CONSTRUCTION WORKERS OF LAKE COUNTY, INDIANA

HEALTH REIMBURSEMENT ACCOUNT PLAN

SUMMARY PLAN DESCRIPTION

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CONSTRUCTION WORKERS OF LAKE COUNTY, INDIANA HEALTH REIMBURSEMENT ACCOUNT TRUST FUND

SUMMARY PLAN DESCRIPTION

INTRODUCTION

The Board of Trustees is pleased to provide you with this Summary Plan Description booklet which explains your Construction Workers of Lake County, Indiana Health Reimbursement Account Plan (HRA). The HRA program is a flexible spending plan that provides you with an account that can be used to pay health care premiums/contributions. It is expected that you can use the amount in this HRA to purchase health care coverage after you retire from active service and lose eligibility.

Eligibility and Forfeiture

When you work for an employer which has a collective bargaining agreement with Laborers' Local 41 or 81 which requires contributions to be made to the HRA on your behalf, the HRA contribution will be credited to your HRA account. You will become an eligible HRA participant when your Employer begins to have an obligation to make contributions on your behalf. The amount in your HRA account rolls over from year to year and will remain available to you until you need it, subject to the forfeiture rule described below. Your HRA account can only be forfeited due to inactivity. An account will be considered inactive if it has a balance of less than $100 and no contributions were made on your behalf for the prior two years (24 months). You will not be eligible for a distribution from your account until you are receiving a pension from the Construction Workers Pension Trust Fund, Lake County and Vicinity.

How You Can Use Your HRA Benefits

HRA Qualified Expenses

Effective September 2020, you may use the amount in your individual account only for making payments on behalf of yourself or your dependents to the Indiana Laborers' Welfare Fund for the

purpose of continuing or establishing eligibility for a plan provided by the Indiana Laborers' Welfare Fund or for any other qualified health plan if such payment is a payment for qualified medical expenses. If there is no qualified health plan available, qualified medical expenses will include dental treatment or eye exams, eyeglasses or reading glasses, prescription drugs or hearing aids.

Application for a benefit must be made in writing and must be filed with the Trustees prior to the payment of benefits.

Each participant or other claimant shall furnish the Board of Trustees with any information or proof reasonably required to determine his or her benefit rights.

More Information About the HRA Program

Tracking Your Account Balance - You will receive notices every [12] months showing the balance accrued in your HRA. In addition, you may contact Stewart C. Miller & Co., Inc. for an up-to-date explanation of the balance in your HRA.

Your Share of the Investment Yield - Each calendar year the Fund will determine the aggregate investment yield on the total amount in all HRA accounts, net of administrative costs, and will credit or debit a proportional amount to your account as of the valuation date of May 31 of each year.

In the Event of Your Death or Disability - Death or disability benefits cannot be paid from your HRA. However, in the event of your death, the balance in your account can be used by your surviving spouse. If there is no surviving spouse, or if your surviving spouse is unable to use the Individual Account for Qualified Expenses, then to your eligible dependents equally for Qualified Expenses.

HRAs Are Not Vested - Although one of the purposes of the HRA program is to help participants defray the cost of medical coverage after retirement, this is not a pension plan or bank account. You are not vested in the balance. Because this is a health and welfare benefit, all amounts in individual accounts remain general assets of the Construction Workers of Lake County, Indiana Health Reimbursement Account Trust Fund. The Trustees reserve the right to eliminate or modify this program at any time and in their sole discretion.

Call Stewart C. Miller & Co., Inc. at (219)769-6944 or email benefits@scmiller.com if you have any questions about how to use your account balance, eligible expenses, or how to file claims.

CLAIM AND APPEAL PROCEDURES

1. These Claim and Appeal Procedures ("Procedures") apply to the Construction Workers of Lake County, Indiana Health Reimbursement Account Plan ("Plan").

2. If you are a Participant or a Beneficiary (called a "claimant" for purposes of these Procedures) and you wish to receive a benefit from the Plan, you must file a claim with the Plan. A claim is considered to have been filed when a completed and signed application form has been received by the Fund Office. You may obtain the application and any other necessary forms by telephoning or writing the Fund Office at Stewart C. Miller & Co., Inc., 2111 West Lincoln Hwy Merrillville, IN 46410, phone: (219) 769-6944. You can also visit the Fund Office to obtain application forms. If you visit the Fund Office, a representative of the Plan can help you complete the forms and answer any questions regarding the application process.

3. A claim for a benefit is considered to have been received on the date the signed application form is received at the Fund Office.

4. Approval or denial of a claim for a benefit from the Plan will normally be made within 90 days after the claim has been received by the Plan. If additional time is required in special cases, the claimant will be notified in writing of the special circumstances requiring an extension of time and of the date by which the Plan expects to make a final decision on the claim. The extension of time to decide a claim is 90 days so the maximum processing time is 180 days (the initial 90 days plus one 90-day extension). If the Plan needs an extension of time, you will be given a written notice of the extension prior to the end of the initial 90-day period.

5. If your claim is denied, the Plan will send you a written notice stating the specific reason or reasons for the denial, making reference to pertinent Plan provisions on which the denial was based. If applicable, the notice will also describe any additional material or information necessary to process your claim, along with an explanation of why such material or information is necessary. A notice of claim denial will also include an explanation of the Plan's appeal procedures.

6. Any claimant whose claim has been denied in whole or in part may request a full and fair review (referred to in these Procedures as an "appeal") by filing a written notice of appeal with the Fund Office. A notice of appeal must be received by the Fund Office not more than 60 days

after receipt by the claimant of written notification of denial of the claim. Your appeal is considered to have been filed on the date the written notice of appeal is received at the Fund Office.

7. If you wish, another person may represent you in connection with an appeal. If another person claims to be representing you in your appeal, the Trustees have the right to require that you give the Plan a signed statement, advising the Trustees that you have authorized that person to act on your behalf regarding your appeal. Any representation by another person will be at your own expense.

8. In connection with your appeal, you or your authorized representative may review pertinent documents and may submit issues and comments in writing. You (and your authorized representative, if any) are not entitled to appear before the Trustees and no public hearing will be held on the appeal.

9. The appeal will be decided by the Board of Trustees. The Trustees meet four times per year. If your appeal is filed more than 30 days prior to a regular meeting of the Trustees, your appeal will be decided at that meeting unless special circumstances require an extension of time for processing, in which case a decision will be made on your appeal at the next following meeting of the Trustees. If your appeal is filed within the 30-day period immediately preceding the regular quarterly meeting of the Trustees, the appeal will not be decided at that meeting but will be decided at the next following meeting, unless special circumstances require an extension of time for processing your appeal. In that case, a decision will be made on your appeal at the third quarterly meeting following the date your appeal was filed.

10. Whenever there are "special circumstances" that require that the decision be delayed until the next following quarterly meeting, you will be advised in writing of why the extension of time was needed and when the appeal will be decided.

11. Once the Board of Trustees has decided your appeal, the Plan will send you a written notice of that decision. The notice will be mailed within five days of the Trustees' decision. If the Trustees uphold the denial of your claim, you will then have the right to file suit, under the authority of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Also, if your appeal is denied, you are entitled to receive, upon request and at no cost, copies of documents and information that the Plan relied on in denying your claim.

12. If the decision on a claim or the decision on appeal is not furnished within the time limits stated in these Procedures, the claim or appeal is deemed to have been denied. No claim shall be considered to have been denied until the claimant has exhausted all of the procedures described in these Claim and Appeal Procedures.

Administrative Information

Name of the Plan
Construction Workers of Lake County, Indiana Health Reimbursement Account Plan

Plan Numbers
EIN: 47-4459297

Plan Year
The accounting records of the Plan are kept on a Plan Year basis beginning each June 1 and ending the following May 31.

Plan Sponsor and Plan Administrator
A Board of Trustees is responsible for the operation of this Plan. The Trustees are legally designated as the Plan Sponsor and as the Plan Administrator, and they have delegated certain administrative responsibilities to another organization, as shown on the Important Contact Information list. For example, the Fund Office, under the direction of the Fund Manager, is responsible for maintaining eligibility records, accounts for Employer contributions, answering Participant inquiries, processing claims, and handling other routine administrative functions.

The Board of Trustees consists of Employer and Local Union representatives selected by the Employers and Local Unions who have entered into collective bargaining agreements that relate to this Plan. If you want to contact the Board of Trustees, you may use the address and phone numbers below:

Board of Trustees
Construction Workers of Lake County, Indiana HRA Plan
c/o Stewart C. Miller & Co., Inc.
2111 West Lincoln Hwy
Merrillville, IN 46410
Phone: (219) 769-6944

Trustees
The Trustees of the Plan are:

Michael Campbell
Laborers' Local #81
3502 Enterprise Ave.
Valparaiso, IN 46383

David Deprizio
Track Service, Inc
810 West Ave. H
Griffith, IN 46319

Kevin Roach
Laborers' Local #41
550 Superior Ave
Munster, IN 46321

Alex Gariup
Gariup Construction
3965 Harrison St.
Gary, IN 46408

Scott Sparks
Laborers' Local #41
550 Superior Ave
Munster, IN 46321

Mark Grimmer
Grimmer Construction
2619 Main Street
Highland, IN 46322

Ron Dillingham
Laborers' Local #81
3502 Enterprise Ave.
Valparaiso, IN 46383

Collective Bargaining
This Plan is maintained pursuant to collective bargaining agreements between Employers and the Laborers' Local Union 41 and Laborers' Local Union 81. Upon written request, the Fund Office will provide you with a copy of the collective bargaining agreement under which you are covered. The Fund Office will also provide, upon written request, information as to whether a particular employer is participating and, if so, the name and address of the Employer. The collective bargaining agreements specify the amount of contributions, the due date of Employer contributions, and type of work for which contributions are payable.

Plan Funding
This multiemployer plan is not an insurance policy and no benefits are provided by or through an insurance company. All benefits are self-funded from accumulated assets including any earnings and are provided directly from the Trust Fund. Employer contributions finance the benefits. All Employer contributions are paid to the Trust Fund subject to provisions of the collective bargaining agreements between the Local Unions and those Employers that enter into an individual collective bargaining agreement with the Local Unions. The Board of Trustees holds

all assets in trust. Benefits and administrative expenses are paid from the Plan and a portion of Fund assets is allocated for reserves to carry out the objectives of the Plan.

Plan Type
This Plan is a health reimbursement arrangement welfare plan maintained to provide benefits for Participants who meet the eligibility requirements described in this booklet.

Eligibility Requirements
The Plan's requirements with respect to eligibility for benefits are described in this Summary Plan Description ("SPD"). Circumstances that may cause a Participant to lose eligibility under the Health and Welfare Fund are also explained. Your coverage by this Plan does not constitute a guarantee of employment and you are not vested in the benefits described in this booklet.

Legal Process
The Board of Trustees is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the entire Board of Trustees or any individual Trustee at the address of the Fund.

Plan Amendment and Termination
The Board of Trustees expects that the Fund will be permanent. However, the Trustees have the right to change, modify, or terminate all or any part of the Plan at any time, in accordance with the Trust Agreement and the Employee Retirement Income Security Act of 1974 (ERISA), as amended. The Board of Trustees will notify you in writing if the Plan is amended or terminated. If all or a part of the Plan is terminated, the Trustees will provide for payment of expenses incurred up to the date of termination, arrange for a final accounting of the Plan, and distribute the balance of the assets in a manner consistent with the purpose of the Fund.

Board of Trustees' Discretion and Authority
The Trustees or, where Trustee responsibility has been delegated to others, the other persons, will be the sole judges of the standard of proof required in any case and the application and interpretation of the Plan. Decisions of the Trustees or their delegates are final and binding. The Trustees or their delegates have broad discretion to determine eligibility for benefits and to interpret Plan language and their decisions will be accorded judicial deference in any subsequent action at a court or administrative proceeding.

Benefits under this Plan will be paid only when the Board of Trustees, or persons delegated by them, decide, in their discretion, that you or a Beneficiary is entitled to benefits in accordance with the terms of the Plan.

In the event a claim for benefits has been denied, no lawsuit or other action against the Fund or its Trustees may be filed until the matter has been submitted for review under the ERISA-mandated review procedure adopted by the Trustees. The decision on review is binding upon all persons dealing with the Plan or claiming any benefit hereunder, except to the extent that the decision may be determined to be arbitrary or capricious by a court or arbitrator having jurisdiction over the matter.

You or any other claimant may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claims and appeals procedures. You may, at your own expense, have legal representation at any stage of the review process.

Any lawsuit claiming a benefit under the Plan shall be filed within the limitations period provided in this paragraph. The limitations period ends three years from the date of the notice to the Participant or Beneficiary, advising of the determination of the Participant's or Beneficiary's claim. If a timely request for review has been filed the limitations period ends three years from the date of the notice advising the claimant of the determination of the request for review. Notwithstanding the foregoing, if a claim for a benefit has been approved, the limitations period ends three years from the date a benefit is first paid to the Participant or Beneficiary.

Any lawsuit against the Plan or a Trustee must be filed in the U.S. District Court for the Northern District of Indiana.

If a provision of the Trust Agreement or the Plan, or any amendment made to the Trust Agreement or the Plan, is determined or judged unlawful or illegal, the illegality will apply only to the provision in question and will not apply to any other provisions or the Trust Agreement or Plan.

Your ERISA Rights

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act (ERISA) of 1974, as amended. ERISA provides that you are entitled to the rights described in this section.

Receive Information about Plan and Benefits

You have the right to:

- Examine, without charge, at the Administrator's office and at other specified locations, such as worksites and Union halls, all documents governing the Plan. These include insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 series) filed by the Fund with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration (EBSA).

- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan. These include insurance contracts, collective bargaining agreements and copies of the latest annual report (Form 5500 series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

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

Prudent Actions by Plan Fiduciaries

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

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim that is denied or ignored, in whole or in part, you may file suit in a state or federal court. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claim and appeal procedures. If you believe that Plan fiduciaries have misused the Plan's money, or if you believe that you have been 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.

Assistance with Questions
If you have any questions about the Plan, you should contact the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration (EBSA) at:
National Office
Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue NW
Washington, DC 20210
866-444-3272

Regional Office
Employee Benefits Security Administration
Chicago Regional Office
200 West Adams Street, Suite 1600
Chicago, IL 60606
312-353-0900

For more information about your rights and responsibilities under ERISA or for a list of EBSA offices, contact the EBSA by visiting the website of the EBSA at www.dol.gov/ebsa.

IMPORTANT CONTACT INFORMATION

Fund Office

Construction Workers of Lake County, Indiana
Health Reimbursement Account Plan
(c/o Contract Administrator: Stewart C. Miller & Co., Inc.)
2111 West Lincoln Highway
Merrillville, IN 46410
Telephone: (219) 769-6944

Office Hours are 8 a.m. to 4:30 p.m., Monday through Friday.

Send a note or call the Fund Office:
- If you move
- If there is a change in your family status due to divorce, marriage, or birth of a child.
- If you or a dependent becomes entitled to benefits.