed 90 days from the end of the initial 90 day period.

If my Claim for Benefits is Denied, What are my Rights to Appeal?

Within sixty (60) days after receipt of a written notification of denial, you or your authorized representative may request a review of the claim by filing a written appeal with the Board of Trustees. You or your authorized representative will have the opportunity to meet in person with the Trustees at a date and time designated by the Trustees and also submit written comments, documents, records and other information relating to the claim for benefits.

Upon receipt of an appeal of an adverse benefit determination, the Trustees or a committee appointed by the Trustees and authorized to act on such an appeal, shall proceed to review the administrative file, including the written appeal. All comments, documents, records and other information submitted by you relating to the claim will be taken into account without regard to whether such information was submitted or considered in the initial benefit determination.

A decision by the Trustees shall be made at the next succeeding regular Trustees' meeting following your appeal, except an appeal received within thirty (30) days preceding the date of such meeting. In such case, a benefit determination may be made no later than the date of the second meeting following the Plan's receipt of the appeal. If special circumstances require a further extension of time for processing, a benefit determination will be made no later than the third meeting following receipt of the

appeal. Notification of the extension shall be sent to you prior to the commencement of the extension describing the special circumstances and the date by which the benefit determination will be made. You shall be notified of the decision of the Trustees in writing within five (5) days after the benefit determination is made or within sixty (60) days after you file your appeal, whichever is later.

Any notice of an adverse benefit determination will include (1) the specific reason or reasons for the adverse determination; (2) reference to the specific Plan provisions on which the benefit determination is based; (3) a statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to your claim; (4) a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures; and (5) a statement of your right to bring an action under §502(a) of ERISA. The decision of the Board of Trustees shall be in writing.

In the event you desire additional time to present evidence in support of your appeal, you may request such additional time in writing. The Trustees shall grant your written request for additional time necessary to perfect an appeal, provided the written request is received before the Trustees issue their decision. Request for additional time and requests to submit additional information received after the Trustees' decision has been rendered shall be denied, unless the Trustees, in their sole discretion, determine that the information is material to the appeal and could not have been provided earlier.

The Trustees have full discretionary authority to interpret all Trust Agreement or Plan documents and to make all factual determinations concerning any claim or right asserted under or against the Plan or Trust Fund. In all cases, benefits under this Plan will be paid only if the Board of Trustees (or a committee of the Board) decides in its discretion that you are entitled to them.

The decision of the Board of Trustees on an appeal or the denial of an appeal after the right to review has been waived shall be final and binding upon all parties, including you. No lawsuit may be filed without first exhausting the above appeals procedure. In any such lawsuit, the determinations of the Trustees are subject to judicial review only for abuse of discretion. No legal action may be commenced or maintained against the Plan more than two (2) years after a claim has been denied.

QUALIFIED DOMESTIC RELATIONS ORDERS

What Are the Rights of (former) Divorced Spouses?

Federal law provides that in the event of divorce, your former spouse may have a right to receive some portion of your retirement benefits directly from the Fund. In connection with a divorce or property settlement agreement, a court may direct that a portion of your retirement benefit be paid to your former spouse. The Fund will recognize such a court order and make direct payments to your former spouse, only if it is a "qualified domestic relations order" ("QDRO") as required by federal law. The Fund

has written procedures for notifying you of the receipt of a court order affecting your benefits and for determining if the court order is a “QDRO”.

GENERAL QUESTIONS AND ANSWERS

If I Owe Money, Can I Sign Over my Rights to My Benefits?

No. Except in the case of a Qualified Domestic Relations Order you cannot make an assignment, a pledge, or in any way dispose of your benefit rights. Any attempt to do so is void and of no affect. This is done for your protection. To the extent permitted by law, benefit payments are not subject to garnishment or attachment.

Can an Employee Receive a Refund of the Money Paid to the Fund on His Behalf by His Employer?

No. There shall be no refund of contributions.

Must I retire When I Reach a Particular Age?

No. Retirement under this Plan is voluntary.

Can I Receive Social Security Benefits in Addition to Those Provided by This Plan?

Yes. Benefits paid by the Social Security Administration are independent of this Plan. You should file for any benefits you are entitled to receive from Social Security.

IMPORTANT FACTS

The following information provides important facts about the Plan which you should know.

Plan Name

This Plan is known as the Bricklayers & Allied Craft Workers Local 1 Minnesota and North Dakota Chapter 3 and Insulators Local 49 Retirement Fund.

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 Unions respectively, which have entered into a collective bargaining agreement which relates to this Plan. If you wish to contact the Board of Trustees, you may use the address and phone number below.

BOARD OF TRUSTEES
Bricklayers & Allied Craft Workers
Local 1 Minnesota and North Dakota Chapter 3 and
Insulators Local 49 Retirement Fund

The Board of Trustees is both a Plan Sponsor and Plan Administrator. As of January 1, 2008, the Trustees of this Plan are:

UNION TRUSTEES

Jim Stebe
BAC Local No. 1
2002 London Road, #117
Duluth, MN 55812

Stan Paczynski
BAC Local No. 1
3529 Stebner Road
Hermantown, MN 55811

Daniel Briski
BAC Local No. 1
8633 Highway 37
Iron, MN 55751

Dick Webber
Insulators Local No. 49
2002 London Road, #210
Duluth, MN 55812

Michael Hawthorne
BAC Local No. 1
312 Central Avenue, Suite 328
Minneapolis, MN 55414

Identification Numbers:

Plan Number: 001

Employer Identification Number: 41-1868381

EMPLOYER TRUSTEES

Michael Coughlan
Bedrock Flint
4204 Enterprise Circle
Duluth, MN 55811

Roger Anderson
Harbor City Masonry
6000 South Pike Lake Road
Duluth, MN 55811

Brad Hansen
Jamar Company
4701 Mike Colalillo Drive
Duluth, MN 55807

Agent for Service of Legal Process

Timothy W. Andrew, 302 West Superior Street, Suite 300, Duluth, MN 55802, 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 him or upon any of the Trustees.

Collective Bargaining Agreements

This Plan is maintained pursuant to collective bargaining agreements between the Employers and the Union.

The Fund Office will provide you, upon written request, information as to whether a particular employer is contributing to the Plan on behalf of Participants working under the collective bargaining agreements.

Source of Contribution

The benefits described in this booklet are provided through employer contributions. The amount of employer contributions and the employees on whose behalf contributions are made are determined by the provision of the collective bargaining agreements.

Pension Trust's Assets and Reserves

All assets are held in trust by the Board of Trustees and are invested in a diversified portfolio which may include common and preferred stocks, corporate bonds, governmental bonds and securities and fixed income funds.

Plan and Fiscal Year

Begins on January 1 and ends on December 31.

Type of Plan

Defined Contribution Plan.

Eligibility and Benefits

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

Amendment and Termination

The Board of Trustees reserves the right to amend and change the Plan and, if necessary, to terminate the Plan. If it does become necessary to terminate the Retirement Plan, the net assets of the Fund will be allocated to Participants and beneficiaries of the

Fund in the manner specified by the Employee Retirement Income Security Act of 1974 (ERISA) and according to the Trust Agreement and the Plan.

This Summary Plan Description is complete and up to date as of January 1, 2008. However, the Trustees may amend the Pension Plan from time to time. Therefore, you should inquire with the Fund Office periodically in order to be sure that you have the full text of this Summary Plan Description and any material modifications made thereto.

Additionally, if you have any questions, you should make sure that you have the full text of the Plan Documents with any and all amendments.

STATEMENT OF RIGHTS UNDER EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974

As a Participant in the Bricklayers and Allied Craft Workers Local 1, Chapter 3 and Insulators Local 49 Retirement Fund 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 and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Board of Trustees copies of 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 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 the summary annual report.

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 a way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest summary 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 Board of 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 Board of Trustees. 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 you may file suit in Federal Court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal Court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

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

If you have any questions about this statement or your rights under ERISA you should contact representatives of the Fund or the Employee Benefits Security Administration, U.S. Department of Labor.

The Retirement Plan is a defined contribution plan, and is not the type of plan permitted to be insured or guaranteed by the Pension Benefit Guaranty Corporation.

