

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
SEVENTH DISTRICT**

RETIREMENT BENEFIT AND TRUST FUND

SUMMARY PLAN DESCRIPTION

January 1, 2013

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INTRODUCTION

International Brotherhood of Electrical Workers Seventh District (the "Company") established the International Brotherhood of Electrical Workers Seventh District Retirement Benefit and Trust Fund (the "Plan") effective June 1, 1978. This Summary Plan Description describes the Plan as amended effective January 1, 2013.

This revised Summary Plan Description supersedes all previous Summary Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are employed by International Brotherhood of Electrical Workers Seventh District or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employee:

For purposes of Pension Contributions, any Employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.

Pension Contributions

You will become a Participant eligible to begin receiving Pension Contributions on the date you first perform an Hour of Service as an Eligible Employee.

Computing Service

All eligibility service with the Employer is taken into account.

CONTRIBUTIONS TO THE PLAN

Pension Contributions

(a) Amount of Pension Contributions. Subject to the applicable limitations, the Company shall make Pension Contributions to the Plan equal to the amount agreed upon under the collective bargaining agreement under (i), (ii) or (iii) below. Each Company:

- (i) Shall contribute on behalf of each Employee in the Union the amount agreed upon under the collective bargaining agreement;
- (ii) Shall contribute the amount required under a participation agreement approved by the Trustees either (a) on behalf of all its employees not in

that Union (“Non-Union Employees”) provided that such contributions are made on behalf of each such employee, including without limitation all office clerical and other “overhead” employees or (b) “alumnae coverage” on behalf of each Non-Union Employee where at least one-half (1/2) of the Non-Union Employee’s Hours of Service for a prior Plan Year with Contributing Employers was performed in a Union or other IBEW employment. Notwithstanding the foregoing, an Employer may not contribute under this (ii) if retirement benefits were the subject of good faith bargaining between the Employer and a collective bargaining unit and no collective bargaining agreement provides for contributions to this Plan.

(iii) Shall contribute the amount required under a participation agreement approved by the Trustees on behalf of IBEW, Union, Association, Association local chapter and/or joint apprenticeship and training committee employees (“Related Organizations”) to be Contributing Employers, either (a) on behalf of all its employees or (b) “alumnae coverage” on behalf of each employee where at least one-half (1/2) of the employee’s Hours of Service for a prior Plan Year with Contributing Employers was performed in a Union or other IBEW employment. Notwithstanding the foregoing, a Related Organization may not contribute under this (iii) if retirement benefits were the subject of good faith bargaining between the Related Organization and a collective bargaining unit and no collective bargaining agreement provides for contributions to this Plan.

(iv) Each Contributing Employer and Related Organization under (ii) or (iii) above shall (a) execute a written participation agreement as required by the Trustees which binds the Contributing Employer or Related Organization to the terms of this Plan and sets forth a definitely determinable basis upon which contributions are to be made to the Plan; (b) specify in its written participation agreement whether such Contributing Employer or Related Organization is electing coverage of all employees or “alumnae coverage” and such specification of all or alumnae coverage may not be changed other than by a new written participation agreement, as accepted by the Trustees in their discretion; and (c) for coverage of all Non-Union employees under (ii) or (iii), provide the Trustees such certifications and documentation (including opinion letters of legal counsel satisfactory to the Trustees), as frequently as they shall require and deem advisable to protect the qualified status of the Plan.

(b) Allocation of Pension Contributions. Pension Contributions shall be allocated to the Pension Contribution Accounts of each Participant eligible to share in such allocations pursuant to Subsection (a) after the end of the Plan Year. The amount in each Account shall be determined as follows:

- (i) the amount in the Account, as of the last previous Valuation Date, plus
- (ii) the contributions actually made on behalf of the Employee since the last Valuation Date, plus
- (iii) the net investment yield determined by the Trustees to be applicable to the Accounts on a basis proportionate to the amount in the Account as of the last Accounting Date, minus

(iv) the administrative charge determined by the Trustees to be applicable to the Accounts (less any amounts which are not payable as determined in the Plan) on a per capita basis, but not more than the amount in the Account.

(v) The Trustees shall not allocate any portion of an Employer contribution for a Plan Year to any Participant's Account if the Participant does not complete a minimum of one (1) Hour of Service during the Plan Year.

(c) For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of the Plan with respect to Pension Contributions.

(d) For purposes of this Section, "Company" shall mean International Brotherhood of Electrical Workers Seventh District (the "Plan Sponsor") and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

Military Service

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, your survivors may be eligible to receive benefits or service credit if you die while performing qualified military service.

Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$51,000 in 2013). In addition, contributions cannot exceed 100% of your total compensation.

Compensation

"Compensation" means wages that are subject to withholding under the federal income tax withholding rules. For any self-employed individual, Compensation will mean earned income. For purposes of Pension Contributions, Compensation will also include any amount you elect to defer on a tax-preferred basis to any Company benefit plan.

No more than \$255,000 (in 2013) of Compensation may be taken into account in determining your benefits under the Plan.

VESTING

Pension Contributions

Your interest in your Pension Contribution Account will vest based on your Years of Vesting Service (defined below) in accordance with the following schedule:

<u>Years of Service with the Employer</u>	<u>% of Nonforfeitable Accrued Benefit</u>
Any service with less than \$100 contributed	0%
Any service with at least \$100 contributed	100%

Special Vesting Rules

Notwithstanding the foregoing, you will become fully (100%) vested upon your attainment of Normal Retirement Age while an Employee, your death while an Employee or suffering a Disability while an Employee.

Forfeitures

If You Receive a Distribution. If you receive a distribution of the entire vested portion of your Account, you will forfeit the nonvested portion of such Account. If the value of your vested Account balance is zero, you will be deemed to have received a distribution of your Account.

If You Do Not Receive a Distribution. If you terminate employment and do not receive a complete distribution of the vested portion of your Account, you will forfeit the nonvested portion of your Account after the date you incur five consecutive One-Year Breaks in Service.

Reemployment. If you receive or are treated as receiving a distribution and you resume employment, the amounts you have forfeited (if any) will be restored if you repay the full amount of the previous distribution before the earlier of 5 years after the first date on which you are subsequently reemployed, or the date you incur 5 consecutive One-Year Breaks in Service following the date of the distribution.

Year of Vesting Service

"Year of Vesting Service" means a vesting computation period during which you complete 1 hour of service.

The following service will be disregarded in determining Years of Vesting Service:

If you have five consecutive One-Year Breaks in Service, all periods of service after such One-Year Breaks in Service will be disregarded for the purpose of vesting your Account balance that accrued before such Breaks in Service, but both the service before and after such Breaks in Service will count for purposes of vesting your Account balance that accrues after such One-Year Breaks in Service.

A "One-Year Break in Service" means a vesting computation period during which you are credited with 500 or fewer hours of service. The vesting computation period is the Plan Year.

DISTRIBUTIONS

Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

For the purposes of this Plan, termination of employment shall be deemed to occur after one year (12 consecutive months) during which no contributions are made to the Plan on your behalf. For purposes of this definition of termination, reciprocal payments shall be considered as contributions. If you return to employment prior to the date on which the distribution is made but not later than 60 days after the date as of which termination is deemed to have occurred, the Trustees shall not make a distribution.

Late Retirement. If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Death. If you die, your Beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Normal Retirement Age

"Normal Retirement Age" means the date you reach age 55.

Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death and your Account is not required to be distributed in the form of a Qualified Joint and Survivor Annuity (defined below), payment of your vested Account may start as soon as administratively feasible after the end of the Plan Year and after all contributions have been allocated to all Participant Accounts relating to the Plan Year in which your Account balance becomes distributable. Your account is payable, in cash, in one lump sum payment. If you do not choose a form of payment, the payment will be made in the form of a lump sum distribution unless payment must be made in the form of a Qualified Joint and Survivor Annuity.

Distribution on Account of Death. If you die before distribution of your Account begins and such amount is not required to be distributed in the form of a Qualified Preretirement Survivor Annuity (defined below), distribution of your entire Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death unless an

election is made by your Beneficiary to receive distributions in accordance with (1) and (2) below:

(1) Distributions may be made over the life or over a period certain not greater than the life expectancy of the Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;

(2) If the Beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item (1) above will not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your Beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

Cash Out

If the vested amount of your Account does not exceed \$5,000, your vested Account will be distributed from the Plan. You may either elect to receive this distribution in cash or to roll over the distribution to an IRA or the qualified plan of your new employer (but only if your new employer's plan allows such rollovers). However, if the vested amount of your Account exceeds \$1,000 (or such lesser amount as determined by the Plan Administrator in a nondiscriminatory manner) but does not exceed \$5,000 and you do not timely return your election forms, the Plan Administrator must transfer your vested Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees and expenses related to the establishment of the IRA will be paid by the Plan Sponsor. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the plan administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this summary plan description. The IRA will be issued by an IRA provider chosen by the Plan Administrator.

If the vested amount of your Account exceeds \$5,000, you must consent to any distribution of your Account. However, the Plan Administrator may commence distribution of your vested Account without consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 70-1/2 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

Beneficiary

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be the beneficiary of 100% of your Account unless he or she consents to the designation of another beneficiary. You may change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse or, if there is no spouse, to your children in equal shares or, if there are no children to your estate.

Qualified Joint and Survivor Annuity

The Plan generally provides that if you are married, your account balance will be paid in the form of a "Qualified Joint and Survivor Annuity" in which the benefit payable to your spouse for life after your death will be 50% of the monthly retirement income paid during your life. In addition, there is a Qualified Optional Survivor Annuity available in which the benefit payable to your spouse for life after your death will be 75% of the monthly retirement income paid during your life. However, if you obtain the written consent of your spouse or the total amount payable to your surviving spouse does not exceed \$5,000, your Account balance may be paid in a form other than a "Qualified Joint and Survivor Annuity."

For a single Participant, a Qualified Joint and Survivor Annuity means an immediate annuity for the life of the Participant and which is the amount of benefit which can be purchased with the Participant's vested Account balance.

Qualified Preretirement Survivor Annuity

If you die before the commencement of your benefits under the Plan, 50% of your Account balance will automatically be applied to the purchase of a survivor annuity for your spouse (the "Qualified Preretirement Survivor Annuity") unless (1) the total amount payable to your surviving spouse does not exceed \$5,000, (2) you, with the written consent of your spouse, waive the survivor annuity, or (3) your surviving spouse waives such survivor annuity.

INVESTMENTS

Pooled Accounts

Except for segregated accounts specifically authorized under other provisions of this Plan, all assets are pooled for investment purposes, and your Account is not segregated from other Participants' Accounts.

Qualifying Employer Securities

The Trustee may not invest the assets of the Trust Fund in "qualifying employer securities" or "qualifying employer real property".

Voting Rights

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

Valuation Dates

Accounts are valued on the last day of the Plan Year. The Plan Administrator may in its sole discretion declare a special Valuation Date for that portion of the Plan that is not daily-valued in extraordinary situations to protect the interests of Participants in the Plan or the Participant receiving the distribution. Such extraordinary circumstances include a significant change in economic conditions or market value of the Trust Fund.

SPECIAL TOP HEAVY RULES

Minimum Allocations

If the Plan is Top Heavy, the Company will generally allocate a minimum of 3% of your Compensation to the Plan on your behalf if you are a Participant who is employed by the Company on the last day of the Plan Year.

Minimum Vesting

If you complete an hour of service while this Plan is top-heavy, your vested percentage will be determined under the following schedule to the extent that it is more favorable than the vesting schedule provided for the section entitled "Vesting":

<u>Years of Vesting Service</u>	<u>Vesting Percentage</u>
Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%

CLAIM PROCEDURES

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan

Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all

documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

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 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 description. The Plan 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, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. 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.

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

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of

Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator 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 Plan Administrator.

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

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest 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.

MISCELLANEOUS

Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

Disability

Under this Plan, you are disabled if you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

Loss of Benefit

Except as provided below, your account is not subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors and your benefits are free from attachment, garnishment, trustee's process, or any other legal or equitable process. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or

payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a Beneficiary.

However, you may lose all or part of your balance:

Under the terms of a qualified domestic relations order.

To comply with any federal tax levy.

To comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

If we cannot locate you when your benefit becomes payable to you.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in the amount credited to your account. If the Plan is terminated, all amounts credited to your accounts will become 100% vested.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process loans, plan distributions and domestic relations orders.

Insurance

Your account is not insured by the PBGC because the Plan is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

ADMINISTRATIVE INFORMATION

1. The Plan Sponsor is International Brotherhood of Electrical Workers Seventh District.

Its address is 418 S. Polk, Suite 200, Amarillo, Texas 79101.

Its telephone number is (806) 372-3470.

Its Employer Identification Number is 75-1679061.

The Plan Administrator is the Trustees.

Its address and telephone number is that of the Plan Sponsor listed above.
2. The Plan is a pension plan which has been designated by the sponsor as its plan number 001.
3. The Plan's designated agent for service of legal process is the Plan Sponsor named in item 1. Any legal papers should be delivered to the Plan Sponsor at the address listed in item 1. However, service may also be made upon the Plan Administrator.
4. The Plan's assets are held in a trust created under the terms of the Plan. An equal number of Trustees are appointed among Union and Management representatives. Their principal place of business is the address listed in item 1.
5. The Company's fiscal year ends on December and the Plan Year ends on December 31st.
6. The Plan is maintained pursuant to one or more collective bargaining agreements. You may obtain a copy of any such agreement(s) upon written request to the Plan Administrator, and a copy is available for examination by participants and beneficiaries.
7. The representative of the parties who established or maintain the Plan is International Brotherhood of Electrical Workers Seventh District. You may receive from the Plan Administrator, upon written request, information as to whether a particular employer or employee organization is a sponsor of the Plan and, if the employer or employee organization is a plan sponsor, the sponsor's address.