

**RETIREMENT PLAN
of the
IBEW LOCAL 76 RETIREMENT TRUST**

Summary Plan Description

July 1, 2008

**RETIREMENT PLAN
of the
IBEW LOCAL 76 RETIREMENT TRUST**

**P.O. Box 220
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Employee Benefit Administrators, Inc.

Investment Recordkeeper

New York Life Benefit Services, LLC

Investment Consultant

The Marco Company

**RETIREMENT PLAN
of the
IBEW LOCAL 76 RETIREMENT TRUST**

DEAR PLAN PARTICIPANT:

We are pleased to present you with this new booklet that summarizes the provisions of the Retirement Plan and incorporates amendments to the Retirement Plan through July 1, 2008. The complete text of the Retirement Plan appears in the second half of this booklet.

The "QUESTIONS AND ANSWERS" which follow are intended only to highlight some of the features of the Retirement Plan. In all cases, the actual text of the Retirement Plan governs the rules for participation, eligibility, benefit payments, and in general, any aspect of the Administration of the Retirement Plan. Accordingly, you should refer to the actual text of the Retirement Plan.

We suggest that you share this booklet with your family, since they may have an interest in the Retirement Plan. We also suggest that you keep this booklet for future reference and let members of your family know where it is being kept. This booklet contains information concerning important retirement benefits to which you or your Beneficiary may be entitled.

The I.B.E.W. Local 76 Retirement Plan and the I.B.E.W. Local 76 Supplemental Income Plan were merged effective January 1, 2002. If you participated in the variable Contribution feature of the Supplemental Income Plan, your account balance will be transferred to the Retirement Plan and will be reflected on your Retirement Plan statement. Starting in 2002 you may enroll in the variable Contribution feature under the Retirement Plan and any new variable Contributions will be deposited to your account in the Retirement Plan. Existing enrollments will be automatically transferred to the Retirement Plan. If you had a loan from your account under the Supplemental Income Plan, you should make your repayments to the Retirement Plan and they will be credited to your account. New loans will not be available from the Retirement Plan until announced by the Trustees.

If you have any questions about the Retirement Plan or desire any additional information, please contact the Administrative Office.

Sincerely,

BOARD OF TRUSTEES

Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. Only the Board of Trustees may give binding answers, and then only if you have furnished full and accurate information concerning your situation. No employer or union or any representative of any employer or union is authorized to interpret the Plan on behalf of the Board, nor can such person act as an agent of the Board of Trustees.

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I. PARTICIPATION

A. How do I become a Participant in the Retirement Plan?

You become a Participant in the Plan if you are working as an electrician for an Employer who has a Collective Bargaining Agreement with Local 76 of the International Brotherhood of Electrical Workers, and that agreement requires Contributions to be made to this Retirement Plan with respect to your work. (Refer to Sections 1.5 and 2.1 of the Plan). Once you become a Participant in the Plan you can also participate in the variable contribution feature that allows you to adjust your wages and pension contributions under the Collective Bargaining Agreement. You can enroll in the variable Contribution feature when you are first dispatched to an Employer or at open enrollment in March of each year to take effect on April 1.

II. INDIVIDUAL ACCOUNTS

A. What is an Individual Account?

The term Individual Account refers to a bookkeeping account maintained by the Administrative Office. Your Accumulated Share or Individual Account balance describes how much money you would receive from the Retirement Plan if you were entitled to a payout at any given time. You may have as many as four parts to your Individual Account. Each part consists of contributions, investment earnings or losses and your share of Administrative expenses. The different parts are your Employer Contributions, your variable Contributions, any rollover Contributions from other plans or conduit IRAs and your non-deductible voluntary Contributions. Effective January 1, 2002, non-deductible voluntary contributions will no longer be permitted under this Plan. (Refer to Sections 1.1, 1.12 and 2.1 of the Plan)

B. What determines the amount of money in my Individual Account?

The amount in your Individual Account consists of Contributions and investment earnings less expenses of operating the Plan. The amount of your Contributions is the amount that is required to be paid on your behalf by your Employer under a Collective Bargaining Agreement. Contributions may also be made on your behalf if you work out-of-area for an Employer who has a Collective Bargaining Agreement with a participating fund, provided that the I.B.E.W. Local 76 Retirement Plan has been designated as your home fund and you timely register on the Electronic Reciprocity Transfer System (ERTS). (A participating fund is a fund that has signed the Electrical Industry Pension Reciprocal Agreement and agreed to transfer contributions made on your behalf to the Retirement Plan.) You may elect to have a variable Contributions made to the Plan by your Employer under a Collective Bargaining Agreement. Also, you may rollover amounts you have in other qualified retirement plans and conduit IRAs. (Refer to Sections 1.1, 1.8, 2.1, 2.2 and 3.1 of the Plan)

The investment choices available under the Plan are provided in accordance with guidelines and policies established by the Board of Trustees. You have the opportunity to select from several investment choices under the Plan. After enrollment the initial funds in your Individual Account will be deposited in a balanced (equities and fixed income) investment fund. As soon as the first deposit is made, you will be able to change your investment selections or transfer existing balances to new investment options by contacting the investment recordkeeper directly through the toll free automated voice response system or the website. Any interest or dividends or other investment earnings received by the Plan are added to your Contributions. Changes in the value of investments result in increases or decreases in the value of your Individual Account, and from your Individual Account there is deducted a share of the administrative expenses incurred in operating the Plan.

The sum of Contributions, investment earnings or losses, less operating expenses determines the balance in each Individual Account at the Valuation Date. (Refer to Sections 2 and 3 of the Plan)

C. What is a Valuation Date?

A Valuation Date is the date on which the value of your Individual Account is established. The Plan's annual Valuation Date is December 31 of each year. The Trustees may establish other Valuation Dates as they deem necessary. The value of your Individual Account is determined by combining the following factors: Contributions, investment income or losses, and the expenses of operating the Plan. If the Plan uses a daily valuation investment recordkeeper, your Individual Account may be valued each business day that the financial markets are open. However, expenses will be allocated to your Individual Account only at the end of each month or when a withdrawal is made. (Refer to Sections 1.24 and 2.2 of the Plan).

D. Will I receive a statement describing the activity in my Individual Account?

You will receive two statements following the end of each calendar quarter. A statement from the Administrative Office will show the Contributions received from your Employer(s) and the hours that they reported. A second statement will be from the investment recordkeeper and this statement will show the beginning balance in your Individual Account, the Contributions received by the Account during the period, the investment earnings or losses, and administrative expenses charged to your Individual Account and your ending balance for that period. (Refer to Sections 2.8 and 2.9 of the Plan)

E. What do I do if the Statement of Contributions does not show Contributions or hours from an Employer for whom I worked as an electrician during the reporting period?

It is very important that you carefully check both statements that you receive. If an Employer has not reported or has incorrectly reported the amount of Contributions that were required to be made to your Individual Account or hours that you worked, you should promptly notify the Administrative Office. The quarterly statement you receive

from the investment recordkeeper will be a cash-basis statement and may not reflect Contributions for the most recent payroll periods.

F. Can I direct the investment of my Contributions and the funds in my Individual Account?

The Plan allows you to elect the investment options in which your Contributions and the funds in your Individual Account are invested. You may direct your Contributions and the funds in your Individual Account into one or more of the investment options provided by the Plan. (Refer to Section 2.3 of the Plan)

G. What are the investment options available to me?

The Plan currently provides several investment options allowing for diversity of investment. Please contact the Administrative Office for information describing the current investment options available under the Plan.

H. How do I select between the investment options?

The Administrative Office or investment record keeper will furnish you with information describing each investment option. Following initial enrollment your initial Contributions will be deposited to a balanced investment fund, thereafter you will be able to change your investment selections or transfer existing balances to new investment options by contacting the investment recordkeeper directly through the toll free automated voice response system or the website. You may direct all or a part of your Contributions and the funds in your Individual Account in whole percentages into any of the options.

I. How often can I change my investment selections?

You may change your investment selections on any business day that the financial markets are open by contacting the investment recordkeeper through its automated toll free voice response system or the website. If changes are received before the close of the New York Stock Exchange, they will be effective that same day, otherwise, changes generally will be effective as of the close on the next business day.

III. PAYMENT OF BENEFITS

A. How much money will I get when I receive my benefits under the Plan?

Due to fluctuations in the yields on investments, the exact amount that you will receive in the future when you receive your Individual Account cannot be determined now. You are eligible to receive your Individual Account when you satisfy the conditions described in the Answers to Question B below. The amount in your account, called your Accumulated Share, will be determined as follows:

1. Take your Accumulated Share as of your last statement.
2. Add all of your Contributions since your last statement.
3. Add your investment gains or losses since your last statement.
4. Subtract your share of administrative expenses since your last statement.
5. The resulting amount is your Accumulated Share.

(Refer to Sections 2.2 and 3.1 of the Plan)

B. When am I entitled to receive my Accumulated Share?

You can receive your Accumulated Share upon satisfying any one of the following conditions:

1. At Retirement -

If you have attained the age of 62 (Normal Retirement Age) and no Contributions have been made to your Individual Account for at least three consecutive months, or you are receiving a pension from the IBEW Pacific Coast Pension Fund, you are entitled to receive Accumulated Share.

2. When you stop working as an electrician in the geographical jurisdiction of the Plan -

Regardless of your age, you may apply for payment of your Accumulated Share if you stop working as an electrician and have not been employed or self-employed or seeking employment for at least twelve consecutive calendar months (three months for the variable Contribution part of your Accumulated Share) in the electrical contracting industry, whether union or non-union, including construction, maintenance or repair work described in the Union Constitution in the geographic area covered by this Plan or any other retirement plan related to this Plan under a Reciprocity Agreement. However, if the amount in your Individual Account is less than \$500.00 and there have been no Contributions recorded in the past twelve months, your Accumulated Share may be withdrawn.

3. If you are Totally and Permanently Disabled -

Regardless of your age, if you are totally and permanently disabled, as a result of any medically determinable physical or mental impairment, you may apply for your Accumulated Share. You will be considered to be totally and permanently disabled only if you are entitled to a Social Security Disability Benefit.

4. When you reach age 70½ -

Payment of your Accumulated Share may commence at your request as of any Valuation Date following attainment of age 70½, even though you continue to work. If you are a 5% owner of your Employer or if you have retired, payment of your Accumulated Share will commence automatically at age 70½.

5. Upon Your Death -

Upon your death, your Accumulated Share will be paid to your designated Beneficiary in either a lump sum or an annuity - at the election of your Beneficiary. (Refer to Section 3.2 of the Plan)

C. In what form will I be paid my Accumulated Share?

When you become eligible for benefits, you may elect to receive payment either in the form of a single lump sum payment, periodic payments, or an annuity. However, if your Individual Account balance is less than \$5,000 it will only be paid in a single lump sum payment.

If you elect to receive your Accumulated Share in the form of an annuity, your Individual Account balance will be used to purchase an annuity contract with an insurance company. This form of benefit provides periodic equal payments (usually monthly but, in any case, at least on an annual basis) for a certain period of time. You may elect to receive payments for your lifetime, the lifetimes of yourself and a Beneficiary, or for a guaranteed period of time. Of course, the longer the payments are expected to last, the smaller the periodic payments will be.

If you are married, the automatic form of payment will be a 50% Joint and Survivor Annuity unless both you and your Spouse reject this form of payment in writing and you elect another form of benefits. (Refer to Section 3.3 of the Plan)

D. How does the payment of a Joint and Survivor Annuity affect my benefits?

Under the Joint and Survivor Annuity you will receive a lifetime annuity and an amount will be continued to your surviving Spouse or beneficiary (“contingent beneficiary annuity”) for his/her lifetime in the event that you die first. The amount of the survivor benefit can be from 50% to 100% of the amount of your benefit at your election. Since the annuity payments are guaranteed for two lifetimes, the probability is that more payments will be made than would be the case if only one lifetime were covered. This reduces the amount of the periodic benefit to you. How much of a reduction depends upon the difference in age between you and your Spouse.

Some additional rules governing the Joint and Survivor Annuity are:

- To be eligible for the Joint and Survivor Annuity, the surviving Spouse of a Participant who dies after receiving a Joint and Survivor Annuity must be married to him on the original effective date of the annuity.
- Once payment of a benefit starts as a Joint and Survivor Annuity, it will not be increased due to the subsequent divorce or the death of the Spouse.
- The rights of a former Spouse or other family member described in a Qualified Domestic Relations Order may reduce or eliminate survivor benefits due a current Spouse.
- The Spouse of an Participant who retires with the Joint and Survivor Annuity in effect is entitled to the survivor benefit in the event of divorce unless otherwise stated in a Qualified Domestic Relations Order. (Refer to Sections 3.3 and 4.7 of the Plan)

E. May I choose another form of payment other than the Joint and Survivor Annuity, even if I am married?

Yes. However, in order to reject the Joint and Survivor Annuity, both you and your Spouse must sign a form waiving this form of payment. Both of your signatures must be witnessed by a notary public. You and your Spouse may reject the Joint and Survivor Annuity or revoke a previous rejection any time before your retirement effective date. In any case, you and your Spouse will have the right to elect or reject the Joint and Survivor Annuity up to 90 days after being advised of its terms and conditions. (Refer to Section 3.3 of the Plan)

F. What are the rights of my Spouse if I should die prior to the distribution of the money from my Individual Account?

If you die before receiving a distribution from your Individual Account, your Spouse may elect to receive your Accumulated Share in the form of either a single life annuity or a single lump sum payment or periodic payments. (Refer to Section 3.2 of the Plan)

G. What if I am not married when I apply for a distribution from my Individual Account?

If you do not have a Spouse when you apply for benefits, your benefits will be payable in the forms of a single lump sum payment, periodic payments, or annuities including survivor annuities at your election.

IV. DESIGNATION OF BENEFICIARY AND ASSIGNMENT OF BENEFITS

A. How do I designate a Beneficiary for my Individual Account?

You may designate a Beneficiary on a form provided by the Administrative Office. You may also change the Beneficiary designation at any time. However if you are married and

you wish to change your designation to someone other than your Spouse as Beneficiary, your Spouse must waive her rights in writing and her signature must be witnessed by a notary public.

B. May I name anyone as a Beneficiary?

Yes. However, if you are married and name a Beneficiary other than your Spouse, your Spouse is still entitled to the spousal rights in your account balance unless both you and your Spouse have signed a waiver form. If you are divorced and remarry, you and your new Spouse must sign a waiver, otherwise, the spousal rights of your new Spouse will automatically go into effect. A spousal Consent Form is available at the Administrative Office and will be mailed upon request.

In the case of a prior marriage, the rights of a former Spouse under a Qualified Domestic Relations Order may eliminate or reduce the benefits to which you would otherwise be entitled if you retire or withdraw your Accumulated Share. The rights of a former Spouse under a Qualified Domestic Relations Order may also eliminate or reduce the benefits for the person to whom you are married on your date of death or any other named Beneficiary. Please be aware that to the extent part or all of your Accumulated Share has previously been assigned by a Qualified Domestic Relations Order it is not available to you or your designated beneficiary. (Refer to Sections 4.5 and 4.7 of the Plan)

C. May I assign my benefits or use my Individual Account as collateral for a debt to another person or party?

No. Neither you nor any Beneficiary can assign or use as collateral your Individual Account under the Plan. However, payment of your Accumulated Share may be subject to Qualified Domestic Relations Order, in which case your former Spouse or other alternate payee may be able to withdraw their share of benefits before you would otherwise be eligible to withdraw your share. (Refer to Section 3.7 and 4.7 of the Plan)

D. What is a Qualified Domestic Relations Order (QDRO)?

Under the federal law, the Plan must honor certain domestic relations court or administrative orders for the benefit of your Spouse, former Spouse or for the support of your children or other dependents. The Administrative Office has procedures it will follow if such an order is received. An order that meets the requirements of federal law is considered a QDRO and the Administrative Office is required to comply with its terms. An alternate payee (former Spouse or guardian of minor children) under a QDRO may receive a distribution of his or her portion of your Accumulated Share at any time pursuant to the terms of the QDRO and upon submitting the completed application. If you have further questions regarding your rights or if you want to obtain a copy of the Plan's QDRO procedures without charge, please contact the Administrative Office.

V. TAXES

A. Will I have to pay tax on the money in my Individual Account?

The amount credited to your Individual Account through Employer Contributions and earnings is not considered taxable income to you until you actually receive the money. It is therefore very important that you discuss with your tax advisor the manner in which you should take the money out of your Individual Account. Tax advice of this nature cannot be provided by the Administrative Office. There are serious tax consequences that depend upon the way that payments from the Plan are made to you. The investment record keeper is required to withhold federal income taxes from any payments made to you, unless those payments are directly rolled over to an individual retirement account or annuity (IRA) or another qualified retirement plan or unless you are paid in an annuity form and you elect not to have federal income tax withholding. The investment record keeper will have to report to the appropriate government tax agencies any payments made to you, your Spouse or your Beneficiary.

B. May I roll over any lump sum payment I receive from the Retirement Plan?

You may directly roll over your Accumulated Share into an IRA or another qualified retirement plan. You can also have the Plan purchase a life annuity from an insurance company on your behalf and you will only be taxed on the amount you receive in the form of periodic payments. At the time of your withdrawal or retirement, you will be given full information on the then current law applicable to rollover rights.

C. Does the Plan allow a direct rollover to another qualified retirement plan?

Yes. If you are eligible for a distribution, you may make a direct rollover of your Accumulated Share to another qualified plan if permitted by the other plan. You may not make a direct rollover of payments you receive if you have elected an annuity form of benefit payment.

D. Does the Plan allow a direct rollover from another qualified retirement plan, IRA, 403(a), 403(b) or 457 retirement plans?

Yes. You may make a direct rollover of funds to this Plan if you have funds in qualified retirement plan of another employer, an IRA, or a 403(a), 403(b) or 457 retirement plan. You may not make a direct rollover of payments you are receiving if you have elected to receive an annuity from the other plan.

E. May I transfer my Individual Account balance to another IBEW Retirement Plan?

Yes. If you are no longer working in the jurisdiction of IBEW Local 76 but are currently working in the jurisdiction of another IBEW Local Union, you may transfer your Account balance under this Plan to another IBEW defined contribution retirement plan, provided that:

- such other plan is an individual account defined contribution plan;
- such other plan is tax qualified under IRS Code Section 401;
- such other plan is sponsored by an IBEW local union and one or more employers has a collective bargaining agreement with the IBEW local union;
- such other plan contains a provision similar to this Plan permitting trustee to trustee transfers to this Plan in similar circumstances;
- you are not working in the jurisdiction of IBEW Local 76 at the time of your request and there have been no Contributions to your Individual Account for at least twelve (12) consecutive months;
- you are an active Participant in and have an individual account under the plan to which the transfer is to be made. (Refer to Section 3.6 of the Plan)

VI. RIGHTS TO BENEFITS

A. Is the balance in my Individual Account guaranteed?

No, the balance in your Individual Account is not guaranteed. The Board of Trustees is required to administer the Plan in a responsible manner in compliance with federal law. However, neither the Board of Trustees nor any contributing Employer nor your Union, nor any Employee or consultant to the Plan can guarantee that your Individual Account will not suffer losses that may occur due to customary risks inherent in the investment of the Plan's assets.

B. What happens if the Retirement Plan is terminated?

There is no intent to terminate the Plan. However, further changes in the law or economic conditions may make it advisable to do so. If it is terminated, after payment of the Plan termination expenses, the balance of the Plan's assets shall be distributed to the then Participants with each Participant receiving a share of the remaining assets in proportion to the ratio that his/her Individual Account balance bears to the total of all the Participants' Individual Account balances. None of the assets shall be returned to any Employer. (Refer to Section 4.12 of the Plan)

C. Does the Retirement Plan have any break-in-service provision that would cause me to lose the balance in my Individual Account if I stop working?

No. You are at all times 100% vested in your account balance. There are no years of service requirements for eligibility, vesting, or benefit accrual under this Plan. Your Individual Account may at any time be more or less than the Contributions made on your behalf due to investment gains or losses and operating expenses.

VII. APPLICATION AND APPEALS PROCEDURES

A. What is the application procedure for withdrawing my Individual Account?

An application form to withdraw your Individual Account can be obtained from the Administrative Office and must be completed and filed with the Administrative Office at least 60 days before payment is to commence. (Refer to Section 4.1 of the Plan)

B. What is the procedure to follow if an application for benefits is denied?

If you have received a notice that your claim for benefits has been denied you may submit a written request for review of the denied claim within 60 days (180 days in the case of a claim for disability benefits) of the receipt of the notice of denial. A hearing will then be held by the Trustees on the request for review. Thereafter, the Trustees will render a written decision affirming, modifying or reversing the prior action. Thereafter, if you are dissatisfied with the decision of the Trustees, you may proceed to file suit in court to challenge the decision of the Trustees. The Trustees have adopted specific Claim Procedures. A copy of the Claim Procedures can be found as Appendix A to this Summary Plan Description.

VIII. AVAILABILITY OF PLAN DOCUMENTS

A. Are Plan Documents available to Employees and Beneficiaries?

Yes. Copies of the Trust Agreement, Plan and any Plan Amendments, statements of assets and liabilities and income and expenses of the Plan, and a summary of the annual report are available at the Administrative Office during regular business hours and upon written request will be furnished by mail.

Copies of the Collective Bargaining Agreements and a full annual report (Form 5500) are available for inspection at the Administrative Office during regular business hours and upon written request will be furnished by mail upon payment of reasonable charges. You should therefore find out what that charge will be before writing and asking for copies of these documents.

This explanation of the Retirement Plan is no more than a brief and very general statement of the most important provisions of the Plan. No general statement such as this can adequately reflect all of the details of the Plan. Nothing in this statement is meant to interpret or extend or change in any way the provisions expressed in the Plan itself. The rights of an Employee or Beneficiary can only be determined by consulting the actual text of the Retirement Plan. The complete text of the Retirement Plan appears in the last part of this booklet.

**INFORMATION REQUIRED BY THE EMPLOYEE RETIREMENT INCOME
SECURITY ACT OF 1974 (ERISA)**

NAME OF PLAN

The name of the Plan is Retirement Plan of the I.B.E.W. Local 76 Retirement Trust.

TYPE OF PLAN

The Plan is a defined contribution money purchase pension plan. This type of plan and the benefits it provides are not covered by the Pension Benefit Guaranty Corporation's plan termination insurance program.

AGENT FOR SERVICE OF LEGAL PROCESS

The name and address of the person designated as agent for service of legal process is:

Leroy T. Hare
Employee Benefit Administrators, Inc.
19059 St. Andrews Dr. NW
Soap Lake, Washington 98851

The service of legal process may also be made upon a Plan Trustee.

COLLECTIVE BARGAINING AGREEMENTS

The Plan is maintained in accordance with Collective Bargaining Agreements between various Employers and Local Union 76 of the International Brotherhood of Electrical Workers. The Collective Bargaining Agreements provide for Contributions by the Employers to the Trust. There are no Employee contributions. If you have variable contributions made to the Plan, such contributions are considered to be Employer Contributions. A list of the employers and unions that are sponsoring this Plan is available for examination at the Administration Office. The list of sponsoring employers and unions and information as to whether a particular employer or union is a sponsor of this Plan and, if so, the employer or union's address may be obtained by written request to the Administration Office.

The Trust Agreement provides that individual Employers shall not be required to make payments or Contributions to the cost of the operation of the Plan, except as may be provided in the Collective Bargaining Agreements, Special Agreements, or the Trust Agreement.

FISCAL YEAR

The Fiscal Year of the Trust is the twelve-month period ending each December 31. The Fiscal Year is also the Plan Year.

PLAN ADMINISTRATOR

The Plan is administered by the Board of Trustees composed of an equal number of Employee and Employer representatives. The name, address (which is the official Administrative Office), telephone number, Employer Identification Number (EIN) and Plan number are as follows:

Name: Board of Trustees
Retirement Plan of the I.B.E.W. Local 76 Retirement Trust

Address: P.O. Box 220
19059 St. Andrews Dr. NW
Soap Lake, WA 98851

Telephone: (509) 246-1342 or 1-800-460-2940 (toll free)

EIN: 91-6243526

Plan Number: 001

The names and business addresses of the members of the Board of Trustees are:

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Tacoma, WA 98409

The day-to-day administration is performed for the Board of Trustees by Employee Benefit Administrators, Inc., a contract third party administrator. Investment recordkeeping and disbursement services are provided by New York Life Benefit Services, LLC. The Board of Trustees also employs other personnel including consultants, actuaries, attorneys, accountants, etc.

All Plan benefits are funded and provided directly from the Retirement Trust unless the Participant elects an annuity in which case benefits are provided through an annuity contract with an insurance company.

STATEMENT OF ERISA RIGHTS

As a Participant in this Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Administrative Office and at other specified locations such as work sites and union halls, all documents governing the Plan, including collective bargaining agreements and a copy of the latest annual report (Form 5500) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefit Security Administration.
- Obtain upon written request to the Administrative Office, copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500) and updated summary plan description. The Administrative Office may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Administrative Office is required by law to furnish each Participant with a copy of this summary annual report.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age which is age 62 under this Plan and, if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you 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 a every twelve months. The Plan must provide the statement free of charge.

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 this Plan. The people who operate your Plan, called fiduciaries of the Plan, have a duty to act prudently and in the interest of you and other Plan Participants and Beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforcing Your Rights

If your claim for pension benefits 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 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 that you be provided with the materials and paid up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrative Office. If you have a claim for benefits that is denied or ignored in whole or in part, you may file suit in a 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 if, for example, it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Administrative 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 Administrative Office, 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.

**RETIREMENT PLAN
of the
IBEW LOCAL 76 RETIREMENT TRUST**

SUMMARY PLAN DESCRIPTION

**Appendix A
Claims Procedure
Effective January 1, 2002**

Section 1. Introduction

Section 503 of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), requires an employee benefit plan to:

- provide adequate notice in writing to any participant or beneficiary whose claim for benefits under the plan has been denied, setting forth the specific reasons for such denial, written in a manner calculated to be understood by the participant, and
- afford a reasonable opportunity to any participant whose claim for benefits has been denied for a full and fair review by the appropriate named fiduciary of the decision denying the claim.

Department of Labor regulations under ERISA section 503 require an employee benefit plan to establish and maintain reasonable procedures governing the filing of benefit claims, notification of benefit determinations, and appeal of adverse benefit determinations.

This claim procedure is intended to satisfy, and to be construed in accordance with ERISA section 503 and the regulations thereunder.

Section 2. Definitions

“Administrative Office” means Employee Benefit Administrators, Inc.

“Adverse benefit determination” means any of the following: a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including any such denial, reduction, termination, or failure to provide or make payment that is based on a determination of a participant's or beneficiary's eligibility to participate in the Plan.

“Board” means the Board of Trustees of IBEW Local 76 Retirement Trust, or any committee of members of the Board to whom the Board, under the governing provisions of the Plan or Trust Agreement, has delegated the Board’s responsibilities in this Procedure.

“Claimant” means any Plan participant or beneficiary who files a claim or is treated as having filed a claim under this Procedure, or who is adversely affected by an adverse benefit determination.

“Disability Benefit” means a benefit that is available to a Claimant only upon a showing of disability. A benefit is not a Disability Benefit, however, if the finding of disability is made by a party other than the Administrative Office or the Board for purposes other than making a benefit determination under the Plan (for example, if the Plan provides that pension benefits shall be paid to a person who has been determined to be disabled by the Social Security Administration).

“Plan” means the Retirement Plan of the IBEW Local 76 Retirement Trust.

Section 3. Authorized Representative

A Claimant may authorize a representative to act on Claimant’s behalf in pursuing a benefit claim or request for review of an adverse benefits determination. To authorize a representative, the Claimant must file a written authorization with the Administrative Office at its address below:

Employee Benefit Administrators, Inc.
P.O. Box 220
Soap Lake, WA 98851

The written authorization must contain the Plan’s name, the Claimant’s name, address and telephone number, and the authorized representative’s name, address, telephone number and fax number (if available). The written authorization must be signed and dated by the Claimant and the authorized representative. The authorization may include the following text:

“I, the Claimant named below, authorize the person named below to represent me in pursuing my claim for benefits under the Retirement Plan of the IBEW Local 76 Retirement Trust, including any appeal of an adverse benefits determination. I authorize the Plan’s Administrative Office and the Board of Trustees of the IBEW Local 76 Retirement Trust to provide my representative upon request all information and documents that I am entitled to request.”

Section 4. Claim for a Benefit

- (a) **No Claim Necessary When an Application Filed.** A Claimant’s application for benefits under the provisions the Plan is considered a claim for benefits under this Procedure.
- (b) **Filing a Claim.** A Claimant may file a claim for benefits with the Administrative Office as follows. The claim must be in writing. The claim must contain the name of this Plan, the Claimant’s name, the Claimant’s address, telephone number and fax number (if available) and a description of the benefit claimed. If the claim is submitted by Claimant’s authorized representative, the claim must contain the authorized representative’s name, address, telephone number and fax number (if available). The claim must be addressed to the Administrative Office at the address below, which must appear on the claim itself and on any envelope that contains the claim.

Employee Benefit Administrators, Inc.
P.O. Box 220
Soap Lake, WA 98851

Section 5. Decision on Claim

- (a) **Time Limits for Decision on Claim (other than for a Disability Benefit); Extension.** If the Administrative Office wholly or partially denies a claim that is not a claim for a Disability Benefit, the Administrative Office shall notify the Claimant in accordance with Section 6 of the adverse benefit determination within a reasonable period of time, not to exceed ninety (90) days after the Administrative Office receives the claim, unless the Administrative Office determines that special circumstances require an extension of time for processing the claim. If the Administrative Office determines that an extension of time for processing is required, then the Administrative Office shall furnish written notice of the extension before the initial 90-day period expires. The extension may not exceed a period of 90 days from the end of the initial 90-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrative Office expects to render its decision on the claim.
- (b) **Time Limits for Decision on Claim for a Disability Benefit; Extensions.** If the Administrative Office wholly or partially denies a claim for a Disability Benefit, the Administrative Office shall notify the Claimant in accordance with Section 6 of the adverse benefit determination within a reasonable period of time, not to exceed forty-five (45) days after the Administrative Office receives the claim, unless the Administrative Office determines that special circumstances require an extension of time for processing the claim. If the Administrative Office determines that an extension of time for processing is required, then the Administrative Office shall furnish written notice of the extension before the initial 45-day period expires. The extension may not exceed a period of 30 days from the end of the initial 45-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Administrative Office expects to render its decision on the claim. If, before the end of the first 30-day extension period, the Administrative Office determines that, due to matters beyond the control of the Administrative Office, a decision cannot be rendered within that extension period, the Administrative Office may extend the period for making the determination for up to an additional 30 days, provided that the Administrative Office notifies the Claimant, before the first 30-day extension period expires, of the circumstances requiring the extension and the date as of which the Administrative Office expects to render its decision on the claim. In the case of any extension under this Section 5(b), the notice of extension shall specifically explain the standards on which entitlement to a Disability Benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the Claimant shall be afforded at least 45 days from the Claimant's receipt of the notice within which to provide the specified information. In the event that a period of time is extended as permitted pursuant to this Section 5(b) due to a Claimant's failure to submit information necessary to decide a claim, the period for deciding the claim shall be tolled (suspended) from the date on which the notification of the extension is sent to the Claimant until the date on which the Claimant responds to the request for additional information.

Section 6. Notice of Adverse Benefit Determination

The Administrative Office shall provide a Claimant with written notice of any adverse benefit determination. The notice shall set forth, in a manner calculated to be understood by the Claimant:

- (1) Specific reason or reasons for the adverse benefit determination;
- (2) reference to the specific Plan provisions on which the determination is based;
- (3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary;
- (4) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to bring a civil action under ERISA section 502(a) following an adverse determination on review; and
- (5) if the adverse benefit determination relates to a Disability Benefit:
 - (i) if an internal rule, guideline, protocol, or other similar criterion was relied upon in denying the claim, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; and
 - (ii) if the adverse 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.

Section 7. Appeal of Adverse Benefit Determination

- (a) **Appeal.** A Claimant has the right to appeal an adverse benefit determination to the Board. An appeal must be in writing and must be addressed to the Board at the address below, which must appear on the appeal itself and on any envelope that contains the appeal.

Board of Trustees of the IBEW Local 76 Retirement Trust
c/o Employee Benefit Administrators, Inc.
P.O. Box 220
Soap Lake, WA 98851

- (b) **Time Limits for Submitting Appeal.** A Claimant must submit an appeal of an adverse benefit determination within 60 days (180 days in the case of a claim for a Disability Benefit) after he or she receives notification of the adverse benefit determination (the "Appeal Period"). The Board has no obligation to review any appeal, unless the appeal is submitted within the Appeal Period. If the appeal not submitted within the Appeal

Period, the Claimant loses the right to appeal (and may lose the right to file suit in court to challenge the adverse benefit denial).

(c) **Procedure**

- (1) The Claimant may submit to the Board written comments, documents, records, and other information relating to his or her claim for benefits.
- (2) Upon written request by the Claimant, the Claimant shall be provided, free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to his or her claim for benefits.
- (3) The Board's review will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.
- (4) If the claim is for a Disability Benefit:
 - (i) the Board's review will not afford deference to initial adverse benefit determination and no individual who is either the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual, shall conduct the review;
 - (ii) in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, the Board shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;
 - (iii) the health care professional engaged for purposes of a consultation under paragraph (ii) above shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual; and
 - (iv) the Board shall identify medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the determination.

Section 8. Benefit Determination on Review; Notice of Determination

- (a) **Time Limits for Benefit Determination on Review; Extension.** The Board shall notify the Claimant, in accordance with subsection (b) below, of the Board's benefit determination on review within a reasonable period of time, not to exceed 60 days after receipt of the Claimant's request for review by the Board, unless the Board determines that special circumstances require an extension of time for processing the claim. If the Board determines that an extension of time for processing is required, the Board shall furnish written notice of the extension to the Claimant before the initial 60-day period expires. The extension shall not exceed a period of 60 days from the end of the initial 60-day period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Board expects to render the determination on

review. If the claim is for a Disability Benefit, a period of 45 days, rather than 60 days, applies for purposes of this Section.

- (b) **Notice of Benefit Determination on Review.** The Board shall provide a Claimant with notice of its benefit determination on review. In the case of an adverse benefit determination, the notice shall set forth, in a manner calculated to be understood by the Claimant:
- (1) the specific reason reasons for the Board's determination;
 - (2) reference to the specific Plan provisions on which the benefit determination 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;
 - (4) a statement describing any voluntary appeal procedures offered by the Plan and the Claimant's right to obtain the information about such procedures, and a statement of the Claimant's right to bring an action under ERISA section 502(a);
 - (5) if the adverse benefit determination relates to a Disability Benefit:
 - (i) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other similar criterion will be provided free of charge to the Claimant upon request;
 - (ii) 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
 - (iii) 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."
- (c) **Furnishing Documents.** In the case of an adverse benefit determination on review, the Board shall provide such access to, and copies of, documents records and other information described in subsection (b)(3), (b)(4) or (b)(5) above as is appropriate.

Section 9. Hearing

If the Board deems it necessary or desirable in the conduct of its review of a denied claim, the Board may hold a hearing or hearings, under such terms and conditions as it may prescribe, to receive evidence and to which it may invite the Claimant to attend.

**RETIREMENT PLAN
of the
IBEW LOCAL 76 RETIREMENT TRUST**

As Amended and Restated
Effective January 1, 2002

With Amendment No. 1 (adopted November 9, 2002),
Amendment No. 2 (adopted September 24, 2003), and
Amendment No. 3 (adopted November 24, 2003), and
Amendment No. 4 (Adopted January 18, 2008) Incorporated

PREAMBLE

The Retirement Plan for the IBEW Local 76 Retirement Trust was adopted January 1, 1981 and has been amended from time to time. In order to provide contemporary benefits including individual Participant investment options and to effect continuing compliance with Federal Laws and Regulations, the Retirement Plan was amended and restated effective January 1, 2001 and again January 1, 2002. Effective January 1, 2002, the I.B.E.W. Local 76 Supplemental Income Plan was merged into the Retirement Plan. For purposes of the Internal Revenue Code, this plan is a money purchase pension plan.

SECTION 1. DEFINITIONS

1.1. Accumulated Share.

The term Accumulated Share as used herein means the amount payable from an Individual Account as described in Section 3.1 of this Plan.

1.2. Annuity Starting Date.

The term Annuity Starting Date for a Participant means the first day of the first calendar month starting after the Participant has fulfilled all of the conditions for benefits, including the requirement of filing an application for benefits.

1.3. Beneficiary.

The term Beneficiary as used herein means a person, other than an Employee or Retiree who is receiving or entitled to receive benefits from the Plan because of designation for such benefits by an Employee or Retiree or because of the provisions of the Plan.

1.4. Board of Trustees or Trustees.

The terms Board of Trustees or Trustees as used herein means the Board of Trustees established by the Trust Agreement and the persons who at any time are acting in such capacity pursuant to the provisions of the Trust Agreement.

1.5. Collective Bargaining Agreement.

The term Collective Bargaining Agreement means a written agreement between an Employer and the Union, and any amendment or renewal thereof, that requires the Employer to make contributions to the Plan or to any other plan that is party to a reciprocity agreement with this Plan. A collective Bargaining Agreement may be an agreement that solely provides for variable contributions described in Section 2.1.

1.6. Compensation.

The term Compensation means a Participant's W-2 wages. W-2 wages means wages for federal income tax withholding purposes, as defined under section 3401(a) of the Code, plus all other payments to an employee in the course of the Employer's trade or business, for which the Employer must furnish the employee a written statement under sections 6041, 6051 and 6052 of the Code, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code).

1.7. Computation Periods.

The term Computation Periods means periods of time of 12 consecutive months that are described as follows:

- (a) Accrual computation period - shall mean the plan year.
- (b) Eligibility computation period - shall mean a plan year in which an employee first performs a covered hour of service.

The eligibility computation period shall be used in determining the date an employee becomes eligible to participate in the Plan.

With regard to any employee who has a one-year break in service during this eligibility computation period, another initial eligibility computation period shall be established, which shall begin on the first day of the plan year in which the employee again performs an hour of service (the re-employment commencement date) which occurs after the end of the prior eligibility computation period during which the employee was credited with zero (-0-) hours of service.

- (c) Vesting computation period - shall mean the plan year, and shall be used in determining a Participant's vested and nonforfeitable percentage of his or her accrued benefit.

1.8. Contributions.

The term Contributions as used herein means the amount contributed by each Employer to the Plan and provided in the Collective Bargaining Agreement and those amounts described in Section 2.1 as variable Contributions. Contributions shall include those amounts received by the Plan pursuant to a reciprocity agreement.

1.9. Employee.

The term Employee as used herein means an employee of the Employers, or of any employer, who performs work covered by any of the Collective Bargaining Agreements or a Special Agreement.

Employees of an employer who are not a part of a collective bargaining unit and are covered under a Special Agreement (other than "alumni" employees as defined in Treasury Regulations) will not accrue a benefit under the Plan for a Plan Year unless his or her employer contributes on behalf of all employees who are not a part of a collective bargaining unit.

The term Employee does not include any self-employed person, whether a sole proprietor, partner or otherwise.

1.10. Employer.

The term Employer as used herein means an individual firm or employing entity signatory to the Collective Bargaining Agreement between the Southwest Washington Chapter, Inc., National Electrical Contractors Association Inc., and Local Union No. 76, International Brotherhood of Electrical Workers.

1.11. Hour of Service.

The Hour of Service means the following:

- (a) Each hour for which an employee is paid, or entitled to payment under the terms of a Collective Bargaining Agreement or Special Agreement for the performance of duties for the Employer. These hours shall be credited to the employee for the computation period in which the duties are performed.
- (b) Each hour for which an employee is paid, or entitled to payment under the terms of a collective bargaining agreement, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence. No more than 501 hours of service shall be credited under this paragraph for any single continuous period (whether or not such period occurs in a single computation period). Hours under this paragraph shall be calculated and credited pursuant to section 2530.200b2(b) and (c) of the Department of Labor Regulations, which are incorporated herein by reference. Each hour for which back pay, under the terms of a collective bargaining agreement, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same hours of service shall not be credited both under paragraph (a) or paragraph (b), as the case may be, and under this paragraph (c).
- (c) These hours shall be credited to the employee for the computation period or periods to which the award, agreement, or payment is made.
- (d) Solely for the purpose of determining if a break in service occurs, hours of service shall include any hour that a Participant is absent from service with the Employer on account of (i) pregnancy of the Participant, (ii) birth of a child of the Participant, (iii) placement of a child in connection with the adoption of a child by the Participant, or (iv) caring for a child during the period immediately following the birth or placement for adoption. Hours of service required to be credited by the preceding sentence shall only be credited in the plan year in which the absence begins for one of the permitted reasons if the crediting is necessary to prevent a break in service in that year, or in the following year.

- (e) Hours of service shall be credited for employment with other members of an affiliated service group, a controlled group of corporations, or a group of trades or businesses under common control of which an Employer is a member.
- (f) Hours of service shall also be credited for any individual considered to be an employee under section 414(n) of the Code.
- (g) Employees who are not compensated on an hourly basis shall be credited with 190 hours of service for each month of employment.
- (h) Hours of service shall include contiguous non-covered service, which is service immediately following or preceding covered service (i.e., service covered by a collective bargaining agreement with the Union), if no quit, discharge, or retirement has occurred between such covered service and non-covered service.
- (i) Hours of service shall include any service the Plan must credit in order to satisfy the crediting of service requirements of section 414(u) of the Code.

1.12. Individual Account.

The term Individual Account as used herein means the account established for each Employee, pursuant to Section 2 of the Plan.

1.13. Non-Bargained Employee.

The term Non-Bargained Employee means an Employee who is not covered by a Collective Bargaining Agreement.

1.14. Participant.

The term Participant means any Employee or former Employee who is or who may become eligible to receive a benefit of any type from the Trust or whose Beneficiaries may be or become eligible to receive any such benefit.

1.15. Plan Year.

The term Plan Year as used herein means any period from January 1 through the following December 31. The Plan Year is also the Plan's fiscal year.

1.16. Plan.

The term Plan as used herein means the rules and regulations set forth herein.

1.17. Retiree.

The term Retiree as used herein means a person who has a balance in his or her

Individual Account and who satisfies the provisions of Section 3.2 of the Plan.

1.18. Self Directed Investment Options.

The term Self Directed Investment Options as used herein means the investment fund options available to Employees to direct all or portions of their Individual Account.

1.19. Special Agreement.

The term Special Agreement means a written agreement between an Employer and the Trustees that provides for the coverage of Non-Bargaining Employees under this Plan.

1.20. Spouse.

Spouse means a person to whom a Participant is legally married.

1.21. Trust.

The term Trust as used herein means the IBEW Local 76 Retirement Trust and its trust estate.

1.22. Trust Agreement.

The term Trust Agreement as used herein means the Agreement and Declaration of Trust entered into as of January 1, 1981 establishing the IBEW Local 76 Retirement Trust or as the same may hereafter be amended.

1.23. Union.

The term Union as used herein means Local Union No. 76, International Brotherhood of Electrical Workers, and any other lawful labor organizations that represent employees in collective bargaining with Employers and that satisfy the requirements of this Plan for establishment of an Individual Account.

1.24. Valuation Date.

The term Valuation Date as used herein means December 31 and any other interim date as determined by the Board of Trustees.

1.25. Year of Service.

The term Year of Service means a computation period during which an employee performs at least one hour of service under the Plan.

SECTION 2. INDIVIDUAL ACCOUNTS

2.1. General.

An Employee working under a Collective Bargaining Agreement shall become a Participant under this Plan as of (a) the first Hour of Service for which a Contribution as described in Section 1.8 is required to be made to this Plan by an Employer under the terms of a Collective Bargaining Agreement, or (b) the receipt by the Plan of Contributions from any other Plan that is party to a reciprocity agreement with this Plan. There are no age or service requirements for participation in this Plan.

Upon receipt of Contributions on behalf of an eligible Employee, an Individual Account shall be established for each such Employee. An Individual Account may be established on the basis of Contributions received by this Plan pursuant to a reciprocity agreement. If an Employee has previously received, or is currently receiving, payment of his Accumulated Share from this Plan and if such Employee has reached his required beginning date any Contributions received by the Plan on behalf of such Employee shall be paid to such in one lump sum as soon as practicable after the end of the Plan Year.

Effective January 1, 2002, an Employee may elect under the terms of a Collective Bargaining Agreement to have additional Employer Contributions (variable Contributions) made on his behalf to his Individual Account. An Employee may make such election for variable Contributions each time he is dispatched to an Employer from IBEW Local No. 76 and thereafter during the month of March to be effective April 1 of each year. Once an Employee has elected to have variable Contributions made on his behalf under the Collective Bargaining Agreement, he cannot change his election at any time except to cease such contributions, or when he is again dispatched to an Employer from IBEW Local No. 76, or during the month of March of a subsequent year to be effective April 1 of that year. The amount of Contributions subject to an Employee's election of variable Contributions shall be limited to either 4% of wages or 8% of wages.

2.2. Valuation of Accounts.

The amount in each such Individual Account shall be determined as follows:

- (a) The ending account balance in an Individual Account for the prior valuation period becomes the beginning account balance for the current valuation period.
- (b) Withdrawals from an Individual Account, if any, are deducted from the beginning account balance.
- (c) Investment income, including both realized and unrealized capital gains and losses and interest and dividends, net of investment expenses, will be calculated for each of the investment option funds of the Trust. The resulting investment income will be allocated on a pro rata basis to each Individual Account according to its balance in

each investment option fund, less any withdrawals for the month in which the allocation is made.

- (d) Contributions, both regular Employer Contributions and variable Contributions during the valuation period will be allocated to the Individual Account.
- (e) An investment selection change fee (if required by the Trustees) will be deducted from Individual Accounts that have changed their investment selection percentages from the last valuation period.
- (f) Plan administration expenses will be deducted from each Individual Account based upon the percentage that the balance in an Individual Account bears to the total assets of the Plan. However, the deduction of such expenses will not result in a negative account balance. Individual Accounts with a zero balance will be closed. Plan administration expenses will be allocated pro-rata among the investment option funds in an Individual Account.
- (g) The result of these steps is an ending account balance for the Individual Account for the valuation period.

2.3. Self Directed Investment Options.

An Employee may select from various investment option funds provided by the Trustees for the investment of his Individual Account. The Trustees may add, alter or delete investment options from time to time in their discretion. Employees will be advised of any pending changes of investment options and may redirect the investment of their Individual Account balances when changes in investment options occur.

Employees may direct their Individual Account balances into one or more of the investment options in whole number percentages. If an Employee does not submit an individual investment selection form or if the investment selection percentages do not add up to 100%, any remaining or undirected portion of Contributions shall be invested in a balanced investment fund selected by the Trustees.

Employees may change their investment direction or percentages at such times and in such manners as authorized by the Trustees. The Trustees have the authority to assess a charge to the Employee's Individual Account for changes.

2.4. Termination of Accounts.

An Individual Account shall be considered terminated:

- (a) on a Valuation Date, if the amount in the Individual Account is zero or less;
or,
- (b) in the month in which payment of the Accumulated Share is made in full.

2.5. Reduction of Individual Accounts.

The Trustees may, at any time, and in their sole and absolute discretion, uniformly reduce the amount in each Individual Account, but not below zero, so that in no event on any Valuation Date shall the total amounts in all Individual Accounts plus amounts established for expenses and reserves at that time, exceed then fair market value of the total net assets of the Trust and if such an event should occur then all existing Individual Accounts shall automatically be proportionately reduced so that the total of all Individual Accounts plus amounts established for expenses and reserves is not more than the fair market value of the total net assets.

2.6. Limitations on Rights of Employee.

The fact that Individual Accounts are established and valued as of each Valuation Date shall not give any Employee or others any rights, title or interest in the Trust or its assets, or in the Individual Account, except at the time or times and upon the terms and conditions herein provided. An Employee's right to the balance in his Individual Account is non-forfeitable from the time that such Individual Account is established.

2.7. Interim Valuation.

The Trustees may, in their sole and absolute discretion, fix interim Valuation Dates on a periodic basis which may then be used to determine the amount in Individual Accounts terminated or with respect to which request for payment has been made, following any previous Valuation Date.

2.8. Allocation of Expenses.

The Trustees may allocate all expenses, other than those attributable to a particular Individual Account, in an equal amount among all Individual Accounts or in proportion to the amount of each Individual Account balance or in a combination thereof as the Trustees may determine from time to time. The Trustees may charge any newly established Individual Account a reasonable charge to set up the new Individual Account so established.

2.9. Statements of Individual Accounts.

As soon as practicable after the close of each Plan Year, and more frequently as directed by the Trustees, each Participant who has an Individual Account shall receive a statement reflecting the balance of this Individual Account as of the most recent annual or quarterly Valuation Date.

2.10. Credit for Qualified Military Service

Notwithstanding any provisions of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with section 414(u) of the Code.

This Section 2.10 applies to Employees who are reemployed and again covered under this Plan on or after December 12, 1994.

2.11. Account 100% Vested

The Account of a Participant is at all times 100% vested and nonforfeitable.

SECTION 3. BENEFITS AND ELIGIBILITY

3.1. Amount to be Paid.

- (a) Upon the happening of any event calling for the payment of any annuity, lump sum amount, or other benefit from this Trust, the amount to be paid, subject to the specific provisions of the following sections, shall be the Employee's Accumulated Share determined as of the date of the event, as follows:
 - (i) Determine the Employees' Individual Account as of the most recent preceding Valuation Date.
 - (ii) Add to (i) above all Contributions received on behalf of the Employee, less expenses, if any. The resultant total shall be the Employee's Accumulated Share.
- (b) For the purpose of determining the amount of Accumulated Share pursuant to paragraph (a) of this Section, the date of the occurrence of the event calling for a payment shall be deemed to be the month in which the application for benefits is received by the Administrative Office.

3.2. Payment of Accumulated Share.

- (a) In the event that an Employee retires, the Accumulated Share, if any, shall be paid to the Employee in accordance with Section 4.1 of the Plan. Retirement shall be established by an Employee terminating employment and satisfying any one of the following conditions:
 - (i) Attainment of age 62 and no Contributions to the Employee's Individual Account for at least three consecutive months; or
 - (ii) Regardless of age, there has been no employment or self-employment or seeking of employment in the electrical contracting industry, whether union or nonunion, including construction, maintenance or repair work, in the geographic area covered by this Plan or any other retirement plan related to this Plan under a Reciprocity Agreement for at least 12 consecutive calendar months (3 months for that portion of the Accumulated Share attributable to variable Contributions). Such prohibited employment or self-employment or seeking of employment shall be any in electrical construction, maintenance or repair work as described in the Constitution of the International Brotherhood of Electrical Workers; or
 - (iii) Regardless of age, the amount in the Individual Account is less than \$500.00 and there have been no Contributions recorded in the past 12 consecutive months. Such Accumulated Share shall be distributed

following the next Valuation Date; or

- (iv) Entitlement to a Social Security Disability Benefit under Title II of the Social Security Act; or
 - (v) Receipt of a pension from the IBEW Pacific Coast Pension Fund; or
 - (vi) The Employee has reached his required beginning date. In no event shall the distribution of an Employee's Accumulated Share commence later than the Employee's required beginning date described in Section 4.2 of this Plan.
- (b) The Trustees may enact such rules and regulations for the enforcement of this Section involving medical examinations, documentary proof or any other matter as they in their sole discretion may determine. The Trustees shall have full authority and power to apply and interpret and such reports, proof, documents, etc., submitted in support of an application for benefits, and their decisions and judgments shall be made in a uniform and non-discriminatory manner.
- (c) In the event that an Employee dies before he becomes a Retiree, his Accumulated Share shall be paid to his Beneficiaries as an annuity or a lump sum, as elected by the Beneficiary, on the terms described in Section 3.3 of this Plan.

3.3. Form of Distribution of Accumulated Share.

- (a) An Employee may, at least 60 days prior to the time when distribution is to be made, request that the Trustees pay his Accumulated Share in any of the following forms:
- (i) A single life annuity providing monthly benefit payments for the life of the Employee;
 - (ii) A Joint and Survivor Annuity providing reduced monthly benefit payments for the joint lives of the employee and his Spouse and then, after the death of the Employee, if the Spouse survives, a monthly benefit payment for the life of the Spouse in an amount not less than 50% nor more than 100% of the amount of the joint life monthly benefit.
 - (iii) A contingent Beneficiary annuity providing reduced monthly benefit payments for the joint lives of the Employee and the Employee's designated Beneficiary and then, after the death of the Employee, if the designated Beneficiary survives, a monthly benefit payment for the life of the designated Beneficiary in an amount not less than 50% nor more than 100% of the amount of the joint monthly life benefit.
 - (iv) Distribution of all or part of the Employee's Accumulated Share in a single lump sum payment or in two or more payments over a period of years not to exceed the Employee's life expectancy.

- (b) In the absence of an election by an Employee of a form of distribution in (a) above, his Accumulated Share shall be paid in a manner described in (a)(i) if he is not married or in the form of a 50% joint and survivor annuity described in (a)(ii) if he is married.
- (c) If an Employee is married on the Annuity Starting Date, the Employee shall receive his Accumulated Share in the form of a qualified Joint and Survivor Annuity, unless the Employee has filed with the Administrative Office, in writing, a timely rejection of that form of benefits and has elected another form of benefits.
- (d) The distribution of any benefits under this Plan shall be subject to all of the following limitations and conditions:
 - (i) The annuity forms of benefits described in Section 3.3(a) shall not be available for selection by an Employee if the Employee's Accumulated Share does not exceed \$5,000 on the date of distribution or commencement of benefit payments. No lump sum distribution shall be made after the Annuity Starting Date even if the Employee's Accumulated Share does not exceed \$5,000, unless the Employee and the Employee's Spouse (or where the Employee died, the surviving Spouse) have consented, in writing, to such distribution.
 - (ii) If an unmarried Employee's Accumulated Share exceeds \$5,000, the benefits shall be paid only in the form of a single life annuity described in Section 3.3(a) unless the Employee, in writing, elects another form of benefits. If a married Employee's Accumulated Share exceeds \$5,000, benefit shall be paid only in the form of a Joint and Survivor Annuity described in Section 3.3(a) unless both the Employee and his Spouse have agreed, in writing, to waive the Joint and Survivor Annuity, such waiver designates a beneficiary or a form of benefits which may not be changed without written consent of the Employee's Spouse, and the Spouse's consent acknowledges the effect of such a waiver.
 - (iii) No part of the Accumulated Share shall be distributed unless written consent of the Employee and the Employee's Spouse (if any) is obtained not more than 90 days before the first day on which all events have occurred which entitle the Employee to such benefits. Nevertheless, if an Employee's Accumulated Share does not exceed \$5,000, the Trustees may, in their discretion, distribute such benefit without application or consent of the Employee at an appropriate time after an Employee ceases employment with an Employer maintaining the Plan or attains age 62.
 - (iv) In any written waiver, consent, or election under this Plan requiring signature of the Employee's Spouse, the Spouse's signature must be witnessed by a notary or representative of the Administrative Office, unless the Employee

can establish to the satisfaction of the Trustees that the Spouse's consent cannot be obtained because there is no Spouse, because the Spouse cannot be located, or because such other circumstances exist as may be described by the Secretary of the Treasury in regulations.

- (v) The election of a form of benefits and the revocation of such an election may be made, in writing, at any time prior to the Annuity Starting Date. After the Annuity Starting Date, the form of benefits cannot be changed.
- (vi) If the employee elects to receive benefits in one of the annuity forms described in Section 3.3(a), the amount of the benefit is the amount that can be purchased with the Employee's Accumulated Share under an insurance company annuity contract.
- (vii) If an employee dies, at any age, prior to the Annuity Starting Date, the Employee's surviving Spouse or Beneficiary shall be entitled to elect to receive benefits in the form of a single life annuity, or in the form of a distribution as described in Section 3.3(a)(iv), but not in the forms of survivor or beneficiary annuities as described in Section 3.3(a)(ii) or (iii).
- (viii) All benefits payable under this Plan shall be distributed beginning no later than the required beginning date over the life of the Employee, or over the lives of such Employee and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Employee, or the life expectancy of such employee and a designated Beneficiary).
- (ix) If the Employee dies before distribution of benefits is completed, any remaining portion of the Employee's interest shall be distributed at least as rapidly as under the method of distribution which was in effect prior to the Employee's death, and if the Employee's interest is not payable to a Beneficiary designated by the Employee, it shall be distributed within 5 years after such Employee's death.
- (x) If the Employee dies before distribution of benefits has commenced, any portion of the Employee's interest that is payable to a Beneficiary designated by the Employee shall be distributed over no longer than the life of such Beneficiary, commencing not later than one year after the Employee's death (or if the designated Beneficiary is the Employee's surviving Spouse, commencing not later than the date on which the Employee would have attained age 70½).
- (xi) The requirements that benefits be provided in the forms of a single life annuity described in Section 3.3(a)(i), Joint and Survivor Annuity described in Section 3.3(a)(ii), and a pre-retirement surviving Spouse death benefit described in Section 3.3(e), shall apply to all accrued benefits under the Plan attributable to Employer contributions and to Employee contributions.

- (xii) The failure by the Employee (or Spouse in the event of death of the Employee or if the form of benefits is other than a Joint and Survivor Annuity) to consent to an immediate distribution shall be deemed to be an election by the Employee or Spouse to defer the required form of benefits to age 62.
- (e) In the event that a distribution shall be made as a result of the Employee's death prior to Retirement, the form of distribution described in Section 3.3(a)(i) and (iv) shall be available to the surviving Spouse, or if there is no surviving Spouse, to his designated Beneficiary. In lieu of any other benefit under this Plan, a surviving Spouse of an Employee who dies prior to retirement shall be entitled to receive a monthly benefit equal to 100% of the monthly benefit which the Employee would have received had the Employee terminated on the date of death and received a distribution at that time with a single life annuity in effect. The payment of this surviving Spouse benefit shall commence as directed by the surviving Spouse within a reasonable time after the Employee's death. A surviving Spouse of a deceased Employee may elect, in writing, to waive any right to receive this surviving Spouse benefit and, in lieu thereof, elect to receive a payment or payments as described in Section 3.3(a)(iv) in the amount of the employee's Accumulated Share.
- (f) No less than 30 days and no more than 90 days before the annuity starting date, the Trustees shall provide to each Participant a written explanation of:
 - (i) the terms and conditions of the Joint and Survivor Annuity;
 - (ii) the Participant's right to make, and the effect of an election to waive, the Joint and Survivor Annuity;
 - (iii) the rights of the Participant's Spouse; and
 - (iv) the Participant's right to make, and the effect of, a revocation of the Participant's previous election to waive the Joint and Survivor Annuity.
- (g) The annuity starting date for a distribution in a form other than a Joint and Survivor Annuity may be less than 30 days after receipt of the written explanation described in the preceding paragraph provided:
 - (i) the Participant has been provided with information that clearly indicates that the Participant has at least 30 days to consider whether to waive the Joint and Survivor Annuity and elect (with spousal consent) a form of benefits payment other than a Joint and Survivor Annuity;
 - (ii) the Participant is permitted to revoke any affirmative distribution election at least until the annuity starting date or, if later, at any time prior to the expiration of the 7-day period that begins the day after the explanation of the Joint and Survivor Annuity is provided to the Participant; and

- (iii) the annuity starting date is a date after the date that the written explanation was provided to the Participant.

3.4. Failure to Apply for Accumulated Share.

In the event that no Contributions have been made to an Individual Account for a period of 60 consecutive months following the date when the Employee attains age 62 and no application for payment of the Accumulated Share has been made by the end of that period and the Trustees have been unable, with due diligence, to locate the Employee for whom such Individual Account was established, or his Beneficiary if the Employee is known to be deceased, then such Accumulated Share shall be forfeited and shall be applied to the expenses of the Trust. Provided that, if the Employee or his Beneficiary thereafter files an application and is entitled to payment of the Accumulated Share, such forfeiture shall be rescinded and payment shall be made.

3.5. Direct Rollover of Eligible Rollover Distributions

Notwithstanding any provisions of the Plan to the contrary that would otherwise limit a Participant's election, a Participant who is eligible for a distribution from this Plan may elect, at the time and in the manner prescribed by the Trustees, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover.

For purposes of this Section 3.5, the following definitions shall apply:

- (a) An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the Participant, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (b) An "eligible retirement plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan or contract described in section 403(a) or 403(b) of the Code, an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or a qualified plan described in section 401(a) of the Code and which agrees to accept and to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution

to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a qualified domestic relation order, as defined in section 414(p) of the Code. This paragraph shall apply to distributions made after December 31, 2001.

- (c) An "eligible Participant" includes an employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Participants with regard to the interest of the Spouse or former Spouse.
- (d) A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the Participant.

3.6. Transfer of Individual Account to Another IBEW Retirement Plan.

An Employee who is no longer working in the jurisdiction of IBEW Local 76, but is currently working in the jurisdiction of another IBEW Local Union, may request the Trustees to transfer his/her Individual Account balance under this Plan to another IBEW defined contribution retirement plan if the following conditions are satisfied:

- (a) Such other plan is an individual account defined contribution plan;
- (b) Such other plan is tax qualified under section 401 of the Code;
- (c) Such other plan is sponsored by an IBEW local union and one or more employers with which the IBEW local union has a collective bargaining agreement;
- (d) Such other plan contains a provision similar to this Section permitting trustee-to-trustee transfers to this Plan in similar circumstances;
- (e) The Employee requesting the transfer is not working in the jurisdiction of IBEW Local 76 at the time of the request and there have been no contributions to the Employee's Individual Account for at least 12 consecutive months;
- (f) The Employee requesting the transfer is an active Participant in and has an individual account under the plan to which the transfer is to be made.

This Section applies to all Employees regardless of when contributions to their Individual Accounts were made.

3.7. Distribution under a Qualified Domestic Relations Order.

An alternate payee under a qualified domestic relations order described in Section 4.7 shall have the right to apply for and receive a distribution of his or her benefits at any time in accordance with the terms of the qualified domestic relations order and the terms of this Plan following receipt and acceptance of the order by the Trustees, notwithstanding the provisions of Section 3.2.

3.8. Maximum Compensation Limitation.

The annual compensation of each Participant taken into account in determining allocations for any plan year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Code. Annual compensation means compensation during the plan year or such other consecutive 12-month period over which compensation is otherwise determined under the plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

3.9. Rollovers from Other Plans.

This Plan will accept Participant rollover contributions and/or direct rollovers of distributions made after December 31, 2001, from the following types of plans:

- (a) The plan will accept a direct rollover of an eligible rollover distribution from:
 - (i) a qualified plan described in section 401(a) or 403(a) of the Code, excluding after-tax employee contributions.
 - (ii) an annuity contract described in section 403(b) of the Code, excluding after-tax employee contributions.
 - (iii) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.
- (b) The Plan will accept Participant rollover contributions from:
 - (i) a qualified plan described in section 401(a) or 403(a) of the Code.
 - (ii) an annuity contract described in section 403(b) of the Code.
 - (iii) an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

SECTION 4. GENERAL PROVISIONS

4.1. Application for Accumulated Share and Annuity Starting Date.

Payment of a Participant's Accumulated Share shall begin no later than the 60th day after the end of the Plan year the Participant attains early or normal retirement age, or becomes totally and permanently disabled, and properly completes and submits an application for benefits with the Administrative Office.

If a Participant desires a distribution of his or her Accumulated Share upon separation from service prior to early or normal retirement age or total and permanent disability, payment of such accrued benefits to the Participant shall begin no later than the 60th day after the end of the Plan year in which the Participant completes a twelve-month (three months in the case of Accumulated Share attributable to variable Contributions) waiting period following termination of employment in any capacity with an Employer maintaining this Plan, and properly completes and submits an application for benefits with the Administrative Office.

The failure by the Participant (or Spouse in the event of death of the Participant or if the form of benefit is other than a Joint and Survivor Annuity) to consent to an immediate distribution shall be deemed to be an election by the Participant or Spouse to defer commencement of benefit payments to the later of age 62 or the normal retirement age under this Plan.

4.2. Required Beginning Date and Minimum Distribution Requirements.

A Participant's entire Accumulated Share must be distributed or begin to be distributed no later than the Participant's required beginning date.

For Participants who attain age 70½ before January 1, 1997, a Participant's "required beginning date" is April 1 of the calendar year following the calendar year in which the Participant attains age 70½.

For Participants who attain age 70½ after December 31, 1996, a Participant's "required beginning date" is the later of April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires, except that in the case of a Participant who is a 5-percent owner of an Employer the required beginning date is the April 1 of the calendar year following the calendar year in which the Participant attains age 70½. A Participant is treated as a "5-percent owner" if the Participant is a 5-percent owner as defined in section 416 of the Code at any time during the Plan Year ending with or within the calendar year in which such owner attains age 70½. Once distributions have begun to a 5-percent owner under this Section 4, they must continue to be distributed, even if the Participant ceases to be a 5-percent owner in a subsequent year.

With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2000, the Plan will apply the minimum distribution requirements of section

401(a)(9) of the Code in accordance with the regulations under section 401(a)(9) of the Code that were proposed in January 2001, notwithstanding any provision of the Plan to the contrary. The preceding sentence shall continue in effect until the end of the last calendar year beginning before the effective date of final regulations under section 401(a)(9) of the Code or such other date as may be specified in guidance published by the Internal Revenue Service.

4.3. Proof to be Furnished and Penalties for Fraud.

Every Employee, Participant, Retiree or Beneficiary shall furnish, at the request of the Trustees, any information or proof reasonably required for the administration of the Plan or for the determination of any matter that the Trustees may legitimately have before them. Failure to furnish such information or proof promptly and in good faith shall be sufficient reason for the denial of benefits to such Employee, or Beneficiary or for the suspension or discontinuance of benefits to such Retiree. The falsity of any statement, material to an application, or the furnishing of fraudulent information or proof shall be sufficient reason for denial, suspension or discontinuance of benefits under this Plan and in any such case, the Trustees shall have the right to recover any benefit payments made in reliance thereon.

4.4 Notice of Claim Denial and Review Procedures

- (a) In accordance with section 4.1 and with this Section 4.4, the Trustees shall adopt procedures for the presentation of claims for benefits and for the review of the denial of such claims. The procedures shall be maintained as a separate written document that either is part of or accompanies the Plan's summary plan description.

The decision of the Trustees or committee thereof upon such review shall be final, subject to appeal rights provided by law. If the decision upholds the whole or partial denial of the claim, the benefit claimant, to preserve the claim, must commence a legal action in a court of competent jurisdiction not later than 12 months following the date of the notice of the decision to the claimant.

- (b) No Participant, Beneficiary or person acting on behalf a Participant or Beneficiary may commence any legal action against the Plan or the Trustees concerning any claim or dispute arising under or connection with the Plan that does not involve a claim for benefits (for example, a claim that an individual is eligible to participate in the Plan or is eligible for a benefit that makes no claim for benefits), except upon satisfaction of all the following conditions:
- (i) The claimant must file a claim or complaint with the Trustees that includes the claimant's name and mailing address and that describes the claim or complaint, describes all evidence upon which the claim or complaint is based, identifies all relevant witness and documents and the relief or resolution demanded. The claimant must promptly notify the Trustees of any change in the claimant's address.

- (ii) The claimant cannot commence any legal action with respect to the claim or complaint for a period of 60 days after the claim or complaint is received by the Trustees;
- (iii) The Trustees or committee thereof shall have the opportunity to consider the claim or complaint, and may respond by a written decision;
- (iv) If the Trustees or committee responds to the claimant by written decision, the claimant must commence all legal actions with respect to the claim or complaint not later than 12 months after the Trustees mail a copy of the decision to the claimant.

4.5. Designation of Beneficiary.

- (a) Each Participant may designate, subject to the spousal consent rule below, any person or persons who may be designated contingently or successively (and who may be an entity other than a natural person) as his Beneficiary or Beneficiaries, to whom Plan benefits are paid if he dies before receipt of all such benefits. Each written Beneficiary designation shall be signed and be in a form prescribed or designated by the Trustees.
- (b) A married Participant shall not be allowed to designate a Beneficiary other than his lawful Spouse without such Spouse's written consent. If a married Participant subsequently desires to revoke such Beneficiary, his lawful Spouse must consent to such revocation and alternative Beneficiary selection, pursuant to ERISA section 205(c).
- (c) If no Beneficiary has been designated, or no designated Beneficiary has survived the Participant, distribution of the Participant's Accumulated Share shall be made to the next of kin in the following order of preference:
 - (i) The surviving Spouse.
 - (ii) The surviving children in equal shares.
 - (iii) The surviving parents in equal shares.
 - (iv) The surviving brothers or sisters in equal shares.

If the Participant leaves no named Beneficiary, Spouse, child, parent or brother or sister surviving, then his benefit shall be distributed to his estate.

4.6. Mental Incompetence.

In the event it is determined that an Employee, Retiree or Beneficiary is deemed mentally incompetent by a court, any benefit due such Employee, Retiree or Beneficiary shall be paid either to his legal guardian, or if there is none, the Trustees may make payment to his legal Spouse or other satisfactory representative.

4.7. Non-Assignment of Benefits.

No Employee, Retiree or Beneficiary shall have the right to assign, alienate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Trust. Neither the Trust nor any of the assets thereof, shall be liable for the debts of any Employee, Retiree or Beneficiary entitled to any benefits from this Trust, nor be subject to attachment or execution or process in any court of action or proceeding.

Notwithstanding the foregoing, benefits shall be paid in accordance with the applicable requirements of any Qualified Domestic Relations Order. A Qualified Domestic Relations Order is a judgment, decree or order (including approval of a property settlement agreement) that:

- (a) Relates to the provisions of child support, alimony payments, or marital property right to a Spouse, child or other dependent of an Employee and
- (b) Is made pursuant to state domestic relations law (including a community property law).

A domestic relations order is a Qualified Domestic Relations Order (QDRO) if it creates or recognizes the existence of an alternative payee's right to receive all or a portions of the benefits payable to an Employee under the Plan, specifies required information and does not alter the amount or form of the Plan benefits.

An Alternate Payee is a Spouse, former Spouse, child or other dependent of an Employee who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits under the Plan with respect to the Employee.

4.8. Powers of Trustees.

The Trustees shall be the sole judges of the standard of proof required in any case. In the application and interpretation of any of the provisions of this Plan, the decisions of the Trustees shall be final and binding on all parties including Employees, Employers, the Union, Retirees and the Beneficiaries, subject to the provisions of Section 4.4. All decisions and judgments shall be made in a uniform and non-discriminatory manner.

4.9. Maximum Annual Additions.

Notwithstanding any other provision of this Plan to the contrary, the annual additions (as defined in section 415 of the Code and any amendments thereto) credited to a Participant's account during a limitation year shall not exceed the applicable limitations of section 415 of the Code (including applicable Treasury Regulations and applicable transition rules that result from the amendment of section 415 of the Code), which limitations are incorporated into this Plan by this reference as if fully set forth in this Plan.

The following rules apply solely for purposes of applying this Section 4.9 and the limitations of section 415 of the Code (See IRS Notice 87-21, Q/A-11):

- (a) The term "compensation" (within the meaning of section 415 of the Code) is defined as wages, as defined in section 3401(a) of the Code, and all other payments of compensation to an Employee by his Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under sections 6041(d) and 6051(a)(3) of the Code. "Compensation" must be determined without regard to any rules under section 3401(a) of the Code that limit remuneration included in wages based on the nature or location of employment of the services performed (such as the exception for agricultural labor in section 3401(a)(2) of the Code). For limitation years beginning after December 31, 1997, for purposes of applying the limitations of this Section 4.9, "compensation" paid or made available during such limitation year shall include any elective deferral (as defined in section 402(g)(3) of the Code), and any amount which is contributed or deferred by the employer at the election of the employee and which is not includible in the gross income of the employee by reason of sections 125 or 457 of the Code. For limitation years beginning on and after January 1, 2001, for purposes of applying the limitations described in this Section 4.9, "compensation" paid or made available during such limitation years shall include elective amounts that are not includible in the gross income of the employee by reason of section 132(f)(4) of the Code.
- (b) The limitation year (within the meaning of section 415 of the Code) is the plan year.
- (c) With respect to a Participant who is a Participant in any other defined contribution plan maintained by the Employer, the limitations of section 415 of the Code shall apply to reduce, if necessary, the annual additions credited to the Participant's account under such other plan of the Employer. The Trustees shall be entitled to rely on a representation by the Employer that the annual additions credited to a Participant's account under this Plan does not cause the Participant's annual additions to exceed the limitations under section 415 of the Code.
- (d) For the purpose of combining and aggregating plans, the special rule for multi-employer plans described in Treasury Regulation section 1.415-8(e) shall apply.

4.10. Merger or Consolidation.

In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, the amount of benefit which an Employee would receive upon a termination of the Plan immediately after such merger, consolidation, or transfer shall be no less than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had been terminated.

4.11. Plan Amendment.

The Trustees may amend or modify the Plan at any time in accordance with the Trust Agreement, except that no amendment or modification may reduce any benefits that have been approved for payment prior to amendment, so long as funds are available for payment of such benefits.

4.12. Plan Termination.

In the event of termination or partial termination of the Plan, the assets then remaining, after providing for the expenses of the Plan and for the payment of any Accumulated Shares theretofore approved, shall be distributed among the Employees or Retirees. Each Employee or Retiree shall receive that part of the total remaining assets in the same ratio as his Accumulated Share bears to the aggregate amount of the Accumulated Shares of all Employees. No part of the assets shall be returned to any Employer or inure to the benefit of any Employer, employer association or the Union.

4.13. Loans.

Except for loans that were in existence on December 31, 2001 under the I.B.E.W. Local 76 Supplemental Income Plan and transferred to this Plan as part of the merger of the two plans, no Participant loans shall be available under this Plan until specifically authorized by the Trustees.