

MINNESOTA CERAMIC TILE AND ALLIED TRADES RETIREMENT FUND

SUMMARY PLAN DESCRIPTION

Effective January 1, 2017

BOARD OF TRUSTEES

Employer Trustees:

Michael Lapensky, Secretary
Angela Ferguson
Darrin Drosky
Wayne T. Grazzini
James Hidding, Alternate
Eugene F. Grazzini, Jr., Alternate

Union Trustees:

Michael Cook, Chairman
Ronald Nierenhausen
Rodrick Schmidt
Gabriel Herron
Jayson Moore, Alternate

ATTORNEY FOR THE FUND

Peter M. Rosene
Leonard, O'Brien, Spencer, Gale & Sayre, Ltd.
100 South Fifth Street (Suite 2500)
Minneapolis, MN 55402
(612) 332-1030

FUND OFFICE

Zenith American Solutions
2520 Pilot Knob Road (#325)
Mendota Heights, MN 55120
(651) 256-1801
(800) 879-4412

RECORD-KEEPER

Milliman, Inc.
<http://www.millimanbenefits.com>
(866) 767-1212

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To All Participating Employees:

This SPD has been published to provide You with an explanation of the Plan, which became effective October 1, 1966, along with amendments to the Plan through January 1, 2017. We urge You to read this entire SPD. Please take the time to understand Your rights to benefits under the Plan. This Plan is one of the most important parts of Your lifetime financial planning. We also urge You to show this SPD 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 SPD, 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 people who work many years in the industry. This can be done only if the Fund has Your current address at all times. Accordingly, please notify the Fund Office of any address changes.

This SPD summarizes the Plan's major provisions; it is not the actual Plan. You may need to refer to the Plan to answer specific questions. If You have any questions about Your benefits, then please contact the Fund Office, whose staff will gladly assist You.

Zenith American Solutions
2520 Pilot Knob Road (#325)
Mendota Heights, MN 55120
(651) 256-1801
(800) 879-4412

Sincerely,

THE BOARD OF TRUSTEES

IMPORTANT TO REMEMBER

- Save this SPD. Put it in a safe place.
- Tell Your family, particularly Your spouse, about this SPD and where You keep it filed.
- If You lose this SPD, You can ask the Fund Office for another copy. Additionally, You can access and print this SPD from the Union's website at the following link:

<http://www.bac1mn-nd.org/>
- If You have worked in employment covered by the Plan and if You are leaving the industry without definite plans to return in the near future, then You may be entitled to receive a benefit payment. To protect Your benefit rights, contact the Fund Office.
- Notify the Fund Office promptly if You change Your address. If the Fund Office is unable to reach You at Your last address on record, then benefit payments may be delayed.
- Only the Board of Trustees is authorized to interpret the Plan of benefits described in this SPD. No Employer or Union or any representative of any Employer or Union is authorized to interpret the Plan document or this SPD, and they may not act as agent of the Trustees unless the Trustees agree in writing.

DEFINITIONS

1. Board of Trustees/Trustees.

Board of Trustees and *Trustees* mean the trustees of the Minnesota Ceramic Tile and Allied Trades Retirement Fund.

2. Contribution.

A *Contribution* is a payment by a Contributing Employer to the Fund with respect to one hour of work in Covered Employment.

3. Contributing Employer/Employer.

A *Contributing Employer* or *Employer* is a person or entity required to submit Contributions according to a written collective bargaining or other agreement.

4. Covered Employment.

Covered Employment is defined by the Constitution, Rules of Order, and Codes of the Union, as it is periodically amended for categories of work covered by a collective-bargaining agreement.

5. Employee.

An *Employee* is a person who works for a Contributing Employer, and for whose work the Contributing Employer is required to make Contributions.

6. Fund.

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

7. Fund Office.

Fund Office means the person or entity to which the Board of Trustees has delegated non-discretionary authority for day-to-day administration of the Plan.

8. Participant.

Participant means an Employee who is entitled to benefits under the Plan.

9. Plan.

Plan means the employee benefits plan described by the Sixth Restated Plan of the Minnesota Ceramic Tile and Allied Trades Retirement Fund, and any subsequent amendments and restatements.

10. Plan Year.

The *Plan Year* is the consecutive twelve-month period from January 1 to December 31.

11. SPD.

SPD means this summary plan description of the Plan.

12. You/Your.

You and *Your* means a Participant, beneficiary, or alternate payee, except where it is indicated that the term is intended to apply only to a Participant.

13. Your Account.

Your Account means a notional accounting of Your interest in the Fund based on the Contributions made on Your behalf, investment gains and losses, Your share of the Fund's expenses, and distributions to You.

14. Union.

Union means the International Union of Bricklayers and Allied Craftworkers, Local 1

Minnesota / North Dakota, its predecessors and successors.

PARTICIPATION

1. Initial Participation.

You become a Participant on the date on which You first work in Covered Employment for a Contributing Employer. You become vested immediately upon the Plan's receipt of Contributions for at least one hour of Covered Employment.

2. Termination of Participation.

Once Your vested account balance is fully paid to You, You cease to be a Participant.

CONTRIBUTIONS

1. Employer Contributions.

Your Employer must contribute to the Fund pursuant to a collective-bargaining agreement in the amounts specified by the agreement. You may contact the Fund Office for a copy of the applicable collective-bargaining agreement.

2. Employee Contributions Prohibited.

You may not contribute to this Plan. The Plan does not accept elective deferrals or rollovers.

3. Vesting in Your Account.

You are 100% vested in the value of Your Account.

ACCOUNTS AND INVESTMENTS

1. Allocation of Employer Contributions.

The Plan will separately account for Contributions made on Your behalf by Contributing Employers. Your Account will be adjusted to reflect Contributions made on Your behalf.

2. Adjustment of Accounts.

Your Account is valued on a daily basis. Your Account will be adjusted to reflect the net income or loss to the Fund and the net appreciation (or depreciation) in the assets in Your Account. Your share of the Fund's operating expenses will be automatically deducted from Your Account on a regular basis. This means that You will share in the expenses that were experienced by the Fund each year, but appreciation and depreciation are based upon Your individual investment selections.

3. Your Choice of Investments.

You may select from a group of investment choices in which Your Account will be invested. The Plan is intended to constitute a plan described in section 404(c) of the Employee Retirement Income Security Act, and 29 CFR 2550.404c-1. As a result, the fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of Your investment instructions. Alongside this SPD and annually thereafter, You will receive a notice required by 29 CFR 2550.404a-5, which describes the investment options available to You, the expenses associated with each investment option, and the expenses of the Plan. Additionally, You will receive a notice describing the Plan's qualified default investment alternative – the investment into which Contributions for You will be placed if You do not make an investment choice. You may contact the Fund Office at any time for copies of these notices.

4. Investment Allocation Changes.

You may elect to change the investment allocation of Your Account at any time without charge. You can view the available investment options and confirm Your investment instructions by contacting the Fund's record-keeper, whose contact information can be found on the first page of this SPD.

5. Account Statements.

You will receive a quarterly account statement by mail or electronically. Contact the Fund's record-keeper for information about account statements.

BENEFITS

1. Amount of Benefit.

The benefit which You are entitled to receive is equal to the amount in Your Account.

2. Retirement Benefit.

The Normal Retirement Age under the Plan is 55. You have the right to retire and receive a retirement benefit under the Plan after You become 55 years old. You must give the Board of Trustees written notice at least 30 days before the date on which You intend to retire. If You are married, then Your benefit will be paid in the form of a 50% contingent annuity designating Your spouse as the contingent annuitant unless You and Your spouse reject this form of payment in writing. If You are not married or You and Your spouse file an appropriate election to waive the 50% contingent annuity distribution option, You may elect to have the amount in Your Account paid to You in one of the following ways:

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

If You retire after age 55 and return to Covered Employment, then You are limited to receiving only one distribution until You cease work in Covered Employment.

3. Benefit on Total and Permanent Disability.

If You become totally and permanently disabled prior to reaching Your normal retirement age,

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. You must submit to the Fund Office a doctor's statement or other satisfactory proof of disability.

4. Benefit on Termination of Covered Employment.

If You cease working for a Contributing Employer for any reason other than retirement, total and permanent disability, or death, Your benefit may be paid to You in one lump-sum payment after a waiting period. With respect to the portion of Your Account attributable to Contributions received before January 1, 2016, the waiting period ends on the one-year anniversary of the date Your Covered Employment ended. The waiting period for any remaining portion of Your Account ends on the two-year anniversary of the date Your Covered Employment ended.

5. Death Benefit.

If You die, then Your Account will become immediately payable to Your designated beneficiary. Upon becoming a Participant, You must file with the Board of Trustees a form that designates Your beneficiary(ies), who will receive the Plan's death benefit. You have the right to change this designation at any time, but the change must be made in writing, and it must be filed with the Fund Office. If You fail to file this form, or if the designated beneficiary(ies) dies before the benefit is to be paid, then payment will be made in accordance with the following order of priority: (1) to Your eligible spouse; or if there is none surviving, then (2) to Your children, in equal parts; or if there is none surviving, then (3) to Your parents, in equal parts; or if there is none surviving, then (4) to Your estate.

6. Inability to Locate Participant or Beneficiary.

The Board of Trustees will make a diligent effort to pay Your benefits in accordance with the Plan. If Your benefits cannot be paid because the Fund is unable to locate You or Your beneficiaries within six years after Your benefits become payable, then Your benefits will be forfeited to the Plan. If Your benefits are forfeited, You may apply to the Board of Trustees to restore Your benefits.

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 Account. If a court orders some or all of Your Account to be paid to an alternate payee (typically Your former spouse or child) and the Board of Trustees determines that the order is a qualified domestic relations order ("QDRO") under the Plan's QDRO procedures, the Plan will pay the amount described in the QDRO. Contact the Fund for a model QDRO, which will help You draft a QDRO that meets the Fund's requirements. Benefits will be payable under a QDRO 30 days after the QDRO's qualification and receipt of written application for benefits by the alternate payee.

8. Required Minimum Distributions.

If You attain age 70½ and have not commenced receiving benefits, the Fund will begin distributing the minimum amount to You required by law each year regardless of whether You apply for or consent to such distributions.

APPLICATION FOR RETIREMENT BENEFITS

1. Application.

You must apply in writing to the Board of Trustees for benefits. To request a benefit application, You must contact the Fund Office. You must complete, sign, and send Your application (with a notarized spousal consent, if applicable), together with proof of date of birth, to the Fund

Office. If You are applying for disability benefits, then You must also submit a doctor's statement or other satisfactory proof of disability. A claim for benefits will be considered to have been filed on the date the Fund receives the claim.

2. Authorized Representatives.

You may designate an authorized representative such as Your spouse to act on Your behalf in filing Your application. The Fund Office will provide a form designating an authorized representative to act on Your behalf. The Fund Office may request additional information to verify that this person is authorized to act accordingly.

3. Decision on Your Application.

The Fund will notify You of its decision on Your application as soon as reasonably possible, and in any event no more than 90 days (45 days for a disability application) after the Fund's receipt of Your claim. The Fund may extend the date for rendering an initial decision by up to 90 days, provided any extension is necessary due to matters beyond the Fund's control (there are two 30-day extensions for a disability application). If an extension is necessary, before a decision is due the Fund will notify You 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 Your 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).

4. Notice of Denial of Claim (Adverse Benefit Determination).

If the Fund denies Your claim for benefits, the Fund will provide a determination notice stating the following information:

- a. The specific reason or reasons for the denial of benefits;
- b. A specific reference to the pertinent provisions of the Plan upon which the decision is based;
- c. A description of any additional material or information that is needed to process the claim and an explanation of why the information is needed;
- d. 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
- e. 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.

APPEAL PROCEDURE

1. Appeal of Denial of Benefits.

If Your application for benefits is denied in full or in part, You may appeal. You must submit a written appeal to the Fund within 60 days (180 days for a disability appeal) 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. 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:

- a. the Fund relied on it in making the denial;

- b. it was submitted, considered, or generated in the course of making the denial (regardless of whether it was relied upon);
- c. it demonstrates compliance with the Fund's administrative processes for ensuring consistent decision-making; or
- d. 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. A person (or persons) other than the one who initially denied Your claim will review Your appeal. 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.

2. Authorized Representatives.

You may designate an authorized representative such as Your spouse to act on Your behalf during Your appeal. The Fund Office will provide a form designating an authorized representative to act on Your behalf. The Fund Office may request additional information to verify that this person is authorized to act accordingly.

3. 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 Your request for appeal. However, if Your appeal is received within 30 days of the next regularly scheduled meeting, then Your 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 Your appeal may be necessary. The Fund will notify You in advance if any extension will be necessary. Once the Fund reaches a decision on Your 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.

4. Notice of Decision on Appeal.

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

- a. The specific reason(s) for the determination;
- b. Reference to the specific Fund provision(s) on which the determination is based;
- c. 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
- d. A statement of Your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.
- e. If the Fund relied on an internal rule, guideline or protocol, a statement that the Fund will send You at no charge and upon request a copy of the rule, guideline or protocol;
- f. If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the plan to the claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request; and
- g. The following statement: "You and Your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be

available is to contact Your local U.S. Department of Labor Office and Your State insurance regulatory agency.”

IMPORTANT FACTS ABOUT THE PLAN

1. Plan Name.

This Plan is known as the Sixth Restated Plan of the Minnesota Ceramic Tile and Allied Trades Retirement Fund.

2. Board of Trustees.

A Board of Trustees is responsible for the operation and administration of this Plan. The Board of Trustees consists of an equal number of Employer and Union representatives selected by the Employers and the Union, 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. The Trustees serve without any compensation. If You wish to contact the Board of Trustees, You may use the address and telephone number below:

Board of Trustees
Minnesota Ceramic Tile and Allied Trades Retirement Fund
c/o Zenith American Solutions
2520 Pilot Knob Road (#325)
Mendota Heights, MN 55120
Telephone (651) 256-1801
Toll Free (800) 879-4412

As of January 1, 2017, the Board of Trustees consists of the following members:

Employer Trustees

Michael Lapensky, Secretary
Twin City Tile & Marble
990 Lone Oak Road, Suite 160
Eagan, MN 55121

Union Trustees

Michael Cook, Chairman
BAC, Local 1 MN/ND
312 Central Avenue, #328
Minneapolis, MN 55414

Darrin Drosky
Grazzini Brothers & Company
1175 Eagan Industrial Blvd.
Eagan, MN 55121

Ronald Nierenhausen
BAC, Local 1 MN/ND
312 Central Avenue, #328
Minneapolis, MN 55414

Wayne T. Grazzini
WTG Terrazzo & Tile, Inc.
12101 Nicollet Ave. South
Burnsville, MN 55337

Rodrick Schmidt
BAC, Local 1 MN/ND
312 Central Avenue, #328
Minneapolis, MN 55414

Angela Ferguson
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12101 Nicollet Ave. South
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Gabriel Herron
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Eugene F. Grazzini, Jr., Alternate
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1175 Eagan Industrial Blvd.
Eagan, MN 55121

Jayson Moore, Alternate
BAC, Local 1 MN/ND
312 Central Avenue, #328
Minneapolis, MN 55414

James Hidding, Alternate
Twin City Tile & Marble
990 Loan Oak Road, Suite 160
Eagan, MN 55121

3. Third-Party Administrator.

The Plan's current third-party administrator (called the "Fund Office" in this SPD) is Zenith American Solutions, 2520 Pilot Knob Road (#325), Mendota Heights, MN 55120; telephone number (651) 256-1801, toll free (800) 879-4412.

4. Identification Numbers.

The number assigned to this Plan 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 Leonard, O'Brien, Spencer, Gale & Sayre, Ltd, 100 South Fifth Street (Suite 2500), Minneapolis, MN

55402. However, legal process may also be served upon any individual Trustee.

6. Collective Bargaining Agreements.

This Plan is maintained pursuant to written collective-bargaining agreements between the Contributing 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. Additionally, You may obtain a copy of the collective-bargaining agreement by written request to the Fund Office.

7. Source of Contributions.

The benefits described in this SPD are provided through Contributions. The amount of Contributions and the extent of Contributing Employers' reporting and payment obligations are determined by the provisions of the applicable collective-bargaining agreement.

8. Funding Medium.

All assets are held in trust by the Board of Trustees under the Agreement and Declaration of Trust of the Minnesota Ceramic Tile and Allied Trades Retirement Fund for the purpose of providing benefits to eligible Participants and defraying reasonable administrative expenses.

9. Plan Year.

The records of the Plan are kept separately for each Plan Year, which is January 1 through December 31.

10. Type of Plan.

Prior to January 1, 2010, the Plan was a defined-contribution money-purchase pension plan. Effective January 1, 2010, the Plan became and continues to be a defined-contribution profit-sharing plan maintained for the purpose of providing retirement benefits to eligible Participants.

11. Pension Benefit Guaranty Corporation.

The benefits under the Plan are not insured by the 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. Effective January 1, 2010, this Plan is a defined-contribution profit-sharing plan and, as such, is an individual account plan.

12. Plan Documents.

The 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 Plan. This SPD is merely a summary of the Plan's major provisions. To the extent this SPD is inconsistent with the Plan, the Plan controls. If You wish to examine or receive a copy of the Plan, You may request a copy from the Fund Office.

13. Assignment.

You may not sell, assign, or pledge as a security for a loan Your benefits or any rights associated with Your benefits.

14. Benefits Payments Outside the United States.

Check with the Fund Office before moving, because there are certain restrictions. The Fund Office should always have Your full and correct mailing address.

15. Effect on Social Security Benefits.

Social Security Benefits paid by the Social Security Administration are independent of the benefits You receive from this Plan.

16. Discretionary Authority of Fund Board of Trustees.

In carrying out responsibilities under the Fund, the Board of Trustees have exclusive discretionary authority to interpret the terms of the Plan and this SPD, to interpret facts relevant to benefit determinations, to determine eligibility and entitlement to benefits, and to make all other factual and legal determinations involved in administering this Plan. 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.

17. Legal Actions.

You may not start a lawsuit for benefits until You have exhausted Your administrative remedies under the Plan's claims and appeals procedures. You have exhausted Your administrative remedies when the Fund has notified You of a final decision on appeal, or the Fund has failed to respond to Your claim or appeal within the time periods under the Plan's claims and appeals procedures. Only You may sue the Fund to assert Your rights as a participant in the Plan. You may not sue the Fund more than one year after a final decision by the Fund denying Your claim for benefits.

**SUMMARY OF RIGHTS UNDER EMPLOYEE RETIREMENT
INCOME SECURITY ACT**

As a Participant in the Minnesota Ceramic Tile and Allied Trades 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:

Examine, without charge, at the Fund Office and at other specified locations, such as 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 Board of Trustees 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 Board of Trustees may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Board of Trustees is required to furnish You with a copy of this summary annual report.

Obtain a statement telling You whether You have a right to receive a Retirement Fund benefit 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 Board of Trustees 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 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 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 Board of Trustees. 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, U. S. Department of Labor, 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.