

MECHANICS' LOCAL NO. 701
DEFINED CONTRIBUTION
401(k) PLAN



SUMMARY PLAN DESCRIPTION
2022 EDITION

Mechanics' Local No. 701 Defined Contribution 401(k) Plan

Summary Plan Description

2022 Edition

BOARD OF TRUSTEES
MECHANICS' LOCAL NO. 701 DEFINED CONTRIBUTION 401(K) PLAN

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A Message from the Board of Trustees

We are pleased to provide you with this new summary plan description booklet describing your benefits under the Mechanics' Local No. 701 Defined Contribution 401(k) Plan. We are providing this summary so that you and your family can better understand the important benefits that are provided. However, this booklet is not a substitute of the official Plan Document which will govern if there are any differences with this summary.

This summary covers the Plan effective as of January 1, 2022. If you would like a copy of the official Plan Document or if you have any questions about the Plan in general, please contact the Fund Office at (708) 482-0110.

IMPORTANT REMINDER

Tell your family, particularly your spouse, about this booklet and where it is located. Please notify the Fund Office promptly if you change your address. Only the full Board of Trustees is authorized to interpret the Plan described in this booklet. No Employer, the Union, nor any representative of any Employer or Union, in such capacity, is authorized to interpret this Plan, nor can any such person act as agent of the Trustees. If you need any information regarding this Plan, you should contact the Fund Office. This booklet contains only highlights of certain features of the Plan. Full details are contained in the Plan documents that establish the Plan provisions. If there is a discrepancy between the wording here and the documents that establish the Plan, the Plan document language will govern. The Trustees reserve the right to amend, modify, or terminate the Plan at any time.

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SECTION 1: PARTICIPATION, VESTING AND TERMINATION

1.01 Participation.

Your participation in the Plan begins when the Plan first receives contributions on your behalf.

1.02 Eligibility to Contribute to the Plan.

Generally, contributions begin with the fourth monthly remittance period occurring after you are hired unless one of the following applies to you:

- i. *Employees who work more than 30 hours per week and were hired on or before July 31, 2014*

If you worked 30 or more hours per week and were hired on or before July 31, 2014, you were automatically enrolled in the Plan for contributions to be withheld from your check beginning with the January 1, 2015 work week, provided that you did not opt out prior to December 8, 2014.

For example, Tim and Mike were employees covered under a Collective Bargaining Agreement on July 31, 2014, and each worked an average of 30 hours per week. The Fund sent Tim and Mike automatic enrollment notices. Mike returned his form prior to the December 8, 2014 deadline electing to opt-out of the Plan but Tim did not return his form. Mike's employer will not withhold contributions from Mike's check unless and until he affirmatively elects to enroll in coverage during a future annual election period.

Tim's employer began withholding 3% of his gross wages beginning with the January 1, 2015 work week. He will not be permitted to change his automatic enrollment deferral percentage until the April 2015 annual election period to be effective with the June 1, 2015 work week.

- ii. *Employees who work less than 30 hours per week and were hired on or before December 31, 2014*

If you worked less than 30 hours per week and were hired on or before December 31, 2014, you will be automatically enrolled in the Plan for contributions to be withheld from your check beginning with the June 1, 2015 work week, provided that you do not opt out during the April 2015 election period that is effective with the June 1, 2015 work week.

For example, Joe is an employee covered under a Collective Bargaining Agreement on December 31, 2014, and works an average of 25 hours per week. The Fund will send Joe two notices regarding automatic enrollment. If Joe returns his form on or before May 1, 2015, his employer will either not withhold contributions or withhold the amount indicated on the form. If he doesn't return the form by the deadline, his employer will withhold 3% of his gross wages beginning with the first work week in June. Whatever event occurs effective June 1, 2015, no withholding, elective deferral or automatic deferral will continue until the next annual election period in April 2016 for the June 1, 2016 work week.

- iii. *Employees who return to Covered Employment within a twelve month period*

If you terminate your employment under a collective bargaining agreement or Written Agreement, and return to such employment with any contributing Employer within a twelve month period, you will have your elective deferral percentage reinstated as of the next monthly remittance period commencing after the Fund Office notifies your Employer of your reinstatement. Reinstatement will apply automatically,

provided that you have not elected otherwise during an annual election period occurring during such twelve month period.

1.03 Vesting.

You are 100% vested in amounts contributed to the Plan.

1.04 Termination of Participation.

Your participation under the Plan will terminate upon a full distribution of your Individual Account.

SECTION 2: CONTRIBUTIONS

2.01 Employer Contributions.

Employers may make Employer Contributions to the Plan pursuant to a written agreement, in addition to those identified as Elective Deferrals. If you are entitled to an Employer Contribution pursuant to such written agreement, please refer to your Collective Bargaining Agreement (“CBA”) for further information.

2.02 Elective Deferrals.

A. Automatic Enrollment

You may contribute pre-tax dollars called Elective Deferrals to the Plan. Automatic enrollment is a feature in the Plan that allows your Employer to enroll you in the Plan unless you affirmatively elect otherwise. With automatic enrollment, your Employer deducts a certain percentage from your paycheck and deposits it into your Individual Account. Specifically, your Employer automatically reduces your wages by three percent (3%) and contributes this amount to your Individual Account as an automatic enrollment contribution.

Your elective deferral percentage may be changed once per calendar year during the open enrollment period, unless specifically provided otherwise in an applicable written agreement. If your employer changes ownership and you continue your employment under a collective bargaining agreement or other written agreement at the same location with your new employer, your elective deferral percentage that was in place immediately prior to the change in ownership will carry over and be implemented with the new employer as soon as administratively possible.

If you terminate your employment and return to such employment with any contributing Employer within a twelve month period, your elective deferral percentage will be reinstated as soon as practicable upon your return to employment, provided you have not elected otherwise during the open enrollment period occurring during such twelve month period.

You have the right to elect not to have salary deferrals withheld or to elect a different percentage (0% - 50%) to be withheld. However, you must submit an Elective Deferral agreement to the Fund Office prior to the date indicated by the Fund Office in your enrollment materials. If you do not submit an Elective Deferral agreement to the Fund Office by the deadlines communicated to you in your enrollment materials, you will be automatically enrolled in the default deferral with contributions at 3% of your wages.

B. Salary Deferral Limits

How much you contribute to your Individual Account is entirely your decision; however, your Elective Deferrals for the 2022 taxable year may not exceed \$20,500, which is an amount set by law and may be increased in future years.

In addition, your deferred wage contributions are subject to a non-discrimination test that compares the rate of contributions made by Highly Compensated Employees to the rate of contributions made by all other Employees. If the difference between the rates is too great, the Fund will reduce contributions made by Highly Compensated Employees.

C. Catch-Up Contributions

If you are or will become age 50 or older during the calendar year, then you may elect to defer additional amounts (catch-up contributions) to the Plan. These additional amounts may be deferred regardless of any other limitations on the amount you can contribute to your account.

The maximum catch-up contribution that you can make in 2022 is \$6,500, which may increase for cost of living adjustments in future years.

D. Monthly Remittances

Each Employer will be responsible for sending your contributions to the Fund by the 15th of the following month after the deduction was taken from your paycheck. If there is a discrepancy between the amount deducted from your paycheck and the amount your Employer sent to the Plan, you should contact your Employer and take reasonable action to correct the discrepancy. If you are unable to correct the discrepancy with your Employer, you should immediately notify the Fund Office.

2.03 Rollover Contributions.

The Fund may accept rollover distributions from qualified retirement plans, 403(b) custodial accounts, tax-sheltered annuities, 457(b) governmental plans, employee after-tax contributions from qualified plans, and eligible rollover amounts from IRAs as described in Section 408(a) and 408(b) of the Internal Revenue Code (“IRC”). The amount you rollover into this Fund will be maintained in a separate Rollover Account within your Individual Account and the Plan’s investment options and distribution rules apply.

The Trustees have the sole discretion to determine if any distribution you wish to rollover is eligible to be contributed to the Plan. This Plan does not accept rollovers of Roth contributions and hardship distributions. The Plan does not accept amounts from qualified birth or adoption distributions (“QBADS”) from any source other than this Plan as a rollover contribution.

2.04 Delinquent and Uncollectible Contributions and Restorative Payments.

Contributions will only be credited to your Individual Account to the extent they are actually received by the Plan. The Trustees will pursue the collection of delinquent contributions pursuant to its procedures. The Trustees will attempt to charge interest to the delinquent Employer whenever possible. To the extent the Trustees are able to collect interest, it will be credited to your Individual Account.

In rare cases, the Trustees may not be able to fully collect all the contributions due to the Plan from a particular Employer. This usually only occurs in situations where an Employer goes out of business. In this event, the contributions will not be credited to your account. Nonetheless, the Trustees may make restorative payments to your account to the extent appropriate funds are available. Partial or full restorative payments in this context are discretionary and are not guaranteed.

2.05 Contributions During Qualified Military Service.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”), if you return to Covered Employment with an Employer following a period of qualified military service, you may be able to make additional contributions to make up for the time you were on military service. Further, you will not have to re-qualify for Plan participation upon your return and you will not forfeit any amounts that are credited to your account while you are in qualified military service. In general, these protections are available if (i) you have given advance written or verbal notice of the uniformed service to your employer,

(ii) the total length of the absence and of all previous absences from employment with the Employer by reason of uniformed service does not exceed five years; and (iii) you report or submit an application for reemployment to your last employer upon completing your military service. If you return to employment that meets the USERRA requirements and want to make additional make up contributions, you should notify your employer and the Fund Office. If you have questions about military service or how contributions to your account are handled, please contact the Fund Office for more details.

SECTION 3: RECORDKEEPER AND INVESTMENT OPTIONS

The Trustees intend to operate this Plan under Section 404(c) of the Employee Retirement Income Security Act ("ERISA") and Title 29 of the Code of Federal Regulations Section 2550.404c-1. Under these regulations, the Trustees are relieved of fiduciary liability for any losses which result from you having control over your Individual Account.

3.01 Recordkeeper and Requesting Information Regarding Your Investments.

A. Recordkeeper

As of the printing of this booklet, the Plan's Recordkeeper is Milliman, Inc. To make a change to your account, request additional information, or receive investment education and other related services, you should contact Milliman at 1-866-767-1212 or visit their website at www.MillimanBenefits.com.

Any changes you make to your account will be confirmed in writing.

B. Online Money Management Tool

Milliman offers the Retirement Income Security Evaluation ("RISE"TM) Score, an online tool that provides an easy-to-understand measure of retirement income security that allows you to evaluate your retirement goals and manage your money. With RISETM, you can determine your investment strategy, evaluate how social security will impact your retirement, understand income needs in retirement, and much more.

C. Requesting Information Regarding Your Investments

The Plan provides for a number of investment options.

You may also request printed materials describing the current investment options from Milliman. These materials will contain the following for each investment option available to you:

- i. A portfolio listing which will show the investment's underlying assets;
- ii. A description of the annual operating expenses;
- iii. A statement of assets and liabilities; and
- iv. Past investment performance and current unit value.

3.02 Default Investment Option.

If you do not pick one of the investment options, you will be automatically enrolled in the Plan's default option, the T. Rowe Price Retirement Series, according to your year of birth, as follows:

If you were born:	Your Money will move to:
Prior to 1956	T. Rowe Price Retirement 2015
1956 to 1960	T. Rowe Price Retirement 2020

1961 to 1965	T. Rowe Price Retirement 2025
1966 to 1970	T. Rowe Price Retirement 2030
1971 to 1975	T. Rowe Price Retirement 2035
1976 to 1980	T. Rowe Price Retirement 2040
1981 to 1985	T. Rowe Price Retirement 2045
1986 to 1990	T. Rowe Price Retirement 2050
1991 and later	T. Rowe Price Retirement 2055

As time goes on, more T. Rowe Price Retirement Series investment options will be added to the default option and your birth date will determine which option you are placed in. If you do not provide your date of birth, the system will place you in a conservative fund until you provide a date of birth or select an investment. This placeholder date of birth will not be used in applying Plan requirements that depend on age, such as eligibility for catch-up contributions, distributions without penalty at age 59½, and payments required on April 1 following the year you attain age 70 ½ if you turned age 70 ½ before January 1, 2020 or age 72 if you turn age 70 ½ on or after January 1, 2020.

If Milliman has an incorrect date of birth for you, please contact the Fund Office.

This default option may or may not be the best option for you. The Plan encourages you to carefully review the available materials and make an election that best matches your circumstances.

3.03 Account Valuation.

Accounts are valued at the end of business day based on the unitized market values for each Participant's investment funds as determined by the Plan's Recordkeeper. Each calendar quarter you will receive a statement advising you of the value of your account.

SECTION 4: ELIGIBILITY FOR DISTRIBUTION

Your eligibility for a distribution is based on the rules of the Plan and certain requirements under the IRC.

4.01 Distribution of Individual Account.

You are eligible for a distribution of your Individual Account under the following circumstances:

- A. Death;
- B. Disability;
- C. Normal Retirement Age (59 ½);
- D. You terminate from Covered Employment and no Contributions of any type are made to this Plan for a period of at least twelve calendar months and through the date of application;
- E. Hardship as provided in Section 4.02;
- F. Qualified Birth or Adoption Distributions as provided in Section 4.03; or
- G. Qualified Domestic Relations Order as provided in Section 7.01.

Additionally, you are eligible for a distribution of your Rollover Contributions at any time.

4.02 Hardship Distributions.

You may apply for and may receive a hardship withdrawal of your Rollover and Elective Deferrals if you incur one of the following expenses and you provide the required documentation as set forth in the Request for Hardship Distribution form:

- A. Expenses for medical care described in Section 213(d) of the IRC;
- B. Costs directly related to the purchase of your principal residence (excluding mortgage payments);
- C. The payment of tuition and related educational fees and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, children, or dependents (as defined in Section 152 of the IRC);
- D. Payments necessary to prevent the eviction or foreclosure of your principal residence;
- E. Payments of funeral or burial expenses for your deceased parent, spouse, child, or dependent (as defined in Section 152 of the IRC); or
- F. Expenses for the repair of damage to your principal residence that would qualify for a casualty loss deduction under Section 165 of the IRC.

If you are enrolled in a default election, you will be deemed to have an immediate and heavy financial need and thus eligible for a hardship withdrawal of your entire account balance, if you meet the following conditions:

- A. You did not intend to make an elective deferral, but failed to take the necessary steps to prevent being automatically enrolled;
- B. You stopped contributions at the first available open enrollment period; and
- C. Your account balance, based on your anticipated earnings and expenses, is expected to be depleted before you would be eligible for a distribution at your Normal Retirement Age.

The Plan will rely on the reasons contained in your Request for Hardship Distribution form as being true for purpose of making payment. You must provide a written representation that you have insufficient cash or other liquid assets to satisfy the immediate and heavy financial need caused by the hardship. The Plan is not responsible for verifying your eligibility, which is your sole responsibility. The amount you request cannot exceed the amount needed for the hardship plus the amount needed to pay federal and state income taxes on the excess distribution and any excise taxes. The 10% excise tax does not apply if the withdrawal is made because of uninsured medical expenses in excess of 7.5% of adjusted gross income.

Before obtaining a hardship withdrawal, you are required by law to try to pay the expenses through insurance coverage, by other plan distributions, by selling your assets, by borrowing money from a bank, by ceasing contributions to the Plan, or by withdrawing any other money. No amount distributed on account of hardship is eligible for a direct rollover distribution.

4.03 Qualified Birth or Adoption Distributions.

You may apply for and may receive a qualified birth or adoption distribution (“QBAD”) from your Individual Account for eligible child care and adoption expenses.

In order to be eligible for a QBAD, the distribution must be made during the one-year period beginning on the date your child was born or on which the legal adoption of your Eligible Adoptee is finalized. An Eligible Adoptee is an individual, other than the child of your spouse, who has not yet attained age 18 or is physically or mentally incapable of self-support.

The amount of the QBAD may not exceed the aggregate of \$5,000 per child or Eligible Adoptee. If you receive a QBAD under the Plan, you are permitted to recontribute the distribution to the Plan in an amount not to exceed the amount of the QBAD. QBADs are not subject to the 10% penalty on early distributions.

4.04 Mandatory Distributions.

If you attain age 70 ½ before January 1, 2020, the IRC requires that you must begin receiving your benefits no later than April 1 of the following calendar year in which you attain 70 ½ years of age. If you attain age 70 ½ on or after January 1, 2020, the IRC requires that you must begin receiving your benefits no later than April 1 of the following calendar year in which you attain 72 years of age. It also requires that payments must be at a certain rate depending on your age and, if you are married, the age of your spouse.

Milliman will contact you if these requirements apply. If you do not submit an application to commence benefits, Milliman will distribute benefits as required by federal law.

SECTION 5: FORMS OF BENEFIT PAYMENT

5.01 Distribution.

You may elect to leave your account in the Plan and withdraw what you need by contacting the Fund Office. When you reach age 70½ (if you turned age 70 ½ before January 1, 2020) or age 72 (if you turn age 70 ½ on or after January 1, 2020), the government requires you to commence receiving benefits just like an IRA. At that time you must complete a Minimum Required Distribution form to comply with these government requirements. Before then, you may withdraw part of your account balance and you may continue to elect from the Plan's investment options for any remaining balance.

If you are eligible for a distribution, you can elect from the following distribution options; however, hardship distributions and qualified birth or adoption distributions ("QBADs") are paid only as a lump sum:

- A. **Installment Payments** – You may elect periodic (monthly, quarterly, semi-annual, or annual) payments. You may elect to have payments for a fixed time (e.g., 10 years), fixed amount (e.g., \$200 monthly) or over your lifetime.
- B. **Direct Rollovers** - You may elect to move your vested account balance to a new Employer's plan or an IRA. Eligible distributions may be rolled over into an IRA, another qualified retirement plan, Code Section 403(b) custodial accounts or tax-sheltered annuities or Code Section 457(b) governmental plans. A rollover to a Roth account is not permitted.
- C. **Lump Sum Payment** – You may elect a partial or total lump sum payment of the funds in your Individual Account.

If you choose to take installment payments, a direct rollover, or a lump sum payment, you must complete a withdrawal form which is available at millimanbenefits.com.

SECTION 6: DEATH BENEFITS

6.01 Beneficiary.

In the event of your death, your account is distributed to your designated Beneficiary. It is important that you designate a Beneficiary so that your account is distributed according to your wishes. You will want to review your designation periodically to take into account changes in your circumstances and you may change your Beneficiary whenever you wish. At a minimum, you should review your Beneficiary designation if you get married, divorced, have children, or if your Beneficiary dies. However, if you are married and want to name a Beneficiary other than your spouse, you must obtain your spouse's written consent, witnessed by a notary public.

To designate your Beneficiary, you must complete a form available through Milliman or Milliman's website. You may name more than one Beneficiary and indicate the percentage of your account you want each Beneficiary to receive. If you do not specify the percentage for each Beneficiary, then your beneficiaries will share the account equally. If one of your beneficiaries dies before you, the account will be split equally among your remaining beneficiaries. You can change your Beneficiary at any time by submitting a new form. Beneficiary designations are effective on the date you sign the form.

If there is no named living Beneficiary at the time of your death, your account is distributed in this order:

- A. All to your spouse; if you have no living spouse, then,
- B. Divided equally amongst your children; if you have no living children, then,
- C. Divided equally amongst your parents; if you have no living parents, then,
- D. Divided equally amongst your brothers and sisters; if you have no living siblings, then,
- E. Your estate.

6.02 Payment Upon Death.

If you die before benefits are distributed, your account is distributed to your Beneficiary as provided in Section 6.01.

6.03 Forms and Timing of Payment.

A. Spousal Beneficiary

If there is a death benefit payable to your surviving spouse, he or she may elect to continue your account. However, benefits must commence by the later of 1) December 31 of the calendar year you would have attained 70 ½ years of age if you would have attained age 70 ½ before January 1, 2020 or December 31 of the calendar year you would have attained age 72 if you would have attained age 70 ½ on or after January 1, 2020, or 2) December 31 of the calendar year of your death.

At that time, the spousal Beneficiary may elect one of the following distribution options:

- i. Lump sum payment;

- ii. Installment payments that meet the required minimum distribution rules; or
- iii. Direct rollover.

B. Non-Spousal Beneficiary

A non-spousal Beneficiary must elect one of the above distribution options to begin before December 31 of the calendar year immediately following the calendar year in which you die. If you die before payments commence and no Beneficiary is named, then distribution of your entire account balance must be completed by December 31 in the year of the fifth anniversary of your death.

C. Eligible Designated Beneficiary

Notwithstanding the above, the only distributions payable upon your death occurring after December 31, 2021 that may be paid over the life expectancy of your designated Beneficiary are those distributions made to Eligible Designated Beneficiaries.

Eligible Designated Beneficiaries are (1) your surviving spouse; (2) your minor child; (3) a permanently disabled person; (4) a certified chronically ill individual; or (5) a person who is not more than 10 years younger than you.

Any designated Beneficiary who is not an Eligible Designated Beneficiary must receive his or her distribution within 10 years of your death.

SECTION 7: NON-ASSIGNABILITY AND QUALIFIED DOMESTIC RELATIONS ORDERS

7.01 Qualified Domestic Relations Orders.

Your benefits under the Plan cannot be assigned or transferred to someone else. They are free from execution, attachment, garnishment, pledge, or bankruptcy (subject to state laws) and all claims of alimony. However, the Plan must recognize a qualified domestic relations order.

A “domestic relations order” is a judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights of a spouse, former spouse, child, or other dependent of a participant and, (2) is made pursuant to state domestic relations law.

An “Alternate Payee” is a spouse, former spouse, child, or other dependent of a participant who is recognized by a domestic relations order as having a right to receive all, or a portion, of the benefits under a plan with respect to the Participant.

A “domestic relations order” is a “Qualified Domestic Relations Order” (“QDRO”) if it gives an alternate payee the right to receive all or a portion of the benefits payable to a participant under a plan, specifies required information, and does not alter the amount or form of plan benefits.

If a QDRO requires the distribution of all or part of your benefits under the Plan to an Alternate Payee, the Trustees must comply with the order. The Trustees have established procedures for administering QDROs. You can request a copy of these procedures at no cost from the Fund Office.

If the domestic relations order is deemed qualified, the Alternate Payee must contact Milliman for an application and submit it to the Fund Office in order to receive benefits.

SECTION 8: TAXES

8.01 Taxes on Contributions.

You are responsible for payroll taxes such as Social Security and any other amounts withheld from your pay pursuant to applicable statutes or court orders. The amount you defer is counted as compensation for Social Security but is not subject to income tax until it is distributed to you or your Beneficiary.

8.02 Types of Taxes on Distributions.

The IRC governs the tax on distributions. Because these rules change regularly, consult with a qualified tax advisor before receiving a distribution of benefits. When receiving your benefits, certain taxes can affect your distribution, such as:

- A. Ordinary income tax;
- B. 10% excise tax on early distributions;
- C. 10% withholding on hardship distributions; or
- D. 20% withholding on lump sum distributions and indirect rollovers.

Direct rollovers are not taxed in the same manner as other distributions, as explained in Section 8.07.

8.03 Ordinary Income Tax.

When you or your Beneficiary receive a distribution from the Plan, the taxable portion of your distribution will be subject to ordinary income tax. The easiest way to defer paying taxes is to keep your account invested in the Plan. If you are eligible for a distribution, you can take out what you need and the amount that remains in the Plan continues to receive tax deferred treatment until it is distributed.

You also have the option of taking a distribution and rolling it over to an Individual Retirement Account (“IRA”) or to another qualified retirement plan. Note that if you roll over your distribution to an IRA or another qualified plan and subsequently take a distribution, the same rules on income and excise taxes apply.

8.04 10% Excise Tax on Early Distributions.

There is a 10% additional tax (sometimes called an excise tax) on any lump sum payment you receive from the Plan before age 59½, unless an exception applies because the payment is made:

- A. Upon your death or Disability;
- B. After age 55 and Separation From Service;
- C. As a lump sum that is rolled over to an IRA or another qualified plan that accepts rollovers within 60 days of payment;

- D. In equal installments over your life or life expectancy or the joint life expectancy of you and your spouse;
- E. To a former spouse or dependent child as directed by a Qualified Domestic Relations Order; or
- F. To pay for unreimbursed medical expenses, as defined in Section 213(d) of the IRC, which exceed 7.5% of your adjusted gross income.

8.05 10% Withholding on Hardship Distributions.

When you receive a hardship distribution, you must pay 10% of the distribution amount for income taxes. You may either request the 10% to be withheld prior to distribution, or you may elect to not have the tax withheld and pay the tax at a later date. A hardship distribution is not eligible for a rollover and is subject to income tax and the 10% excise tax on early distributions described above.

8.06 20% Withholding on Lump Sum Distributions.

When you receive a lump sum distribution, the IRS requires the Plan to withhold 20% of the distribution to pay income taxes.

The easiest way to defer paying taxes is to keep your account invested in the Plan. Please note that even if you rollover your account to an IRA or another qualified plan, the same rules on income and excise taxes will apply when you take a distribution.

8.07 Direct Rollovers.

If you, your spouse, or your Beneficiary take your benefit as a lump sum distribution, you can roll over part or all of it as a rollover to another qualified plan or an IRA.

With a direct rollover, your lump sum is transferred directly from the Plan's Recordkeeper to the eligible plan or IRA that you designate. If you elect a direct rollover, no federal or state tax withholdings will apply to your distribution. Note that even if you rollover your account to an IRA or another qualified plan, the same rules on income and excise taxes will apply when you take a distribution.

If you are interested in a rollover, you should contact Milliman. If you apply for a distribution, a special tax notice explaining rollovers is provided.

SECTION 9: APPLYING FOR YOUR BENEFITS

9.01 Discretionary Decision Making, Statute of Limitations and Venue.

The Board of Trustees as the Plan Administrator has discretionary decision making authority to determine eligibility for benefits and to interpret the provisions of the Plan. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the applicant is entitled to them.

All decisions and interpretations made pursuant to the Plan shall be final and binding on all persons, subject only to the Plan's claims and appeals procedures. You may not file a lawsuit or other action against the Trust Fund or its Trustees until the matter has been submitted for review under the Plan's claims and appeals procedures. In the event an appeal has been denied, no legal action can be brought with respect to a claim under the Plan after three (3) years from the decision on appeal. The United States District Court for the Northern District of Illinois shall be the sole and exclusive venue to bring any claim brought against the Plan Administrator and it shall apply the arbitrary and capricious standard of review as it relates to any decision made by the Plan Administrator.

9.02 Filing Your Application.

You can get an application for benefits by writing or calling the Plan's Recordkeeper, Milliman, or by downloading the application from Milliman's website. If you need help with your application, the staff at the Fund Office or Milliman will assist you.

You should file your application with Milliman before the first month that you expect to receive a distribution. Early filing will avoid a delay in processing your application and payment of benefits.

If you die, your spouse or your Beneficiary should contact Milliman as soon as possible to request instructions about filing an application for benefits. He or she will need to supply a copy of your death certificate.

9.03 Appealing a Denial of Benefits.

The Plan has an appeals procedure available to every Employee. If the Plan Administrator denies your request to join the Plan, to receive a payout, or a claim for other relief is denied, you will be notified in writing of the denial. You will also be told the reason for the denial and how to appeal the Trustees' decision.

A. Process for Claims other than Terminal Illness Disability Distributions

A decision on your claim (other than for a terminal illness disability distribution) will normally be made within 90 days after the claim has been received by the Plan.

If additional time is required to make a final decision on the claim, you will be notified in writing (within the 90-day period) of the special circumstances requiring an extension of time and of the date by which the Plan expects to make a final decision. The extension will not exceed 90 days. Accordingly, the maximum processing time is 180 days.

Within 60 days of receiving notice of a denial, you may submit a written request that your claim be reconsidered (referred to in these procedures as an “appeal”). This request should include your comments, including the reasons you are appealing the decision.

B. Process for Terminal Illness Disability Claims

A decision on your claims for a disability distribution will normally be made within 45 days after the claim has been received by the Plan. If additional time is required because of circumstances beyond the control of the Plan, the Plan can extend the 45-day time period by 30 days. If the 30-day extension is not sufficient, the Plan can apply a second 30-day extension. Before the end of the original 45-day period (or, for a second extension, before the end of the first 30-day extension), you will be notified in writing of the circumstances requiring an extension of time and of the date by which the Plan expects to make a final decision on the claim. If the Plan needs additional information or material to process your disability claim and if the Plan requests the material in writing, you will be given up to an additional 90 days to obtain the information the Plan has asked you to provide. The time for the Plan to decide your claim is extended by the time it takes you to provide the requested information. When you respond to the Plan’s request for additional information, the ordinary time limits (the 45-day period or the 30-day extension) will again start to run. If you do not respond to the Plan’s request within 90 days, the Plan will decide your claim without that information, which may result in the denial of your claim.

9.04 Right to Representation.

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

9.05 Appeal Decision.

The appeal will be decided by the Board of Trustees or a sub-committee. The Trustees hold regular meetings at least four times a year. If your appeal is filed more than 30 days before a regular meeting of the Trustees, your appeal will be decided at that meeting, unless circumstances require an extension to the next meeting. If your appeal is filed less than 30 days before a regular meeting of the Trustees, the appeal will not be decided at that meeting, but will be decided at the next meeting. If circumstances require an extension of time for processing your appeal, a decision will be made on your appeal at the third regular meeting following the date you filed an appeal.

If circumstances require that the decision be delayed until the next meeting, you will be advised in writing of why the extension of time was needed and when the appeal will be decided.

Once the Board of Trustees has decided your appeal, the Plan will send you a written notice of the decision. The notice will be mailed within five days of the Trustees’ decision. If the Trustees uphold the denial of your claim, you will then have the right to file a lawsuit, subject to the three year limit described in Section 9.01. If your appeal is denied, you are entitled to receive, upon request at no cost, copies of documents and information that the Plan relied on in denying your claim.

If a decision on a claim or on appeal is not furnished within the time limits noted above, the claim or appeal is deemed to have been denied for purposes of pursuing other remedies. No claim will be considered denied until you exhaust all of the Plan’s claim and appeal procedures.

SECTION 10: ADMINISTRATIVE FACTS

10.01 Type of Plan.

This is an individual account plan with a 401(k) option. Your benefits depend on the amount of contributions and the investment return applied to your account.

10.02 Plan Name.

This Plan is known as the Mechanics' Local No. 701 Defined Contribution 401(k) Plan.

10.03 Effective Date of Plan.

The Plan effective date is January 1, 2015.

10.04 Plan Year.

The Plan year is based on a calendar year, which also serves as the fiscal year of the Fund for accounting and governmental reporting purposes.

10.05 Identification Numbers.

The number assigned to the Board of Trustees by the Internal Revenue Service is 47-1959684.

10.06 Plan Sponsor and Plan Administrator.

The Board of Trustees is the Plan Sponsor and Plan Administrator.

10.07 Agent for Service of Legal Process.

The Fund Administrative Manager is the Plan's agent for service of legal process. Accordingly, if legal disputes involving the Plan arise, any legal documents should be served upon the Fund Administrative Manager at the Fund Office. Service on the Board of Trustees or an individual Trustee shall also constitute service on the Plan.

10.08 Website.

You can access the various forms online and further information about the Plan by logging onto millimanbenefits.com.

10.09 Board of Trustees.

As of January 1, 2022 the Trustees of the Plan are:

Union Trustees	Employer Trustees
Mr. Sam Cicinelli Mechanics' Local No. 701 450 Gundersen Drive Carol Stream, IL 60188	Mr. Chris Konecki Chicago Automobile Trade Association 18W200 Butterfield Road Oak Brook Terrace, IL 60181
Mr. Mark Grasseschi Mechanics' Local No. 701 450 Gundersen Drive Carol Stream, IL 60188	Mr. David Lerew Penske Transportation Solutions 32600 Dequindre Road Warren, MI 48092

10.10 Collective Bargaining Agreements.

This Plan is maintained pursuant to Written Agreements, including, but not limited to, collective bargaining agreements between the Employers and the Union.

Upon written request, the Fund Office will provide you with information about a particular Employer's contributions to the Plan on behalf of Employees working under the collective bargaining agreements.

10.11 Plan Amendment or Termination.

The Board of Trustees reserves the right to terminate, modify, suspend, or amend the Plan, pursuant to the terms of the Plan Document and Trust Agreement governing the Plan and in accordance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). You will be notified of any changes that are made.

The Board of Trustees expects this Plan to continue. No Plan amendment can take away or reduce your account balance. However, if the Plan discontinues its contract with Milliman or if the Plan is ended, your account balance will be, to the extent it is invested in the Guaranteed SAGIC Core Bond Fund, subject to a liquidation formula that may result in an amount that is less than, equal to or more than what has been reported to you. If the Plan is ended, your account will be paid to you in a lump sum cash payment or an annuity.

10.12 Plan Interpretation.

The Trustees shall be the sole judges of the standard of proof required in any case and the application and interpretation of this Plan. Decisions of the Trustees shall be binding on all parties. Wherever the Trustees are given discretionary powers, the Trustees shall exercise such powers in a uniform and nondiscriminatory manner.

SECTION 11: DEFINITIONS

11.01 Annual Compensation.

The term “Annual Compensation” as used herein shall mean the Participant’s total taxable income as reflected on Form W-2 from the Employer, plus any Elective Deferrals under Code Section 402(g) and any other amounts that would be included in wages so defined but for an election under Code Sections 125, 132(f), or 457. Compensation includes payments made by the later of 2-1/2 months after severance from employment, or the end of the limitation year that includes the date of severance from employment, if, absent a severance from employment, such payments would have been paid to the Employee while the Employee continued in employment with the Employer, and are regular compensation for services during the Employee’s regular working hour, compensation for services outside the Employee’s regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation. Annual Compensation shall not exceed \$210,000 as adjusted under Code Section 401(a)(17).

11.02 Beneficiary.

The term “Beneficiary” as used herein means any person designated by a Participant in accordance with the terms hereof and Code Section 401(a)(9) to receive benefits hereunder following the death of such Participant.

A Participant may designate a Beneficiary or Beneficiaries on a form provided by the Trustees and delivered to the Trustees before death. A Participant must be living in order to be named a Beneficiary and under no circumstances may a trust be named as a Beneficiary. No change in Beneficiary shall be effective or binding on the Trustees unless it is received by the Fund Office prior to the time any payments are made to the Beneficiary whose designation is on file with the Fund Office.

If at the date of death the Participant is married, the Beneficiary shall be the surviving Spouse unless the Spouse has consented in writing to the Participant’s designation of some other named Beneficiary, which designation may not be changed without spousal consent unless the voluntary consent of the Spouse (a) expressly permits designations by the Participant without any requirement of further consent by the Spouse and (b) acknowledges that the Spouse has the right to limit the consent to a specific Beneficiary. Such written consent must acknowledge the effect of such selection and such consent must be witnessed by a notary public.

If no Beneficiary has been designated, or if no Beneficiary has survived the Participant, or if the designated Beneficiary survives the Participant, but dies prior to receiving the full or remaining amount of the Individual Account, distribution shall be made to the first of the following classes of successive beneficiaries then surviving at the death of the Participant:

- (a) Spouse,
- (b) children,
- (c) parents,
- (d) brothers and sisters,
- (e) estate.

11.03 Code.

The term “Code” as used herein shall mean the Internal Revenue Code, as amended or replaced from time to time.

11.04 Disability.

Disability means a disability as defined under the federal Social Security Act, as amended and in effect at the time the Employee becomes disabled, and for which disability insurance benefits are payable under such act. An Employee shall no longer have a Disability for purposes of this Plan when he ceases to be entitled to receive a disability insurance benefit under the federal Social Security Act.

11.05 Employee.

Employee means any person on whose behalf an Employer is or was required to make contributions to the Fund under a Collective Bargaining Agreement with the Union or pursuant to a Written Agreement.

11.06 Employer.

Employer means any entity that now or hereafter is a party to a Collective Bargaining Agreement with the Union requiring periodic contributions to the Fund or any entity obligated to contribute to the Fund pursuant to a Written Agreement.

11.07 Employer Contribution Account.

The term “Employer Contribution Account” as used herein shall mean the portion of the Individual Account maintained by the Trustees or the Recordkeeper for each Participant, each former Participant or Beneficiary, reflecting the monetary value of such individual's interest in the Trust Fund attributable to Employer Contributions.

11.08 ERISA.

The term “ERISA” as used herein shall mean the Employee Retirement Income Security Act, as it may be amended from time to time.

11.09 Gender.

The masculine Gender, where appearing in the Plan, shall be deemed to include the feminine Gender, and the singular may include the plural, unless the context clearly indicates to the contrary.

11.10 Individual Account.

Individual Account means an account or record to be maintained by the Trustees or the Recordkeeper reflecting the monetary value of the undivided interest in the Trust Fund of each Participant, each former Participant and each Beneficiary and such other additional accounts as the Trustees may establish from time to time including but not limited to sub-accounts for Employer Contributions, Elective Deferrals and Rollover Contributions.

11.11 Investment Funds.

The term “Investment Funds” as used herein shall mean the funds designated by the Trustees from time to time and maintained for the purpose of providing a vehicle for the investment of assets of the Trust Fund, in accordance with the directions of each Participant or Beneficiary with respect to his Individual Account, until such Investment Fund shall be eliminated by action of the Trustees. The Trustees shall maintain at all times at least three diversified Investment Funds consistent with ERISA Section 404(c) and Code Section 401(a)(35).

11.12 Normal Retirement Age.

Normal Retirement Age means the date the Participant or Former Participant reaches age 59½.

11.13 Plan.

Plan means the rules and regulations set forth herein which is intended to be a profit sharing plan as provided under Section 401(a)(27) of the IRC. The Plan is a multi-employer plan governed by a Board of Trustees that is both the Plan Administrator and Plan Sponsor.

11.14 Recordkeeper.

The term “Recordkeeper” as used herein shall mean any person or entity appointed by the Trustees to perform record keeping and other administrative services on behalf of the Plan. If no Recordkeeper is appointed, the Trustees shall perform the duties of the Recordkeeper.

11.15 Rollover Account.

Rollover Account means the portion of the Individual Account maintained by the Trustees or the Recordkeeper for each Employee or Participant who makes a Rollover Contribution reflecting the monetary value of such Employee’s individual interest in the Trust Fund attributable to his Rollover Contribution.

11.16 Trust Fund.

Trust Fund means the Automobile Mechanics’ Local No. 701 Defined Contribution Retirement Fund and its trust estate.

11.17 Trustees.

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

11.18 Union.

Union means Automobile Mechanics’ Local No. 701.

11.19 Written Agreement.

Written Agreement means any agreement in writing that is approved by the Trustees which specifies the detailed basis on which contributions shall be made to the Fund together with any modification, amendment or renewals thereof, including but not limited to collective bargaining agreements, memoranda of understanding which incorporate by reference collective bargaining agreements or this Trust Agreement,

report forms in accordance with which contributions are made and which obligate the Employer to the provisions of this Trust Agreement, non-bargaining unit employee participation agreements or any other agreement obligating the Employer signatory thereto to participate in or be bound by this Trust Agreement and/or the Plan established pursuant hereto.

SECTION 12: YOUR RIGHTS UNDER ERISA

As a Participant in the Mechanics' Local No. 701 Defined Contribution 401(k) Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 ("ERISA").

12.01 Receive Information About Your Plan and Benefits.

ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the Fund Office all documents governing the Plan. This includes 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 Pension and Welfare Benefit Administration;
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Administrator may assess 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; and
- Obtain, once every twelve (12) months, a statement telling you whether you have a right to receive a benefit at Normal Retirement Age (age 59½) and if so, what your benefits would be at Normal Retirement Age if you stop working under the Plan now. You are 100% vested under the Plan. This statement must be requested in writing. The Plan must provide the statement free of charge.

12.02 Prudent Actions by Plan Fiduciaries.

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who operate the employee benefit plan. The people who operate your Plan, called "fiduciaries", have a duty to do so prudently and in the interest of you and other Plan Participants and Beneficiaries.

However, the Trustees intend to operate this Plan under Section 404(c) of the Employee Retirement Income Security Act ("ERISA") and Title 29 of the Code of Federal Regulations Section 2550.404c-1. Under these regulations, the Trustees are relieved of fiduciary liability for any losses which result from your exercise of control over your account.

12.03 Non-Interference with Protected Rights.

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 benefit or exercising your rights under ERISA.

12.04 Enforce Your Rights.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right: (1) to know why this was done; (2) to obtain copies of documents relating to the decision without charge; and (3) 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 Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a lawsuit in 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 or a medical child support order, you may file a lawsuit in Federal court. However, lawsuits for benefits require you to exhaust your remedies under the Plan before filing a lawsuit and file suit within the time limits set out in the Plan.

If 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 a lawsuit in Federal court. You must do so within 90 days of the decision on appeal. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees if, for example, it finds your claim is frivolous.

12.05 Assistance with Your Questions.

If you have any questions about the Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. (29 C.F.R. 2520.102-3(t)(2)).

