SUMMARY PLAN DESCRIPTION FOR THE INDIANA TEAMSTERS PENSION FUND PENSION PLAN

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Introduction

The Board of Trustees of the Indiana Teamsters Pension Fund Pension Plan takes pleasure in presenting you with this revised Summary Plan Description of your Plan. This booklet summarizes, in brief form, the benefits to which you, the Participant, and your eligible Spouse or Beneficiary are entitled, the rules governing these benefits and the operation and administration of the Plan. Also included in the booklet is certain important information which is required by the Employee Retirement Income Security Act of 1974 (ERISA). Please keep this booklet with your important papers and advise your Spouse where it can be found.

Those of us who are not used to reading legal documents might have some difficulty in understanding some of the legal and technical language that is included in the Trust Agreement and the Plan document. Therefore, we have authorized the publication of this booklet to explain, in everyday language, the chief provisions of the Plan. This booklet reflects Plan amendments that have been adopted through July 1, 2025.

There have been some changes in the Plan since the last booklet was distributed; therefore, you are urged to read this booklet carefully so that you will know what benefits you are entitled to and your rights under the Plan. This booklet, however, only summarizes your rights and benefits. The Plan Document itself contains the complete description of Plan provisions and shall prevail in the event of any conflict between it and this Summary Plan Description.

Should you have any questions concerning the Plan itself or your rights thereunder, you should contact the Fund Office at:

Indiana Teamsters Pension Fund 6007 S. Harding St. Indianapolis, IN 46217 (317) 639-3541 www.ithbf.org

The staff at the Fund Office will be glad to answer questions and assist you in any way possible.

Sincerely,

JOINT BOARD OF TRUSTEES

Important Information Regarding the Plan and Your Benefits

Description of the Plan

The Indiana Teamsters Pension Plan was originally effective as of September 1, 1989. The Plan is a multiemployer pension plan co-sponsored by the Coal, Ice, Building Material, Supply Drivers, Riggers, Heavy Haulers, Warehousemen & Helpers Local Union 716 and several Employers who have agreed to make contributions to the Pension Fund on behalf of their Employees who are performing work under collective bargaining agreements. To the extent your Employer has made contributions to the Pension Fund, the Plan is designed to provide you, upon your retirement, with monthly income pursuant to the formulas shown in this booklet.

Special Note About the Merger of the Local 364 Sales Drivers and Industry Pension Fund

Effective as of October 31, 2009, the Local 364 Sales Drivers and Industry Pension Fund was merged into the Plan, and the terms and provisions of the Sales Drivers Plan were preserved with respect to benefits you earned as of October 31, 2009. The Plan assumed the obligation to pay the benefits earned under the Sales Drivers Plan prior to October 31, 2009. To the extent required by law, the terms of the Sales Drivers Plan immediately prior to October 31, 2009, will continue to apply with respect to the Pre-Merger Benefits accrued under the Sales Drivers Plan. As a result of the merger, participants in the Sales Drivers Plan on October 30, 2009, became Participants in this Plan as of October 31, 2009.

Details regarding benefits Participants accrued prior to October 31, 2009, are described in a separate summary plan description for the Sales Drivers Plan. Participants who terminated or retired prior to January 1, 2009, under the Plan (or prior to October 31, 2009, under the Sales Drivers Plan) should refer to prior summaries for a description of the plan provisions that applied at the time of their termination or retirement. A copy of the final Sales Driver Plan summary is available for review by contacting the Fund Office.

Carefully Review your Annual Statements

At least annually you will receive a benefit statement that identifies all Hours of Service and contributions credited to you during the Plan Year. The statement will list the Employer(s) that made the contributions, your Vesting credit, the benefit you earned during the Plan Year, as well as your total Accrued Benefit. It is very important you review this statement carefully and contact the Fund Office if you notice any issues, shortages, or discrepancies.

The Plan relies on its internal records to determine your Accrued Benefit and the longer you delay, the more difficult it will be to correct your service records or collect contributions owed on your behalf. In the event of a discrepancy between your records and any records maintained

by the Plan, it is your responsibility to prove any documents or information you have is credible and should be relied upon by the Administrator when determining your benefits. It is therefore important you immediately communicate with the Fund Office about any discrepancies.

Applying for Benefits

If you believe that you are eligible for a benefit under the Plan and wish to retire, it is important that you file a written application for your pension with the Fund Office as soon as possible. It takes time for the Administrator to review your application, collect the necessary documents and communicate your benefit options. You may apply as many as 180 days before your expected retirement date. If you do not apply for a benefit when eligible it will be deemed an election to defer payment of such benefit.

Survivor Benefits

The Plan offers death benefits to your surviving Spouse and/or Beneficiaries. Please make certain your Spouse and/or Beneficiary(s) are aware of this Plan and the benefits it offers in the event of your death.

Changes in Address

To protect your benefit rights, call, write, or email the Fund Office when you have a change in address, especially if you leave Covered Employment. If the Fund Office does not have an updated address, you will miss important mailings, and it may be difficult to pay the benefits you have earned.

Divorce

If you divorce your Spouse, please notify the Fund Office immediately. In the event your ex-Spouse is entitled to a portion of your retirement benefits, you should request a free copy of the Plan's "QDRO Procedures" and sample QDRO templates that can greatly simplify the process of dividing benefits.

Entering or Returning from Military Service

If you leave employment covered by the Plan to go into Military Service, you may be entitled to credit for that time, if you return to your job promptly after your discharge. Protect your rights by notifying the Fund Office if you are leaving for Military Service and immediately upon your return from Military Service.

Authorized Periods of Absence

In the event you experience a period of authorized leave from Covered Service, please notify the Fund Office to make certain your rights are protected. In some situations, periods of leave for

things like maternity leave, adoption leave, disability, etc., still entitle you to be credited with Vesting credits. The Fund Office will help you determine whether you are entitled to any credit for these periods.

Keep Your Beneficiary Designation Updated

It is important that the Beneficiary designation on file with the Fund Office is current so your wishes can be carried out after your death. This is especially true if you are not married. Note that if you divorce, any designation of your ex-Spouse as your Beneficiary will be void. If you wish to keep your ex-Spouse as your Beneficiary, you must file an updated Beneficiary designation with the Fund Office and/or submit a Qualified Domestic Relations Order.

Consult the Fund Office with Questions

The Fund Office staff is available to answer questions and assist Participants with issues. Please do not hesitate to contact the Fund Office with any questions you may have about participation, contributions, your Accrued Benefit, retirement options, etc.

The Plan Document and Plan Records Controls

The Plan document and Trust Agreement as adopted by the Board of Trustees are the only governing legal documents. This Summary is not a part of the Plan and does not modify it or serve as an agreed interpretation of any provision of the Plan. This Summary explains some of the usual circumstances applicable to many of the Participants but does not cover unusual circumstances.

You should not rely on this Summary Plan Description as creating any legal rights. Any rights which you may have under the Plan are created solely by the written Plan and Trust documents which the Board of Trustees has adopted and which you may examine on request. This Summary Plan Description is only a summary and any differences between this Summary and the Plan document will be decided in favor of the Plan document. This description does not affect your employment status in any way.

In the event of a discrepancy between the records maintained by the Plan and claims asserted by a Participant, an Employee, a Retiree, or any other person or entity, the Trustees shall rely upon the records established and maintained by the Plan unless shown, to their satisfaction, of which they shall have sole discretion, that the Plan's records should be modified. The burden to show additional records not maintained by the Plan are credible, reliable, and probative shall be upon the Participant, Employer, retiree, or any other person or entity.

Important Definitions

Every effort has been made to avoid using "legal" terms in this Summary. However, certain words and phrases used in this Summary have special meanings, as described in this section. Those special words and phrases will be capitalized each time they appear in this Summary.

Accrued Benefit

Your monthly retirement benefit at your Normal Retirement Age or Early Retirement Age, calculated according to the formula described below. This is basically the total amount of benefit you have earned as of a given date.

Administrator

The Board of Trustees of the Indiana Teamsters Pension Fund.

Administrative Manager

The Board of Trustees has retained administrative staff to handle the daily operations of the Fund Office and to assist Participants with their benefits. These individuals are collectively known as the Administrative Manager.

Annuity Starting Date

The first day for which any benefit is payable to you from the Plan.

Beneficiary

If you are married, your Spouse is your Beneficiary unless you elect, and your Spouse consents in writing to a different Beneficiary. If you are not married, your Beneficiary is any one or more primary or contingent beneficiaries you designate, on the appropriate form, to receive any benefits after your death. If you divorce, any designation of your ex-Spouse as your Beneficiary will be null and void. If you wish to keep your ex-Spouse as your beneficiary, you must file an updated Beneficiary designation form with the Fund Office and/or submit a Qualified Domestic Relations Order.

Break in Service

Any Computation Period in which you complete fewer than 501 Hours of Service. If necessary to prevent a Break in Service for purposes of accruing Vesting Service, you will be credited with up to 501 Hours of Service for a pregnancy, maternity leave, or adoption of a child. You will not incur a Break in Service for service in the armed forces for the United States or if you are unable to work due to a totally disabling injury or illness.

Computation Period - Plan Year

Computation Periods are used to determine whether you have earned a year of Vesting Service or incurred a Break in Service. The first Computation Period begins on the date you first complete an Hour of Service and ends on the last day of the Plan Year, which is the calendar year. All other Computation Periods begin on January 1 and end on December 31.

Covered Service

Any service for which your Employer is required to make contributions to the Trust Fund on your behalf.

Early Retirement Age

For any Participant who has at least one Hour of Service prior to January 1, 2001, this is any age prior to your 65th birthday and after you have attained age 55 and been credited with ten (10) Years of Service.

For any Participant who does not have at least one Hour of Service prior to January 1, 2001, including any participant who commenced participation in the Plan as a result of the merger of the Sales Drivers Plan into the Plan on October 31, 2009, this is any age prior to your 65th birthday and after you have attained age 57 and been credited with ten (10) Years of Service.

Early Retirement Age for Participants who accrued a Pre-Merger Benefit under the Sales Drivers Plan prior to October 31, 2009, will be determined as provided under the terms of the Sales Drivers Plan. The summary of the Sales Drivers Plan provides a description of the eligibility requirements for an early retirement pension which applies to any Pre-Merger Benefit.

Early Retirement Benefit

The monthly benefit you are entitled to under this Plan upon reaching your Early Retirement Age.

Employee

All persons, on whose behalf the participating Employer is or has been required to make contributions to the Trust Fund, or who is otherwise eligible for benefits under the Plan. This may include Employees of a Local Union or other entity on whose behalf the contributions must be made pursuant to a written participation agreement.

Employer

An Employer who is bound by a collective bargaining agreement with a Local Union or another written agreement with the Trustees, providing for the payment of contributions to the Trust

Fund. The term Employer also means any other entity bound to contribute to the Fund on behalf of its Employees pursuant to a written agreement.

ERISA

The Employee Retirement Income Security Act of 1974, as amended.

Fund Office

The office maintained by the Administrative Manager to handle the day-to-day operation of the Plan. This office is currently located at 6007 S. Harding St., Indianapolis, IN 46217. The Fund Office can be reached at (317) 639-3573.

Hour of Service

Generally, (i) each hour that you are paid, entitled to be paid, or given backpay by your Employer for the performance of duties, (ii) each hour for which backpay has been awarded, (iii) each hour of paid absence from work where no duties are performed, such as vacation, holiday, sickness, incapacity (including disability), layoff, jury duty, Military Service, maternity or paternity leave, or other leave of absence (up to 501 hours), as required by law, and (iv) for purposes of Vesting Service, each hour of Military Service (provided you apply for reemployment in accordance with the provisions of the USERRA) or FMLA leave, as required by law. If an Employee does not have regularly scheduled hours, records of the Participating Employer should be consulted. Hours of Service do not include periods when no duties are performed and for which you are paid or entitled to payment to reimburse you for medical expenses or to comply with workers compensation, unemployment compensation, or disability insurance laws.

If you are employed by an Employer who contributes to the Trust Fund on a weekly, rather than hourly basis, for each week in which the Trust Fund receives a contribution made on your behalf, you will be credited with forty-five (45) Hours of Service for that week. Your Hours of Service for more than one Employer will be combined, but not duplicated, to determine your eligibility for participation and vesting under this Plan, to the extent that service is Covered Service.

Late Retirement

The Late Retirement Date is the last day of the month in which your employment ends if you have continued working beyond your Normal Retirement Date.

Your Late Retirement Benefit may be greater than your Normal Retirement Benefit. Your Normal Retirement Benefit might be actuarially adjusted to reflect your delayed retirement. You may postpone retirement past your Normal Retirement Date; however, the Plan requires that your retirement benefits begin no later than your Required Beginning Date.

Local Union

The International Brotherhood of Teamsters Local 135, the International Brotherhood of Teamsters Local 364, and/or any other local union of Teamsters which the Trustees, in their discretion, designate.

Military Service

Means service in any branch of the uniformed Services of the United States of America for which an honorable discharge is received, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty for training, or full-time National Guard duty, the Commissioned Corps. of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency including natural disasters and civil disturbances.

Non-Covered Service

Any service that is not Covered Service.

Normal Retirement Age

Age 65, or the fifth anniversary of your participation in this Plan, if later.

Normal Retirement Benefit

The monthly benefit you are entitled to under this Plan upon reaching your Normal Retirement Age.

Participant

An Employee or former Employee who is, or may become, eligible to receive a benefit of any type from the Plan and who has begun participation in the Plan.

PBGC

The Pension Benefit Guaranty Corporation. This federal agency will pay benefits on behalf of participants who are impacted by the insolvency of multiemployer plans.

Permanent Break in Service

You incur a Permanent Break in Service when your consecutive Breaks in Service equal or exceed the greater of your years of Vesting Service or five. After you are fully Vested, you cannot suffer a Permanent Break in Service.

Plan or Pension Plan

The Indiana Teamsters Pension Fund Pension Plan, as amended.

Plan Administrator

The Board of Trustees for the Indiana Teamsters Pension Fund Pension Plan.

Plan Year

Any 12-month period from January 1 to December 31.

Pre-Merger Benefit

The accrued benefit of a Participant under the Sales Drivers Plan as of October 30, 2009, in effect prior to the merger of the Sales Drivers Plan into the Plan.

Qualified Domestic Relations Order

This is an order from a family law court that typically assigns a portion of a Participant's retirement benefit to an ex-spouse in connection with a divorce. A Qualified Domestic Relations Order can also be used to assign a portion of your monthly benefit for payment of back child or spousal support obligations. The Plan maintains procedures to assist with the drafting and approval of these orders.

Qualified Joint and Survivor Annuity

This form of retirement benefit provides actuarially reduced monthly payments for your life, and, upon your death, provides monthly payments for the life of your Spouse equal to one-half of the monthly benefit which was being paid to you. It is designed to provide your Spouse a measure of financial security after your death.

Qualified Optional Survivor Annuity

This form of retirement benefit provides actuarially reduced monthly payments for your life, and, upon your death, provides monthly payments for the life of your Spouse equal to 75% of the monthly annuity payments you received continuing for the life of your surviving Spouse. It is designed to provide your Spouse with additional financial security after your death.

Qualified Preretirement Survivor Annuity

This is a level monthly annuity paid to a surviving Spouse following the death of a Participant who has not yet Retired from Plan.

Required Beginning Date

This is the date the IRS requires you to begin receiving benefit payments from the Plan as of the Required Beginning Date, applicable:

If you attained age 70 ½ prior to 2020, your Required Beginning Date is April 1 following the calendar year in which you reach age 70 ½.

If you attained age 70 ½ after 2019 and attained age 72 before 2023, your Required Beginning Date is April 1 following the calendar year in which you reach age 72.

If you attain age 72 after 2022 and before 2033, your Required Beginning Date is April 1 following the calendar year in which you reach age 73.

If you attain age 74 after 2033, your Required Beginning Date is April 1 following the calendar year in which you reach age 75.

Retire or Retirement

Your Termination of Employment with a right to an Early Retirement Benefit or a Normal Retirement Benefit.

Sales Drivers Plan

The Local 364 Sales Drivers and Industry Pension Fund which was merged into the Plan as of October 31, 2009.

Single Life Annuity with Period Certain

This is a form of benefit payment available from the Plan that pays a monthly benefit for your life with 60 guaranteed payments. If you pass away prior to receiving 60 payments, then your Beneficiary will receive the remainder of the guaranteed payments.

Spouse

Your Spouse is an individual of the opposite or same sex to whom you are legally married as evidenced by a current and valid marriage certificate. Common-law marriages, co-habitants, domestic partners, and life partners are not recognized as Spouses even if recognized under the laws of the state in which you live. A former Spouse may also be considered a Spouse to the extent provided under a Qualified Domestic Relations Order.

Terminate Employment

To completely cease the employer-employee relationship with all Employers, excluding any temporary absence due to illness (not including disability), vacation, Military Service leave (to the extent required by law), layoff, family medical leave or other leave approved by your Employer. You must stop all employment with participating Employers before you can receive a Normal, Early or Termination Benefit from the Plan. The are no in-service distributions allowed under the Plan.

Trust Fund

The assets of the Plan held by the Trustees pursuant to the terms of the Plan and the terms of Agreement and Declaration of the Trust for the Indiana Teamsters Pension Fund Pension Plan.

Trustees

The Board of Trustees of the Indiana Teamsters Pension Fund.

Vested, Vesting Service or Years of Vesting Service

To be vested means you have earned an unconditional, legally enforceable right to receive benefit payments from the Plan.

Years of Service

The number of years in which you work at least 1,000 hours for an Employer. This may include years prior to your participation in the Plan.

If you were a participant in the Sales Drivers Plan on October 30, 2009, Years of Service will include all Years of Service credited to you under the Sales Drivers Plan as of October 30, 2009. If you were not credited with a Year of Service by the Sales Drivers Plan for the plan year ending October 31, 2009, you will be credited with a Year of Service for 2009 if you would be credited with a Year of Service under the terms of the Plan, counting both your Hours of Service under the Sales Drivers Plan and your Hours of Service under the Plan for the period of January 1, 2009 through December 31, 2009. You will not be credited with more than one (1) Year of Vesting Service for any Plan Year ending in 2009.

Participation

Initial Participation

You will become a Participant when your Employer begins making contributions to the Trust Fund on your behalf.

Ceasing to be a Participant

You will no longer be a Participant upon the earlier of: (i) your death, (ii) the date your benefits have been completely distributed or forfeited, or (iii) if your accrued benefits are not vested, the date you incur a one (1) year Break in Service.

Participation Upon Reemployment

If you Terminate Employment and incur a one (1) year Break in Service after becoming a Participant and are later reemployed as an Employee, you will again become a Participant as of the date your Employer begins making contributions to the Trust Fund on your behalf.

Vesting Service Rules

Vesting Service

If any contributions are made on your behalf for Hours of Service on or after January 1, 1999, you will be vested in your benefits on or after the earlier of: (i) the date you turn age 65 while you are employed by a Participating Employer, or (ii) the date you complete 5 Years of Vesting Service. If contributions were made on your behalf for Hours of Service prior to January 1, 1999, but not for any Hours of Service after that, your vested benefit shall be determined according to the vesting schedule that was in effect at that time. Any forfeitures from nonvested benefits will remain a general asset of the Trust Fund.

Full Year of Vesting Service

Vesting Service is used to determine whether you have a non-forfeitable right to your Accrued Benefit from the Plan, and when your benefit is payable. You shall be credited with one (1) Year of Vesting Service, for a maximum of five (5) years, for each Plan Year in which you have at least one thousand (1,000) Hours of Service. After you earn five (5) Years of Vesting Service without incurring a Permanent Break in Service, you will be fully Vested—assuming you have at least one Hour of Service after January 1, 1999.

Partial Year of Vesting Service

You may earn partial years of Vesting Service as follows:

- One-half (1/2) of a year of Vesting Service for each Plan Year in which you have at least five hundred (500) Hours of Service, but no more than seven hundred forty-nine (749) Hours of Service.
- Three-fourths (3/4) of a year of Vesting Service for each Plan Year in which you have at least seven hundred fifty (750) Hours of Service, but no more than nine hundred ninetynine (999) Hours of Service.

Vesting for Periods of Military Service, Leaves of Absence, and Non-Covered Service

If you are on (i) approved Military Service leave (provided you are reemployed following the conclusion of your service and meet certain requirements), or (ii) a leave of absence due to occupational injury or disease and you receive Workers Compensation, you may receive Vesting Service for that absence.

If you are on an approved disability leave of absence (which means you are eligible for sickness and accident benefits, or short term disability plan benefits), provided (i) you receive pay for at least one (1) month during the calendar year, and (ii) if your disability leave continues into a

second calendar year, you will receive service credit for purposes of Vesting for each month of absence, up to eleven (11) months credit. Special rules apply if you return to work for a short period and then return to a disability leave of absence.

If you have continuous Non-Covered Service with the same Employer, you will receive credit for that service if the Covered Service and Non-Covered Service are not separated by quit, discharge or other termination of employment.

Loss of Vesting Service

Vesting Service for a Participant who is not Vested will be lost when you Terminate Employment. If you are later reemployed by your former Employer or another Participating Employer, that Vesting Service will be reinstated if you have not incurred a Permanent Break in Service.

If you are later reemployed by an Employer and have incurred a Break in Service, you will be credited with your prior years of Vesting Service upon your reemployment if (i) you Retired prior to your reemployment, (ii) you Terminated Employment with a Vested Accrued Benefit, or (iii) the number of consecutive Breaks in Service does not equal five (5) years.

Vesting and Sales Drivers Plan

If you were a participant in the Sales Drivers Plan on October 30, 2009, Vesting Service will include all Years of Vesting Service credited to you under the Sales Drivers Plan as of October 30, 2009. If you were not credited with a year of vesting service by the Sales Drivers Plan for the plan year ending October 31, 2009, you will be credited with a Year of Vesting Service for 2009 if you would be credited with a Year of Vesting Service under the terms of the Plan, counting both your Hours of Service under the Sales Drivers Plan and your Hours of Service under the Plan for the period of January 1, 2009 through December 31, 2009. You will not be credited with more than one (1) Year of Vesting Service for any Plan Year ending in 2009.

Retirement and Termination Benefits

The Plan is pleased to offer Normal Retirement, Early Retirement, and Termination Benefits to those who qualify. Along with Social Security, personal savings, and other retirement programs that may be available, these benefits help ensure you can enjoy a dignified retirement.

Normal Retirement Benefit

Amount of Normal Retirement Benefit

Your Normal Retirement Benefit is a Single Life Annuity with Period Certain, payable as a monthly pension, and it is determined as follows:

For Participants Never Affiliated with the Sales Drivers Plan

Your monthly Normal Retirement Benefit will be equal to (i) 3% of the Employer contributions and employee self-pay contributions made on your behalf to the Trust Fund by any Participating Employers on or after September 1, 1989, in any Plan Year prior to your incurring a Permanent Break in Service, plus (ii) 3% of the Employer contributions and Employee self-pay contributions made on your behalf in any subsequent Plan Year prior to January 1, 2010, plus (iii) 2% of the Employer contributions and Employee self-pay contributions made or due on your behalf beginning on or after January 1, 2010.

EXAMPLE 1:

Assume that you worked for the same Employer as a full-time Employee for 17 years and your Employer made hourly contributions to the Trust Fund for each hour worked according to the agreed upon contribution rate in your collective bargaining agreement as follows:

Year	Hours Worked	F	Rate	Contributions	
2008	2,000	\$	1.25	\$	2,500.00
2009	2,000	\$	1.40	\$	2,800.00
2010	2,000	\$	1.40	\$	2,800.00
2011	2,000	\$	1.90	\$	3,800.00
2012	2,000	\$	1.90	\$	3,800.00
2013	2,000	\$	2.50	\$	5,000.00
2014	2,000	\$	4.42	\$	8,840.00
2015	2,000	\$	4.64	\$	9,280.00
2016	2,000	\$	4.79	\$	9,580.00
2017	2,000	\$	4.79	\$	9,580.00
2018	2,000	\$	4.79	\$	9,580.00
2019	2,000	\$	4.79	\$	9,580.00
2020	2,000	\$	4.79	\$	9,580.00
2021	2,000	\$	4.79	\$	9,580.00
2022	2,000	\$	4.98	\$	9,960.00
2023	2,000	\$	5.18	\$	10,360.00
2024	2,000	\$	5.39	\$	10,780.00

If you retire on January 1, 2025, upon reaching age 65, your monthly Normal Retirement Benefit would be

\$159.00 [3% x \$5,300] + \$2.442.00 [2% x \$122,100] = \$2,601.00.

Note: These rates and hours are for illustration purposes only. Your Normal Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.

EXAMPLE 2:

Assume that you worked for the same Employer as a full-time Employee for 17 years and your Employer made weekly contributions to the Trust Fund according to the agreed upon rate in your collective bargaining agreement, as follows:

Year	Weeks Worked	Rate	Contributions	
2008	44	\$ 40.00	\$	1,760.00
2009	40	\$ 40.00	\$	1,600.00
2010	48	\$ 44.00	\$	2,112.00
2011	45	\$ 44.00	\$	1,980.00
2012	41	\$ 46.00	\$	1,886.00
2013	42	\$ 46.00	\$	1,932.00
2014	44	\$ 54.20	\$	2,384.80
2015	48	\$ 58.40	\$	2,803.20
2016	40	\$ 58.40	\$	2,336.00
2017	42	\$ 58.40	\$	2,452.80
2018	44	\$ 59.00	\$	2,596.00
2019	43	\$ 64.00	\$	2,752.00
2020	40	\$ 69.00	\$	2,760.00
2021	42	\$ 74.00	\$	3,108.00
2022	44	\$ 79.00	\$	3,476.00
2023	43	\$ 85.00	\$	3,655.00
2024	44	\$ 90.00	\$	3,960.00

If you retire on January 1, 2025, upon reaching age 65, your monthly Normal Retirement Benefit would be $$100.80 [3\% \times $3,360] + $803.88 [2\% \times $40,193.80] = 904.68 .

Note: These rates and weeks are for illustration purposes only. Your Normal Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.

Former Sales Drivers Plan Participants

If you were a Participant in the Sales Drivers Plan prior to October 31, 2009 or if Employer contributions and employee self-pay contributions were made or were due on your behalf on or after November 1, 2009 from any Employer who was previously a contributing employer to the Sales Drivers Plan, your monthly Normal Retirement Benefit will be equal to (i) your Pre-Merger Benefit, plus (ii) 1% of the Employer contributions and employee self-pay contributions made or due to the Plan on your behalf beginning on and after November 1, 2009, but prior to January 1, 2014, by any Employer that was previously a contributing employer to the Sales Drivers Plan, plus (iii) 2% of the Employer contributions and employee self-pay contributions made or due to the Plan on your behalf on and after January 1, 2014 by any Employer that was previously a contributing employer to the Sales Drivers Plan, plus (iv) any benefit accrued from Employer contributions and employee self-pay contributions made or due to the Plan on your behalf on or after November 1, 2009 from any Employer that was not previously a contributing employer to the Sales Drivers Plan.

Employers who were previously contributing employers to the Sales Drivers Plan include DHL Express USA, Bonnie Baking Company, Inc., Interstate Brands Companies, and Kreamo Bakers, Inc.

EXAMPLE 3:

Assume that you were a participant in the Sales Drivers Plan on October 30, 2009, and became a Participant in this Plan on October 31, 2009, and your Employer made contributions to the Trust Fund for each hour worked on and after November 1, 2009 according to the agreed upon contribution rate in your collective bargaining agreement, as follows:

Year	Weeks Worked	Rate	Contributions	
2009	8	\$ 94.00	\$	752.00
2010	48	\$ 94.00	\$	4,512.00
2011	48	\$100.00	\$	4,800.00
2012	48	\$100.00	\$	4,800.00
2013	48	\$108.00	\$	5,184.00
2014	48	\$108.00	\$	5,184.00
2015	48	\$109.00	\$	5,232.00
2016	48	\$112.00	\$	5,376.00
2017	48	\$115.00	\$	5,520.00
2018	48	\$118.00	\$	5,664.00
2019	48	\$121.00	\$	5,808.00
2020	48	\$124.00	\$	5,952.00
2021	48	\$127.00	\$	6,096.00
2022	48	\$127.00	\$	6,096.00

If you retire on January 1, 2025, upon reaching age 65, your monthly Normal Retirement Benefit would be calculated as follows:

If your work in 2009 through 2014 <u>was</u> with an employer that previously was a contributing employer to the Sales Drivers Plan:

Your Pre-Merger Benefit + \$200.48 [1% x \$20,048] + \$1,018.56 [2% x \$50,928].

If your work in 2009 through 2014 was with an employer that <u>was not</u> a contributing employer to the Sales Drivers Plan:

Your Pre-Merger Benefit + \$22.56 [3% x \$752] + \$1,404.48 [2% x \$70,224].

Note: These rates and weeks are for illustration purposes only. Your Normal Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.

When Normal Retirement Payments Begin

Your Normal Retirement Benefit will begin on the first day of the month following the date you Retire and apply for your Normal Retirement Benefit. In any event, payment of your benefits must begin no later than April 1st of the calendar year following the later of: (i) the calendar year you reach your Required Beginning Date or (ii) the calendar year in which you Terminate Employment.

Early Retirement Benefit

Amount of Early Retirement Benefit

If you Retire before you reach age 65 but after you reach age 55 (or age 57, as applicable) and have earned 10 years of service, you may be entitled to an Early Retirement Benefit. Your Early Retirement Benefit is normally calculated in the same manner as your Normal Retirement Benefit, except that it is reduced for each full month that your age on your Retirement date precedes your Normal Retirement Age. The reduction factors will be outlined during the application process so you can make an informed decision on whether to retire or continue working.

EXAMPLE 4:

If you Retired on April 30, 2025, at age 58 (exactly 7 years and 0 months before you reach age 65), your Early Retirement Age would precede your Normal Retirement Age by 7 years. Because of the Early Retirement reduction factors, you would be entitled to receive 58% of your Normal Retirement Benefit. So, if your Normal Retirement Benefit at age 65 would have been \$665 per month, your monthly Early Retirement Benefit at age 58 would be reduced from \$665 to \$385.70 [58% x \$665]. If you waited to retire on April 30, 2028 at age 61 (exactly 4 years and 0 months before you reach age 65), you would be entitled to receive 76% of your Normal Retirement Benefit, and, in this example, your monthly Early Retirement Benefit at age 61 would be reduced from \$665 to \$505.40 [76% x \$665].

Note: This example is for illustration purposes only. If applicable, your Early Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf.

When Early Retirement Payments Begin

Payment of your Early Retirement Benefit will begin on the first day of the month on or following the date you Retire and apply for your Early Retirement Benefit.

Early Retirement Benefit for Pre-Merger Benefit (Sales Drivers Plan)

You may be eligible for an early retirement benefit for your Pre-Merger Benefit from the Sales Drivers Plan according to the rules contained in the Sales Drivers Plan at the time of the merger. Generally, this means that, for your Pre-Merger benefit from the Sales Drivers Plan only, you may begin receiving an early retirement benefit at age 50 if you had 15 years of

service, and the early retirement reduction will be measured from age 57. If you do not accumulate 15 years of service, you must wait until age 65 to receive a pension relating to your Pre-Merger Benefit. Any benefits you earn after the merger will be payable under the Early Retirement Benefit rules in this Plan as described above.

Termination Benefit

Amount of Benefit

If you Terminate Employment with all participating Employers before you are eligible to retire, but after you are fully Vested, you will be entitled to a Termination Benefit, calculated in the same manner as your Early or Normal Retirement Benefit, and based on the contributions made on your behalf and your retirement age.

You will be deemed to have Terminated Employment if no contributions are made on your behalf, or if you have had no Covered Service, for 2 consecutive Plan Years. If you return to Covered Service and work at least 1,000 hours in each of 2 out of 3 consecutive years, or if you incur a Permanent Break in Service, this provision will not apply to you.

Except for the refund of self-pay contributions, if your employment with all participating Employers ends and you have fewer than 5 years of Vesting Service, you will not receive any benefits from the Plan.

When Termination Benefit Payments Begin

Payment will begin on the first day of the first month following the month in which you have fulfilled all the conditions for entitlement to benefits. This is called your "Annuity Starting Date." Generally, this date will be the first day of the first month following the month in which you reach Early or Normal Retirement Age and apply for retirement benefits under this Plan. However, if you have a Vested Accrued Benefit when you Terminate Employment, you can *elect* to begin receiving payment as early as the first day of the month on or following the date you turn age 55 or 57, as applicable – which payment will be in a *reduced* amount, based on the reductions used for Early Retirement.

Starting Benefits After Normal Retirement Age

If you retire before reaching age 65, you have the right to defer your retirement benefits to a date not later than your Required Beginning Date. If you choose to commence your retirement benefits later than age 65, or if you continue to work past age 65, you may be entitled to an actuarial increase in the amount of your monthly retirement benefit payment. If you have retired, you must begin receiving your retirement benefits no later than your Required Beginning Date.

EXAMPLE 5:

If you retire before age 65 and defer your retirement benefit to a later age, your benefit may be actuarially adjusted for the deferment of your retirement benefit. If you stop working under the plan before age 65 with a benefit of \$700 and later elect to begin your retirement benefit at age 68, it may be adjusted to \$993.88 [\$700.00 x 1.41983].

If you continue to work past age 65, your benefit at your retirement date is the "greater of" your benefit as of your retirement date and your benefit at age 65 actuarially adjusted for your date of retirement. If your benefit at late retirement age 68 is \$900.00 and your benefit at age 65 actuarially adjusted to age 68 is \$993.88 [\$700.00 x 1.41983], your benefit at your retirement date is \$993.88, since it is the greater value.

Note: These examples are for illustration purposes only. If applicable, your Late Retirement Benefit will be calculated at the time of your retirement based on actual contributions made on your behalf and the adjustment factor applied as needed.

Reemployment

Reemployment Before Break in Service

If you retire or Terminate Employment and are later reemployed by a participating Employer <u>before</u> incurring a Permanent Break in Service, you will receive credit for your years of Vesting Service before you Retired or Terminated Employment.

Reemployment After Break in Service

If you Retire or Terminate Employment, incur a Break in Service, and are later reemployed by a Participating Employer, you will <u>not</u> receive credit for your years of Vesting Service before you incurred a Break in Service unless: (i) you have Retired; (ii) you Terminated Employment with a Vested Accrued Benefit; or (iii) your consecutive Breaks in Service do not equal or exceed five (5) years. In those situations, you will be credited with your prior years of Vesting Service upon your reemployment.

Suspension of Benefits

Once you Retire from the Plan, there are restrictions on the work you may perform. The rules vary depending on whether you have reached your Normal Retirement Age and the type of work you are performing. Generally, you are not prohibited from working outside the industry after retirement, but work of the type covered in any of the Union's collective bargaining agreements may trigger a suspension of your monthly benefits. You are encouraged to contact the Fund Office about any post-retirement work before you mistakenly jeopardize your benefits.

Reemployment Prior to Age 65 in Non-Covered Service

If you Retire or Terminate Employment and begin receiving benefits under the Plan and then become reemployed in the industry prior to your Normal Retirement Age, your benefit payments will stop during your period of reemployment. Distribution of your benefits will recommence the first day of the third month following the month your reemployment ceases.

Reemployment Prior to Age 65 in Covered Service

Effective January 1, 2023, you may return to work for up to 80 hours per month for a participating Employer without jeopardizing your benefits. On reemployment, you will continue to accrue Years of Service until you once again retire, and your monthly benefits will be adjusted to reflect your reemployment. If your benefits are suspended, distribution of your benefits will recommence the first day of the third month following the month your reemployment ceases.

Reemployment on or After Reaching Age 65 in Non-Covered Service

If you Retire or Terminate Employment and begin receiving benefits under the Plan, and then become reemployed in the industry after your Normal Retirement Age for 80 hours or more per calendar month, your benefit payments will stop during your period of reemployment. Distribution of your benefits will recommence the first day of the third month following the month your reemployment ceases.

Reemployment on or After Reaching Age 65 in Covered Service

Effective January 1, 2023, if you are employed or reemployed in Covered Service on or after your Normal Retirement Age, your benefits will not be suspended. If you continue employment after you attain the age which establishes your Required Beginning Date however, your benefit will be adjusted for the period you remain employed.

Notice of Suspension of Benefits

The Administrator will notify you of a suspension of your Retirement Benefit in writing, by personal delivery or first-class mail, during the first calendar month in which payments are suspended. Such notice shall include the following:

- A description of the specific reasons why benefits are being suspended;
- A general description of the Plan provisions related to suspension of benefits;
- A copy of the Plan provisions relating to suspension of benefits;
- A statement to the effect that applicable Department of Labor Regulations may be found in Section 2530.203-3 of the Code of Federal Regulations;
- A statement informing you of the Plan's procedure for affording a review of suspension of benefits;
- A description of the procedure for filing notices of employment and cessation of employment with the Administrator, including the forms which must be filed; and

• A description of the specific periods of employment, the amounts subject to offset and the way such amounts are to be offset.

Refund of Employee Self-Pay Contributions

If you have made Employee self-pay contributions to the Pension Fund and you terminate employment before you are vested in your Accrued Benefit, you may apply at any time after you reach age 65 to receive a refund of the portion of your Accrued Benefit which is attributable to your self-pay contributions. The amount of the refund will be calculated according to the Plan document. To obtain this refund, you must make a written request to the Plan Administrator.

If the present value of the refund of the portion of your Accrued Benefit attributable to your employee self-pay contributions does not exceed \$1,000 at the time you are eligible for distribution and request a refund, the Trustees will distribute the refund of your Employee self-pay contributions as an after-tax distribution made in a cash lump sum payment which you may elect to roll over to an IRA or to another eligible retirement plan that accepts rollovers of after-tax contributions. You will be provided a written explanation of the income tax consequences of receiving an "eligible rollover distribution" within a reasonable period before you receive the distribution. You should discuss your situation with your tax advisor.

Retroactive Annuity Starting Date

A "retroactive annuity starting date" occurs when the date you choose to begin receiving benefits is earlier than the date the Administrator is able to provide you the written notice of your normal form of payment. Your retroactive annuity starting date may not be earlier than the date you could have otherwise elected to begin receiving benefit payments from the Plan. If you elect a retroactive annuity starting date, you will receive a make-up payment. The make-up payment will reflect any missed payments from the date you elect as your retroactive annuity starting date to the date of the actual make-up payment, plus interest. If you are married, your Spouse must consent to the retroactive annuity starting date.

Retirement and Termination Benefits- Available Forms and Options

It is important you contact the Administrator well in advance of your anticipated retirement date. The Fund Office will provide you with the necessary forms and gather the required information. Once your application is complete, the Administrator will send you detailed information about your benefit options. The Administrator cannot offer advice on your benefit options, but you may want to consult with your own financial planner. You can apply as early as 180 days before your expected retirement date.

Unmarried Participants

Single Life Annuity with Period Certain-

If you are single and you Retire or Terminate Employment with a Vested Accrued Benefit and apply to begin receiving your benefit on or after your Early Retirement Age, your benefits will automatically be paid in the form of a Single Life Annuity with Period Certain. A Single Life Annuity with Period Certain provides monthly payments for your life with 60 guaranteed payments; if you die before receiving at least 60 payments, your Beneficiary will receive the same monthly payment until a total of 60 payments have been made to you and your Beneficiary.

Married Participants

Qualified Joint and Survivor Annuity (50%)

If you are married and you Retire or Terminate Employment with a Vested Accrued Benefit and apply to begin receiving your benefit on or after your Early Retirement Age, your benefits will automatically be paid in the form of an actuarially equivalent Qualified Joint and Survivor Annuity unless you and your Spouse elect otherwise. This benefit provides actuarially reduced monthly payments for your life, and, upon your death, provides monthly payments for the life of your Spouse equal to fifty-percent (50%) of the monthly benefit which was being paid to you.

EXAMPLE 6:

You Retire on April 30, 2025, at age 65 with a spouse aged 63 and elect to receive the Qualified Joint and 50% Survivor Annuity. Your Normal Retirement Benefit is \$1,400. The actuarial reduction for a 50% Joint and Survivor Benefit at those ages is .8866. Therefore, your monthly benefit amount is \$1,241.24 [\$1,400 x .8866] for your lifetime. Upon your death, your surviving Spouse would receive \$620.62 [\$1,224.24 x 50%] per month for the remainder of your Spouse's lifetime.

Optional Forms of Payment for Married Participants (Spousal Consent Required)

If you are married and do not want to receive payment of your benefit in the form of a Qualified Joint and Survivor Annuity, during the 180 days before the start of your benefit payments, you must notify the Administrator of your election to receive another form of payment. You will be provided with the forms to use to make this written election. Your Spouse must consent to this election.

Single Life Annuity with Period Certain

You may elect to receive payments in the form of a Single Life Annuity with Period Certain payable for your life, with 60 guaranteed payments; if you die before receiving at least 60 payments, your Beneficiary will receive the same monthly payment until a total of 60 payments have been made to you and your Beneficiary.

Qualified Optional Survivor Annuity (75%)

You may elect a Qualified Optional Survivor Annuity. This is a monthly annuity payable for your life in an adjusted level monthly amount with continuing level monthly payments after your death equal to seventy-five percent (75%) of the monthly annuity payments you received continuing for the life of your surviving Spouse.

EXAMPLE 7:

You Retire on April 30, 2025, at age 65 with a spouse aged 63 and elect to receive the Qualified Optional and 75% Survivor Annuity. Your Normal Retirement Benefit is \$1,400. The actuarial reduction for a 75% Joint and Survivor Benefit at those ages is .8301. Therefore, your monthly benefit amount is \$1,162.14 [\$1,400 x .8301] for your lifetime. Upon your death, your surviving Spouse would receive \$871.61 [\$1,162.14 x 75%] per month for the remainder of your Spouse's lifetime.

Your election of an optional form of benefit will be effective on the earlier of: (i) your actual retirement, or (ii) your Normal Retirement Date. If you make an election, and you or your Beneficiary dies before the election is effective, your election will not be considered.

Benefit Election Rules

The Internal Revenue Service imposes various restrictions on the length of time during which benefits may be paid. The Administrator will have more information on these restrictions. In order for Participants to elect an optional form of payment, your Spouse must consent in writing to this election on a form provided by the Administrator. If you made an election but want to change it, you may revoke any election of optional forms of benefit by filing a written revocation with the Administrator before the date your benefit payments start.

<u>NOTE</u>: The amount of your monthly benefit will be different depending on the form of payment you choose. Therefore, you should consider all alternatives thoroughly prior to your payment commencement date to determine which form of payment best suits your situation. The Trustees will provide you with information regarding the amounts payable under the available payment forms. <u>It is your responsibility</u> to notify the Trustees, in writing, of (i) the date you wish retirement benefits to begin, and (ii) your current mailing address and any subsequent changes. Failure to do so may result in your benefits being postponed and no interest will be paid on postponed benefits.

Lump Sum Payment of Small Benefits

If the present value of your benefit payable to you at the time you Retire or Terminate Employment does not exceed \$1,000 at the time of distribution, the Trustees will distribute your benefit to you in a *cash lump sum payment* as soon as administratively practicable.

This lump sum payment can be rolled over to an IRA or to another eligible retirement plan that accepts rollovers. You will be provided a written explanation of the income tax consequences of receiving an "eligible rollover distribution" within a reasonable period before you receive the distribution. You should discuss your situation with your tax advisor. To the extent you receive your benefit in the form of cash, the Plan is required, under federal law, to withhold 20% from the payment of your distribution to be applied against your federal income tax liability for the year, unless you direct the Plan to directly roll the payment to an IRA or other eligible retirement plan.

Circumstances that Could Impact Benefits

Under certain circumstances, your benefits under the Plan may be denied, reduced, or suspended. The circumstances are as follows:

- If you join an excluded class of Employees, you may be ineligible for further Plan participation, and this may affect part or all of your retirement benefits.
- If you are a Non-Vested Participant who has earned less than five years of Service, and you suffer five consecutive Breaks In Service, you will suffer Forfeited Service and all prior service and benefits shall be forfeited. Generally, once you have earned five years of Service you cannot suffer Forfeited Service.
- Your retirement income payments will be suspended if you are re-employed after retirement by an Employer covered under this Plan or in the same industry, trade or craft and in the same geographic area as the Plan. The benefits will begin again after you re-retire (upon proper request to the Trustees).
- If you die prior to the time you are Vested, your Spouse will not have any right to survivor benefits under the Qualified Preretirement Survivor Annuity.
- If you terminate your employment before meeting the minimum vesting requirements, you will not be entitled to benefits.
- In the event of discontinuance or termination of the Plan, in whole or in part, if your benefit exceeds the limit guaranteed by the Pension Benefit Guaranty Corporation (PBGC), you may lose a portion of your benefit.
- If the amount of your earned benefit exceeds the maximum benefit permitted by law and you do not elect an optional form of payment which reduces the monthly amount, the part of the benefit which exceeds the limit will be forfeited.
- Pension plans entering endangered or critical status (as defined by the Pension Protection Act of 2006) may be required to make changes to future benefit accruals and reduction of future benefits. Participants will be notified if the Plan enters either status.

Death Benefits

Depending on the circumstances, the Plan offers your Spouse various death benefits when you pass away. These benefits are outlined below, but please contact the Fund Office with any questions.

Qualified Preretirement Survivor Annuity Benefits

Death After Retirement Age but Before Applying for a Benefit

If you are married on the date of your death and have been married for at least one year prior to your death, and you die <u>after</u> your Early Retirement Age but before you have applied for and elected an Early or Normal Retirement Benefit, then your Spouse will receive a Qualified Preretirement Survivor Annuity. This monthly benefit payable for the life of the surviving Spouse is equal to 50% of the adjusted monthly amount you would have received had you terminated employment on your date of death and retired with a Qualified Joint and Survivor Annuity and then died the next day.

Death Before Retirement Age and Before Applying for a Benefit

If you are married on the date of your death and have been married for at least one year prior to your death, and you die <u>before</u> your Early Retirement Age and before you have applied for and elected an Early or Normal Retirement Benefit, then your Spouse will receive a Qualified Preretirement Survivor Annuity. This monthly benefit payable for the life of the surviving Spouse is equal to 50% the adjusted monthly amount you would have received had you Terminated Employment on the date of your death, lived until Early Retirement Age, retired with a Qualified Joint and Survivor Annuity, and then died the next day.

Death After Applying for a Benefit but Before Benefit Commences

If you properly elect any other form of payment within 180 days prior to your Annuity Starting Date that would have provided your Spouse with a greater monthly benefit than he or she would be entitled to above, and then you die before your Annuity Starting Date, your Spouse will receive the form of payment you elected prior to your death.

Death After You Begin Receiving Benefits

If you die after you have applied for and elected an Early or Normal Retirement Benefit and after your Annuity Starting Date, death benefits are payable to your designated Beneficiary under the Plan only if you were receiving payment in a form which provides for survivorship benefits in the event of your death. If you were receiving a Qualified Joint and Survivor Annuity or Qualified Optional Survivor Annuity and your Spouse predeceases you, no death benefit is payable to any subsequent Spouse or other Beneficiary.

When No Death Benefit Is Payable

Except for the refund of Employee self-pay contributions, no benefit is payable upon your death if you die before your Annuity Starting Date and (i) you are not married on the date of your death, (ii) you were not married to your Spouse for the entire one-year period prior to the death of your death, or (iii) you die with no Vested Accrued Benefit.

Timing of Payment of Survivor Benefits

Unless your Spouse elects an earlier starting date, payment of death benefits to your Spouse will begin on the date that would have been your Normal Retirement Date. Your Spouse may elect to have payments start on the first day of any month on or after the first date you could have received benefits under the Plan if you had Terminated Employment on the date of your death. Your surviving Spouse may also defer this benefit no later than your Required Beginning Date.

Post Retirement Death Benefit for Retirees Under the Sales Drivers Plan

Effective as of October 31, 2009, the Plan shall permit a post-retirement death benefit applicable solely for the Pre-Merger Benefit available to Participants who are former Participants in the Sales Drivers Plan who retired on or after November 1, 1998, but prior to October 31, 2009. The summary of the Sales Drivers Plan provides a description of the post-retirement death benefit which will be payable pursuant to the terms of the Sales Drivers Plan. Contact the Fund Office for more information about this benefit.

Lump Sum Payment of Death Benefit Not Exceeding \$7,000

If the present value of the survivor benefit payable upon your death does not exceed \$7,000 at the time of distribution, the Trustees will distribute the benefit to your Beneficiary in a cash lump sum payment as soon as administratively practicable following the date it becomes payable.

This lump sum payment can be rolled over to an IRA or to another eligible retirement plan that accepts rollovers. A Beneficiary will be provided a written explanation of the income tax consequences of receiving an "eligible rollover distribution" within a reasonable period before the Beneficiary receives the distribution. To the extent a Beneficiary receives a survivor benefit in the form of cash, the Plan is required, under federal law, to withhold 20% from the payment of the distribution to be applied against the Beneficiary's federal income tax liability for the year, unless the Beneficiary directs the Plan to directly roll the payment to an IRA or other eligible retirement plan.

A Beneficiary who is (i) a surviving Spouse, or (ii) an alternate payee due to a Qualified Domestic Relations Order who is a Spouse or former Spouse, will have the same rollover choices as the Participant. A non-Spouse Beneficiary can only choose a direct rollover to an IRA established for the purpose of receiving a distribution from the Plan and treated as an inherited IRA.

Miscellaneous

Contributions to the Plan

Employer Contributions

Contributions to the Plan are made by participating Employers according to the provisions of any applicable collective bargaining agreements and/or participation agreements and in amounts as are actuarially determined to satisfy the Plan's funding requirements under federal law, as determined by the Trustees.

Employee Self-pay Contributions

Employee self-pay contributions to the Plan will be permitted at the same rates that apply to you as set forth in the collective bargaining agreement and/or participation agreement between your Employer and the Local Union. You will only be eligible to make employee self-pay contributions to the Pension Fund if each of the following conditions is met: (i) you have completed at least one year of service for an Employer; (ii) you have completed at least five hundred (500) Hours of Service for an Employer during the Plan Year for which you want to make employee self-pay contributions; (iii) an Employer must have made contributions on your behalf for at least five hundred (500) Hours of Service for the applicable Plan Year; and (iv) the Employer must have ceased making contributions on your behalf due to your layoff or illness or due to the Employer ceasing to operate his company during the year.

If you meet the conditions listed in (i) through (iv) above, then you may make contributions for any <u>remaining</u> Hours of Service during the Plan Year that your Employer did not make contributions on your behalf, up to a maximum of one thousand (1,000) Hours of Service total for the Plan Year. Your contribution must be at the same rate as required by the applicable collective bargaining agreement or other participation agreement for the Employer who last contributed on your behalf during the applicable Plan Year. You must make any employee self-pay contributions to the Pension Fund no later than one hundred twenty (120) days after the notice of annual contributions is mailed to you for the applicable Plan Year.

Method of Funding

All contributions under the Plan are paid into a trust fund to be held, managed, invested, and distributed by the Trustees in accordance with the provisions of the Plan and the Trust agreement. No part of the Trust Fund may be used for or diverted for purposes other than for the exclusive benefit of Participants and their Beneficiaries until all liabilities under the Plan have been satisfied. The Trustees may designate an investment manager with authority to manage, buy or sell assets of the Plan and may establish one or more custodial accounts and appoint a bank to serve as custodian for all or part of the assets of the Plan to be held in those custodial accounts.

Administration

The Administrator has full, discretionary authority to determine eligibility under the Plan, to construe the terms of the Plan, and to resolve any ambiguities, inconsistencies, and omissions and all determinations and interpretations will be final, conclusive, and binding on all persons affected. The Administrator will have full discretion and power to take all action necessary or proper to carry out the duties required under ERISA. No benefits will be payable under this Plan unless the Administrator, in its sole discretion, determines that you are entitled to them.

Limitations on Benefits

Current provisions of the federal income tax laws (called the Section 415 limits) provide for maximum annual benefit limits. These rules may restrict the benefit to which you would be entitled under the benefit formula. Generally, you cannot receive a monthly pension payment that exceeds a statutory cap (or "limit"). This dollar cap varies depending on your age at pension commencement and year of retirement. If your earned benefit exceeds this limit, your benefit must be reduced. Fortunately, instances where this cap will apply are very rare.

If your earned benefit exceeds the maximum benefit permitted under the regulations, you may want to consider electing one of the qualified Joint and Survivor forms of payment since the Joint and Survivor form of benefit reduces the monthly payment you receive, even though the different forms of the Joint and Survivor benefits are actuarially equivalent.

An accurate calculation of your maximum benefit limit cannot be done until you retire. However, an approximate preliminary determination can be made well before retirement. If you wish to have this preliminary calculation made, contact the Fund Office.

Amendment or Termination of the Plan

It is hoped that the Plan will continue indefinitely. However, the Board of Trustees has reserved the right to change or modify the Plan at any time and for any reason. The Board of Trustees has also reserved the right to terminate the Plan, at any time. However, no change will decrease the benefit already earned by you, except as may be required or permitted by the Internal Revenue Service and Department of Labor rules and regulations.

Assignment, Alienation of Benefits, and Divorce

The benefits of this Plan are intended to provide retirement income to you and survivor benefits to your surviving Spouse. They cannot be attached by your creditors or used as a collateral for a loan. Therefore, except for a court order relating to support and maintenance of a spouse and/or dependent children during a legal separation or divorce or relating to the distribution of marital property upon the dissolution of the marriage, neither you, your spouse, nor a designated beneficiary may sell, transfer, assign, pledge or otherwise alienate any of the benefits to which you may be entitled under the Plan.

Before any part of your benefits may be assigned to a former spouse, a domestic relations order must be presented to and accepted by the Administrator. A domestic relations order must satisfy certain conditions to be considered "qualified" under the Internal Revenue Code. In addition, the order cannot require the Plan to pay any form of benefit that would not ordinarily be paid to a Plan Participant, such as a lump sum payment. Once the Administrator and fund counsel accept the domestic relations order, it becomes "qualified", and the Trustees must comply with the Qualified Domestic Relations Order. If you are going through a divorce, please contact the Fund Office to request a copy of the Plan's "QDRO Procedures" and sample templates that can be used to divide your retirement benefit.

Change in Address and Notice of Intent to Retire

You should notify the Board of Trustees of the Pension Fund at 6007 S. Harding St., Indianapolis, IN, 46217 of the date you desire to begin receiving benefit payments and of any change in your address. Failure to do this may result in a delay of your benefit payment (with no interest).

Persons Who Are Incapacitated

If the Administrator is advised in writing that any benefit is payable to a minor or an incapacitated person, the Administrator may direct those payments be made to that person's legal guardian or to some other court appointed person, which will discharge the Board of Trustees of any liability.

Proof of Continued Existence

After you Retire, the Plan may occasionally send forms or other communication to verify you are still living. If you fail to respond to such a notice, your Retirement benefits may be temporarily halted until the Administrator can confirm you are still alive and entitled to benefits.

No Contract Created

The establishment and maintenance of the Plan does not create a right of employment, a contract with the Local Union or any participating Employer, any special claim, or affect the right of you or your employer to terminate your employment.

Right of Recovery

The Trustees may recover any payments made to a Participant, Beneficiary or other payee. No Participant, Beneficiary or other payee shall be entitled to receive a benefit more than is provided for by the terms of the Plan. In the event a Participant, Beneficiary or other payee is overpaid by the Plan due to any administrative, mathematical or other error, the Board of Trustees shall have the right to recoup such overpayments through a reduction of future benefit payments, the offset of future benefit payments or any procedure deemed appropriate by the Board of Trustees. Any Participant, Beneficiary or other payee, upon being notified of the reduction or offset, shall have the right and obligation to appeal the decision to the Board of Trustees prior to commencing any

other legal or administrative action. Under no circumstances will an overpayment become or be considered a Vested benefit.

No more than 10% of the total overpayment shall be recouped in a calendar year. The Participant or Beneficiary's benefit shall not be reduced to below 90% percent of the benefit which would otherwise be payable. No interest or fees shall be recouped Recoupment of past overpayments to a Participant may not be sought from any Beneficiary of the Participant, including a spouse, surviving spouse, former spouse, or other Beneficiary.

All recoupment and recovery efforts by the Board of Trustees shall comply with ERISA, as amended by the Setting Every Community Up for Retirement Enhancement (SECURE) Act 2.0.

Receipt and Release

Any payment payable to you will be in full satisfaction of your claim being paid and the Trustees may condition payment upon your delivery of a signed receipt and release.

Rollovers

When any benefit is paid as a single amount or "lump sum distribution," the Plan will provide information regarding options you might use to reduce or to postpone a tax liability on that payment. These options include the ability to re-deposit or "rollover" the payment into an Individual Retirement Account (IRA) or other tax-exempt employee retirement plan. Refer to your tax consultant for more information.

Distributions that qualify will be subject to a 20% withholding assessment for federal income tax purposes unless a "direct rollover" is made. An example of a direct rollover would be a distribution with a *direct transfer* made from the Fund to an Individual Retirement Account (IRA) or other tax-qualified plan that accepts rollovers and is not negotiated by you.

The Fund must withhold 20% of an eligible rollover distribution if you elect to have it paid to yourself. If you have the payment paid to yourself, you have 60 days upon receiving payment to rollover the entire amount (including an amount equal to the 20% withholding) into an Individual Retirement Account (IRA) or another qualified retirement plan that accepts rollovers. The entire amount paid to you, including the portion withheld for taxes, must be rolled over to avoid taxation. Other sources such as your personal savings account may be used to replace the 20% withheld amount. These rules apply to an active or inactive Vested Participant, active or inactive Vested Participant's legal spouse or former spouse pursuant to a Qualified Domestic Relations Order (QDRO) and a surviving spouse receiving an eligible rollover distribution after the death of the Participant. For a more complete explanation of the "rollover" provisions, please consult a tax attorney or accountant.

Forfeitures

If you terminate employment with any non-vested Accrued Benefit, you will forfeit that non-vested Accrued Benefit as of that date. If you are reemployed by an Employer, your previously forfeited benefit may be restored if your participation is reinstated prior to suffering a Permanent Break in Service.

Military Service Benefits

The rules regarding the credit awarded for Military Service can be complicated. It is very important you notify the Fund Office if you will be leaving for a period of Military Service, and immediately upon your return from service.

A Participant shall be credited with Service for Military Service in the Armed Forces of the United States, provided such Military Service does not exceed four years prior to December 13, 1994, or five years after December 13, 1994, and the Participant returns to work in Covered Service or can show proof in a form acceptable to the Trustees that the Participant made reasonable efforts to obtain work in Covered Service.

To the extent required by the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or the Heroes Earnings Assistance and Relief Tax Act of 2008 ("HEART Act"), the Plan will provide additional benefits to workers called on to provide active military service.

If you die on or after January 1, 2007, while performing qualifying Military Service, your survivors may be entitled to any additional benefits (other than benefit accruals relating to the period of military service) that would have been provided under the Plan if you had resumed employment and then terminated employment on account of death.

Any costs associated with the crediting of Military Service and/or the benefit accruals related to Military Service shall be considered liabilities of the entire Plan and shall not be the exclusive cost of any single Employer or group of Employers.

Claims and Appeal Procedures

Application for Benefits

You may apply for Normal Retirement Benefits, Early Retirement Benefits, Death Benefits or Termination Benefits as early as 180 days preceding the date you would first become eligible for the requested benefit. You must notify the Fund Office of your intent to apply for Plan benefits. The Fund Office will answer any questions and send you all the proper application forms when they receive your request to apply for benefits. In no event (unless specifically provided) will benefits be payable to you for any period prior to the date you file an application for benefits.

The Trustees have the right to require all information which is reasonably necessary to administer the Plan and pay claims, including records of employment, proof of dates of birth and death, evidence of existence, and no benefit dependent in any way upon such information shall be payable unless and until such information so required shall be furnished. Such evidence shall be furnished by the Union, Employers, Participants, retired Participants and Beneficiaries, as applicable.

Denial of Benefits

The following rules shall apply in the event a claim for benefits is not approved:

If a claim is wholly or partially denied, the Plan Administrator shall notify the claimant of the Plan's denial not later than 90 days after receipt of the claim by the Plan, unless the Plan Administrator determines that special circumstances require an extension of time for processing the claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of such initial period. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The period of time within which a benefit determination is required to be made shall begin at the time a claim is filed in accordance with the reasonable procedures of the Plan, without regard to whether all the information necessary to make a benefit determination accompanies the filing. A denial includes any recission of disability coverage.

Denial of a Claim Other Than Disability Benefits

The Plan Administrator shall provide a claimant with written or electronic notification of any denial of a claim. Any electronic notification shall comply with the standards imposed by law. The notification shall set forth, in a manner calculated to be understood by the claimant:

• The specific reason or reasons for the denial;

- Reference to the specific Plan provisions on which the denial is based;
- 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; and
- 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 Section 502(a) of ERISA following a denial on review.

Denial of a Claim for Disability Benefits

The Plan Administrator shall provide a claimant with written or electronic notification of any denial of a claim for Disability Benefits. Any electronic notification shall comply with the standards imposed by law. The notification shall set forth, in a manner calculated to be understood by the claimant:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provisions on which the determination is based;
- 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; and
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's denial, without regard to whether the advice was relied upon in making the benefit determination; and
 - A disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration.
- If the denial 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
- The specific internal rules, guidelines, protocols or other similar criteria the Plan relied upon in making the denial or, alternatively, a statement that such rules, guidelines, protocols or other similar criteria of the Plan will be provided free of charge upon request; and
- 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, as that term is defined at 29 CFR 2560.503-1(m)(8), to the claimant's claim for benefits; and
- 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 Section 502(a) of ERISA following a denial of a claim for Disability Benefits on review.

Should you wish to have your claim reviewed, you must follow the procedures set out below. All review procedures described below must be followed and exhausted before a claimant can institute any legal action, including an action or proceedings before any court, administrative agency or arbitrator (legal body). Generally, such legal bodies require a claimant to follow and exhaust a Plan's review procedures before allowing a claimant's legal action to proceed. If a claimant files a legal action before following and exhausting a Plan's review procedures, this may result in a negative ruling by the relevant legal body and impair or cause the loss of the right to bring any further legal action.

Claims Appeal Procedure

The following rules shall apply to appeals of a denial of benefits:

The claimant shall have 60 days (180 days for disability claims) following receipt of a notification of a denial within which to appeal the determination. The claimant shall have the opportunity to submit written comments, documents, records and other information relating to the claim for benefits. The claimant shall be provided, 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.

The review on appeal shall consider 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 denial. The Trustees shall be empowered to hold a hearing at which such applicant shall be entitled to present the basis of his/her claims for review and at which he/she may be represented by Counsel.

In the case of a disability claim for Disability Benefits:

The claimant shall be provided with a review that does not afford deference to the initial denial and is conducted by an individual who did not make the initial determination nor the subordinate of such individual; or if the denial is based in whole or in part on a medical judgment including determinations regarding whether a treatment drug is experimental, investigational or not medically necessary, the individual making the determination will consult a health care professional who has appropriate training and experience in the medical field involved in the medical judgment and the medical or vocational expert will be identified; and

The healthcare professional engaged for consultation will not be an individual who was consulted in making the adverse benefit determination that is the subject of the appeal, nor their subordinate; and

The claimant shall be provided with any new or additional evidence or rational considered or relied upon in connection with the claim free of charge.

The Trustees shall make a benefit determination no later than the date of the meeting of the Trustees that immediately follows the Plan's receipt of a request for review, unless the request for review is filed within 30 days preceding the date of such meeting. In such case, a benefit determination may be made by no later than the date of the second meeting following the Plan's receipt of the request for review. If special circumstances (such as the need to hold a hearing) require a further extension of time for processing, a benefit determination shall be rendered not later than the third meeting of the Trustees following the Plan's receipt of the request for review. If such an extension of time for review is required because of special circumstances, the Plan Administrator shall provide the claimant with written notice of the extension, describing the special circumstances and the date as of which the benefit determination will be made, prior to the commencement of the extension. The Plan Administrator shall notify the claimant of the benefit determination as soon as possible, but not later than five days after the benefit determination is made.

The period of time within which a benefit determination on review is required to be made shall begin at the time an appeal is filed in accordance with the procedures of this Plan, without regard to whether all the information necessary to make a benefit determination on review accompanies the filing. If a period of time is extended due to a claimant's failure to submit information necessary to decide a claim, the period for making the benefit determination on review shall be tolled for 45 days beginning on the date on which the notification of the extension is sent to the claimant. If the claimant does not submit the requested information within the 45-day tolling period, the claim shall be denied.

In the case of a denial on review, the Plan Administrator shall provide such access to, and copies of, documents, records and other information as is appropriate. The Plan Administrator shall provide a claimant with written or electronic notification of a Plan's determination on review. Any electronic notification shall comply with the standards imposed by law. In the case of a denied benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant:

- The specific reason or reasons for the denied benefit determination;
- Reference to the specific Plan provisions on which the denied benefit determination is based;
- 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;
- A statement of the claimant's right to bring a civil action under Section 502(a) of the Act;
 and
- In the case of a claim for disability benefits:
 - 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 will be provided free of charge to the claimant upon request; or

- 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.
- A discussion of the decision, including an explanation of the basis for disagreeing with or not following:
 - The views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant;
 - The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse Disability Benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and
 - A disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration.

In considering appeals, as in all other matters concerning administration of the Plan, the Trustees retain the full right and discretion to interpret and apply Plan provisions. Benefits under this Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

Restrictions on Legal Action Against the Plan

No Participant, Beneficiary or other person seeking benefits from the Plan may pursue litigation or administrative actions against the Plan unless such person has fully exhausted the claim and appeal options set forth above. Additionally, any suit against the Plan must be filed solely in the United States District Court for the Southern District of Indiana, within two (2) years of the final decision on appeal from the Board of Trustees.

PBGC – Plan Benefits at Discontinuance or Termination

Your pension benefits under this multiemployer Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension arrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC guarantee equals a Participant's years of Service multiplied by: (1) 100% of the first \$11 of the monthly benefit accrual rate; and (2) 75% of the next \$33. The PBGC's maximum guarantee limit is \$35.75 per month times a Participant's years of Service. For example, the maximum annual guarantee for a retiree with 30 years of Service would be \$12,870.

The PBGC guarantee generally covers: (1) Normal and Early Retirement Benefits; (2) Disability Benefits if you become disabled before the Plan becomes insolvent; and (3) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the earlier of: (i) the date the Plan terminates; or (ii) the time the Plan becomes insolvent; (3) benefits that are not Vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the Plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

For more information about the PBGC and the benefits it guarantees, ask your Plan Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street, N.W., Suite 930, Washington, D.C. 20005-4026 or call (202) 326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Statement of Your Rights Under ERISA

Your Rights

As a Participant in the Indiana Teamsters Pension Fund you are entitled to certain rights and protections under ERISA. The law provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

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

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

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

Subject to limitations allowed by law, obtain a copy of any periodic actuarial report, a copy of any quarterly, semi-annual or annual financial report prepared by an investment advisor or other fiduciary, or a copy of the application filed with the Secretary of Treasury requesting an extension of amortization periods under Section 304 of ERISA and the determination of such Secretary pursuant to such application. Requested reports must be in possession of the Plan for at least 30 days before the Administrative Manager is required to furnish the reports. These reports must be requested in writing and are not required to be given more than once every 12 months. The Administrative Manager may make a reasonable charge for the copies.

Obtain a statement telling you whether you have a right to receive a pension at Normal Retirement Age (the later of age 65 or the fifth anniversary of your participation in the 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 must work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 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 the employee benefit plan. The people who operate your Plan,

called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your Employer, your Union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest 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 Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the EBSA at 1-866-444-EBSA (3272). The nearest area office of the EBSA is the Cincinnati Regional Office, 1885 Dixie Highway, Suite 210, Fort Wright, Kentucky 41011, or (859) 578-4680. Additional information is also available on the Internet at http://www.dol.gov/ebsa.

Administrative Information

Name of Plan-

Indiana Teamsters Pension Fund Pension Plan

Employer Identification Number and Plan Number-

The EIN assigned to the Plan by the IRS is 35-1792964 and the Plan Number is 001.

Type of Plan-

Defined Benefit Plan

Plan Year and Recordkeeping Period-

The Plan's fiscal year and recordkeeping period is January 1 to December 31.

Plan Sponsor and Administrator-

Joint Board of Trustees Indiana Teamsters Pension Fund 6007 S. Harding St. Indianapolis, IN 46217 (317) 639-3541

Collective Bargaining Agreements-

The Plan is a multiemployer pension plan co-sponsored by the International Brotherhood of Teamsters Local 135, the International Brotherhood of Teamsters Local 364 and several employers that have agreed to make contributions to the Pension Fund on behalf of eligible employees. The collective bargaining agreements specify the contributions which are payable by the Employers on behalf of eligible Participants. Upon written request from a Participant, the Fund will advise whether any Employer is a sponsor of the Plan. Copies of collective bargaining agreements may be obtained upon written request to the Fund Office and are available for examination during normal business hours.

Agent for Legal Purposes-

Joint Board of Trustees Indiana Teamsters Pension Fund 6007 S. Harding St. Indianapolis, IN 46217 (317) 639-3573 Service of legal process may also be made upon the Plan Administrator which is the Board of Trustees.

Type of Administration-

The Trustees are the Plan Administrator. You may contact them with questions or requests about this Plan. The Trustees have hired a salaried Administrative Manager to assist them with the day-to-day administration of the Plan.

Board of Trustees-

Employer Trustees	Union Trustees
Mitchell Smith Elle-J Trucking P.O. Box 546 Clinton, IN 47842	Robert Warnock III 2405 East Edison Road South Bend, Indiana 46615
Jason Craig Distributors Terminal 1441 Aberdeen St. Terre Haute, IN 47804	Dustin Roach 2829 Madison Ave. Indianapolis, IN 46225

Effective Date-

The Plan was originally effective on September 1, 1989

Every effort has been made to see that the information contained in this booklet is accurate at the time of its printing. However, should a conflict arise between this booklet and the legal documents governing the Plan, the legal documents shall, in all cases, govern. Please contact the Fund Office with any questions about your benefits.