

**INTERNATIONAL ASSOCIATION OF
HEAT & FROST INSULATORS
LOCAL 17 ANNUITY PLAN**



**SUMMARY PLAN DESCRIPTION
and
PLAN DOCUMENT**

Effective July 2015

International Association of Heat & Frost Insulators

Local 17 Annuity Plan

Fund Office
18520 Spring Creek Drive
Tinley Park, Illinois 60477
Telephone: (708) 468-8000
Fax: (708) 468-8018
www.local17fund.com

**BOARD OF TRUSTEES
(ADMINISTRATOR AS DEFINED BY LAW)**

Union Trustees

Mr. John Crinion

Mr. Thomas McGrath

Employer Trustees

Mr. Peter Castellarin

Mr. Jeffrey Corrado

ADMINISTRATIVE MANAGER AND AGENT FOR THE SERVICE OF LEGAL PROCESS

William Mangin

FUND COUNSEL

Johnson & Krol, LLC

CONSULTANT

Milliman

CERTIFIED PUBLIC ACCOUNTANTS

Legacy Professionals LLP

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YOUR ANNUITY PLAN

This booklet, a Summary Plan Description, highlights the main provisions of the official Annuity Plan document governing the International Association of Heat and Frost Insulators Local 17 Annuity Plan (the "Annuity Plan").

The Plan document establishes the legal rights, privileges and obligations under the Annuity Plan. Accordingly, if this booklet and the Annuity Plan document vary in their description of the program, the Annuity Plan document shall always govern. Copies of the Annuity Plan document are available from the Fund Office where the Annuity Plan is administered. If you would like a copy, one is available to you for the cost of duplicating.

The Annuity Plan was established on June 1, 1981. The Annuity Plan has been amended from time to time since then. This booklet is intended to summarize the provisions of the Annuity Plan in effect on January 1, 2015. If you are an Annuity Plan Participant who terminated employment before January 1, 2015, certain provisions included in this booklet may not be applicable to you.

Please read this booklet carefully and keep it with your records. It can help you understand your benefits and how they work for you and your family.

PLAN ADMINISTRATION

The Annuity Plan is a defined contribution safe harbor 401(k) profit sharing plan and is maintained pursuant to collective bargaining agreements between the employers and the Union. Upon written request, the Fund Office will provide you with information as to whether a particular employer is contributing to the Plan on behalf of employees working under the collective bargaining agreements or a list of contributing employers.

The Annuity Plan is administered by a joint Board of Trustees consisting of two union representatives and two contractor representatives. Mr. William Mangin is responsible for performing the day-to-day administrative functions of the Plan. **Questions and requests for information may be sent to the following address:**

William Mangin, Administrator
International Association of Heat and Frost Insulators Local 17 Annuity Fund
18520 Spring Creek Drive, Suite B
Tinley Park, IL 60477
Telephone: (708) 468-8000

The Annuity Plan is administered under provisions of the Internal Revenue Code of 1986, as amended (“Internal Revenue Code”) and the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

The agent for service of legal process is:

Johnson & Krol, LLC
300 South Wacker Drive, Suite 1313
Chicago, IL 60606
(312) 372-8587

Service of legal process may also be made upon the Board of Trustees or an individual Trustee.

The names and business addresses of the Trustees are:

John Crinion, Union Trustee
18520 Spring Creek Drive, Suite B
Tinley Park, IL 60477

Thomas McGrath, Union Trustee
18520 Spring Creek Drive, Suite B
Tinley Park, IL 60477

Peter Castellarin, Contractor Trustee
M&O Insulation Company
17217 South Ashland Avenue
East Hazel Crest, Illinois 60429

Jeffrey Corrado, Contractor Trustee
IMICO, Inc.
1110 Heinz Drive, Unit D
East Dundee, Illinois 60118

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.

PLAN ADMINISTRATION (continued)

The Annuity Plan's recordkeeper is John Hancock Retirement Plan Services. You may contact the recordkeeper directly as follows:

Participant Service Center
690 Canton Street
Westwood, MA 02090
1-800-294-3575
Web address: mylife.jhrps.com

Account balances are adjusted on a daily basis throughout the year. You may inquire about your account balance by contacting the Annuity Plan's recordkeeper as stated above, or you may call the Administrator between the hours of 7:30 a.m. and 4:20 p.m. Central Time (CT), Monday through Friday.

Contractor and Participant contributions to the Annuity Plan are placed in a Trust Fund, the assets of which are then invested by John Hancock Retirement Plan Services in one or more mutual funds selected by the Trustees, based on the investment directions that you specify.

To help with your retirement planning, many features of the Annuity Plan are available to you 24 hours a day, seven days a week, over an automated telephone system (1-800-294-3575), or via the Internet (<http://mylife.jhrps.com>) through MyLifeNow (a program offered through John Hancock Retirement Plan Services). The automated telephone system also allows you access to a Participant Service Representative if you call between the hours of 7:00 AM and 9:00 PM CT on any business day the New York Stock Exchange (NYSE) is open ("NYSE business day"). MyLifeNow enables you to obtain information about your Plan account, request an account statement, and make changes to your investment elections.

A change confirmed on or after 3:00 PM CT, or on weekends or holidays, will generally be effective as of the close of the next business day. In the event the NYSE closes prior to 3:00 PM CT on any business day, a change made and confirmed before the time the NYSE closes will generally be effective as of the close of that day. A change made and confirmed on or after such closing will generally be effective as of the close of the next business day. In the event an investment option does not have sufficient liquidity to meet same day redemption requests, your change will be effective as soon as administratively possible thereafter.

PLAN DESCRIPTION

The Annuity Plan was established to provide benefits upon your retirement, disability or death.

Eligibility for Participation

You are eligible to participate in the Plan beginning with your first hour of covered employment if you are:

- represented in collective bargaining by the International Association of Heat and Frost Insulators Local 17, Chicago, Illinois and employed in a covered class of work by an employer who has agreed to make contributions to the Trust Fund of the International Association of Heat and Frost Insulators Local 17 Annuity Plan;
- an officer or employee of the Union, except any such employee shall be excluded, who is hired on a temporary or other basis and who is regularly scheduled to work less than 1,000 hours in the Plan year or in the 12-month period immediately following date of hire;
- an employee of the International Association of Heat and Frost Insulators Local 17 Welfare, Pension, Annuity Funds or Apprenticeship Training Program, except any such employee shall be excluded, who is hired on a temporary or other basis and who is regularly scheduled to work less than 1,000 hours in the Plan year or in the 12-month period immediately following date of hire;
- an employee of an employer to which the Plan has been extended in accordance with the terms and conditions of a participation agreement between the Trustees and any such employer; or
- a Journeyman on Withdrawal. For purposes of the Annuity Plan, a Journeyman on Withdrawal is a previous Plan Participant who continues to work for a participating employer and in accordance with rules as adopted by the Trustees, such employer agrees to continue to make contributions to the Trust Fund on behalf of the Journeyman on Withdrawal.

Contributions to the Plan

Employer Non-Elective Contributions to the Plan

Participating employers contribute to the Annuity Fund based on hours of work in covered employment. The hourly contribution rate depends on job class as specified in the collective bargaining agreement. Contributions will also be credited under certain situations for periods of military service.

Participant Elective Contributions

As a Participant in the Annuity Plan, you may authorize your employer to reduce your eligible compensation by an amount not less than \$.05 but not more than 60% of your hourly rate of wages (in 5¢ increments) in order to make elective contributions to the Annuity Plan. The maximum elective contribution for 2015 is \$18,000. If you will have attained age 50 by the close of a Plan year, you can make an additional contribution referred to as a “Catch-up” contribution. The Catch-up contribution limit for 2015 is \$6,000. Participant elective contributions are often referred to as “401(k)” contributions because they are generally governed by Section 401(k) of the Internal Revenue Code.

PLAN DESCRIPTION (continued)

Your elective contributions in any calendar year when combined with non-elective employer contributions for that year to the Annuity Fund cannot exceed 100% of your pay for that year or a specified dollar limit (\$53,000 in 2015), if less. Elective contributions will be withheld from your pay and deposited to the Plan at least monthly. Your elective contributions reduce your taxable income by the amount contributed. To enroll in the elective contribution program or to make a change, contact your employer or the Plan Administrator. You may change your elective contribution amount each January 1, June 1, when you change employers, or upon re-hire following a layoff. After the employer's payroll department processes your request, it is effective on the next following January 1, June 1 or in the case of changing employers, the next pay period.

Military Leave of Absence

If you go out on a Military Absence and then return to employment with a participating employer within the required time period, you may make up any Participant elective contributions that you may have missed due to your Military Absence. You will be allowed a period equal to the lesser of (i) three times the length of your Military Absence, or (ii) five years, to make up the missed contributions. You may also be eligible to receive employer contributions allocable to the period of your Military Absence. Please call the Fund Office for additional information.

Your Account

As a Participant, you have a separate account in the Annuity Plan. That account consists of the contributions made by your employer, your elective contributions, your catch-up contributions, plus the investment income, if any, earned on those contributions less a share of the Fund's operating expenses which are charged to your account each quarter, less any distributions you have taken. The value of your account is calculated daily and reflects increases or decreases in the market value of each mutual fund selected by you. For Annuity Plan accounting purposes your account was separated into two sub-accounts as follows:

1. Employer contributions made on your behalf, plus investment income thereon (net of administrative expenses); and
2. Your elective contributions made by employers on your behalf, plus investment income thereon (net of administrative expenses)

PLAN DESCRIPTION (continued)

You are able to direct how your individual account balance is to be invested by determining what whole percentage of each account (or your entire account balance) is to be invested in one or more of the mutual fund choices selected by the Board of Trustees. Similarly, you are now able to direct how future employer and elective contributions are to be invested in those same mutual funds. If you make no election on how your account balance and/or future employer and elective contributions are to be invested, you will automatically have your entire account balance and/or your future employer and elective contributions invested in the “Qualified Default Investment Alternative,” one of the mutual funds selected by the Board of Trustees for that purpose.

Effective June 16, 2009, the Qualified Default Investment Alternative is based on the schedule below. For more information on the special rules on making changes in how your account is invested or in how future contributions are to be allocated, you should call a John Hancock Retirement Plan Services Participant Service Center representative.

If your birth date is:	You will be invested in this fund:
On or after January 1, 1988	▶ T. Rowe Price Retirement 2055 Fund (Advisor Class)
January 1, 1983 – December 31, 1987	▶ T. Rowe Price Retirement 2050 Fund (Advisor Class)
January 1, 1978 – December 31, 1982	▶ T. Rowe Price Retirement 2045 Fund (Advisor Class)
January 1, 1973 – December 31, 1977	▶ T. Rowe Price Retirement 2040 Fund (Advisor Class)
January 1, 1968 – December 31, 1972	▶ T. Rowe Price Retirement 2035 Fund (Advisor Class)
January 1, 1963 – December 31, 1967	▶ T. Rowe Price Retirement 2030 Fund (Advisor Class)
January 1, 1958 – December 31, 1962	▶ T. Rowe Price Retirement 2025 Fund (Advisor Class)
January 1, 1953 – December 31, 1957	▶ T. Rowe Price Retirement 2020 Fund (Advisor Class)
January 1, 1948 – December 31, 1952	▶ T. Rowe Price Retirement 2015 Fund (Advisor Class)
January 1, 1943 – December 31, 1947	▶ T. Rowe Price Retirement 2010 Fund (Advisor Class)
January 1, 1938 – December 31, 1942	▶ T. Rowe Price Retirement 2005 Fund (Advisor Class)
December 31, 1937 or before	▶ T. Rowe Price Retirement Income Fund (Advisor Class)

Vesting

You are 100% vested at all times in your Annuity Plan account.

BENEFIT PAYMENT INFORMATION

When Benefits Are Payable

The full value of your account, as calculated on a daily basis, is payable to you when you have a distributable event. A distributable event occurs when you:

- terminate employment and have no covered employment subject to Annuity Plan contributions for 24 consecutive months;
- attain age 55 and are receiving benefits under the Pension Plan; or
- become permanently disabled.

Disability under the Plan means a total and permanent disability which results in eligibility for disability benefits under either Social Security or the Pension Plan. "Permanently disabled" in the Pension Plan means a physical or mental condition, which totally and presumably permanently prevents you from working in any occupation and which first occurs no later than one year after the last day you worked in covered employment. The disability must result from an illness or an injury related to your work in the Heat and Frost insulator industry. This generally means being employed by any company that has a collective bargaining agreement with the Union. You must submit medical proof of your disability to the Trustees, who will determine whether you are permanently disabled.

If you return to covered employment, you will continue to be eligible for a distribution of your account as of the previous distributable event. However, in order to be eligible for a distribution of any additional contributions, you must qualify by having a distributable event that applies to the additional contributions.

Benefit Payable at Death

The full value of your account is payable if you die, so you will be asked to name a beneficiary. If you are not married, you may name anyone you wish, and you may change your beneficiary designation at any time by writing to the Administrator. If you name a beneficiary who is under age 18, payment will be delayed until a legal guardian has been appointed.

Whenever the term "spouse" appears in this Summary Plan Description, it means a person who is a husband or wife of a marriage that was legally entered into in a jurisdiction that recognizes the marriage. This term shall apply to same-sex couples who were legally married in a jurisdiction that recognizes same-sex marriages.

If you are married, your spouse is your beneficiary, unless your spouse agrees in writing to someone else. Your spouse's agreement must be witnessed by a notary public.

If you are not married at the time of your death and you have not designated a beneficiary, your account will be paid to any surviving children in equal shares. Otherwise, your account will be paid to your estate.

BENEFIT PAYMENT INFORMATION (continued)

Method of Payment

If you are married, unless you elect otherwise with your spouse's consent, your Annuity Plan benefit will be paid in the form of a 50% joint and survivor annuity commencing at retirement and equal in value to a single life annuity. You can also elect to receive a reduced amount with 75% or 100% provided to your spouse, if living, upon your death. If you are unmarried, your benefit will be paid in the form of a single-life annuity unless you elect another form of benefit.

The value of your Annuity Plan account can be paid out to you or your beneficiary in one or more of the following ways:

- lump sum or partial lump sum (with or without rollover to an IRA or another qualified plan);
- equal monthly installments using a fixed balance or declining balance method as described below, 50%, 75% or 100% joint and survivor annuity; or
- Single life annuity with or without a period certain.

If you select the 50%, 75% or 100% joint and survivor annuity form of payment, you may do so on all or only a portion of your account balance. In either case, an annuity would be purchased for you as described later in this section. Any portion of your account balance that is not used to purchase an annuity would then be available for distribution in either a lump sum or in equal monthly installments. If you decide not to have an annuity purchased, you also may select a combination of a lump sum and payments in equal monthly installments. For example, you may elect to take a partial lump sum when you are eligible to begin taking distributions and have the remaining amount paid in equal monthly installment options. Also, you may elect to change those elections at any time (except for the portion used to purchase the annuity) to take a partial or complete lump sum.

If you choose to have all or any part of your account balance paid in equal monthly installments, you can select any fixed number of months as the payment period, so long as such period does not exceed your life expectancy (or the life expectancy of you and your designated beneficiary.) Also, there are two methods that are available for determining how much your monthly payments would be under the installment option approach.

Under the first method, called the "fixed method," your monthly payment would be determined by dividing that portion of your account that you choose to have paid in installment payments by the number of months you select for the installment payout option. For example, if your account balance was \$60,000 and you elected to have your entire account paid out in 60 monthly installments using the fixed method, your payments would be \$1,000 per month. If your account earns a net positive return (in dollars) over the 60 month period, the remaining amount would be paid to you with the 60th installment of \$1,000. However, if your account earns a net negative return (in dollars) over the 60 month period, the eventual number of payments may fall short of the 60 payments you selected.

BENEFIT PAYMENT INFORMATION (continued)

Under the second method, the “declining balance method,” your monthly payment would be determined by dividing your account by the number of monthly payments remaining to be paid. For example, if your account balance was \$60,000 and you elected to have your entire account paid out in 60 monthly installments using the declining balance method, your first payment would again be \$1,000. However, if the value of your account at the end of the first month was then \$59,100 (your account was credited with a net gain (over expenses, if any) of \$100), your second installment would be \$1,001.69 ($\$59,100 \div 59$). You may also elect to change between these two methods at any time.

If you are married, your benefit will be paid in the form of a 50% joint and survivor annuity. You may elect one (or more in certain situations) of the other forms of payment, but only with the written consent of your spouse, witnessed by a notary public. This election must be made in the 180-day period before benefits begin. You can revoke your election and make another election before benefits begin. If you are not married, your distribution will be a life annuity unless you choose another form.

You must apply in writing for your benefit - payment is not automatic - and it is your responsibility to assure that the Trustees have your correct address.

Accounts of \$5,000 or less will be paid only in a lump sum. Unless you elect otherwise, accounts of more than \$1,000, but less than \$5,000 will be distributed as a lump sum in a direct rollover to an individual retirement plan designated by the Administrator.

If you or your beneficiary dies before receiving all installment payments, the remainder is distributed to the next designated beneficiary. Amounts remaining in your Plan account continue to participate in the investment performance of the Fund. If you choose the 50%, 75% or 100% joint and survivor annuity, your designated beneficiary will receive the elected percentage of the benefit you were receiving at the time of your death. For example, a 50% joint and survivor annuity would pay to your beneficiary 50% of the benefit that you were receiving at the time of your death.

Annuities are purchased from John Hancock Retirement Plan Services. The insurance company computes the benefit on the basis of your age, your beneficiary’s age, your benefit option, and mortality and interest rates that are modified from time to time. There will be fees charged to you by John Hancock Retirement Plan Services for the purchase of the annuity.

Example:

At retirement you are age 60 and your spouse is age 57. Your account balance equals \$45,000 and you choose to receive a 50% joint and survivor annuity. Your annuity will be based on the interest and mortality assumption selected by the insurance company. If the rate is 2.5%, your monthly benefit might be approximately \$200 per month, depending on the mortality assumption. When you die, your spouse, if alive, would receive \$100 per month for life.

BENEFIT PAYMENT INFORMATION (continued)

Qualified Domestic Relations Order

If you enter into an agreement to pay an alternate payee a portion of your Annuity Fund benefit and submit a qualified domestic relations order to the Administrator for the Plan, the Trust Fund will pay the specified portion of your benefit to the named alternate payee. A domestic relations order is a court-ordered judgment or decree under state law that requires payment of your pension to a spouse, former spouse, child or other dependent. To qualify, the order must clearly specify, among other things, who is to be paid, the amount to be paid, the number of payments and the plan or plans to which the order applies. The form of benefit provided by the Plan cannot be changed. Once a domestic relations order has been submitted, the Fund Office will follow specific procedures (a copy of the procedures will be provided to you and to the alternate payee named in the order) to determine the qualified status of the domestic relations order and to administer distributions under such qualified order. Please note that reasonable expenses will be charged to the respective Account of the Participant, alternate payee, or beneficiary seeking the determination. You may obtain a free copy of these procedures by contacting the Fund Office.

Applying for Annuity Plan Benefits

Any person entitled to benefits under the Plan must file a written claim on forms provided. Such application shall include all information and evidence deemed necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits.

To receive an application for Annuity Plan benefits, write or call John Hancock Retirement Plan Services or the Fund Offices at:

Participant Service Center 690 Canton Street Westwood, MA 02090 1-800-294-3575 Web address: mylife.jhrps.com	William Mangin, Administrator International Association of Heat and Frost Insulators Local 17 Annuity Fund 18520 Spring Creek Drive, Suite B Tinley Park, IL 60477 Telephone: (708) 468-8000
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Decision on Application

Unless special circumstances exist, you will be informed of the Trustees' decision on your claim within 90 days (45 days if the claim is for a disability benefit) of the date the claim is filed, regardless of whether all the information and evidence necessary to process the claim is received. Within such 90-day period (or 45 days, if applicable), you should receive a notice of the Trustees' decision or a notice that both explains the special circumstances requiring a delay in the decision and sets a date (no later than 180 days after your claim has been received, or 75 days in the case of a disability benefit claim) by which you can expect to receive a decision.

BENEFIT PAYMENT INFORMATION (continued)

If Your Claim is Denied

You may assume that your claim has been denied and may proceed to appeal the denial if you do not receive any notice from the Trustees within the 90-day period (or 45 days, if applicable), or a notice of a delayed decision within such 90-day (45-day) period.

If a claim for benefits is partially or wholly denied, you will receive notice that:

- (i) states the specific reason for the denial;
- (ii) refers to provisions of the Plan documents on which the denial is based;
- (iii) describes and explains the need for any additional material or information that you must supply in order to make your claim valid;
- (iv) explains the Plan's review procedures and time limits applicable to such procedures; and
- (v) states that you have the right to bring a civil action under ERISA following an adverse determination on review.

You may file a written appeal of a denied claim with the Trustees within 90 days after receiving notice that your claim has been denied. You may authorize a representative to act on your behalf for this purpose. Upon filing a timely written appeal, you may submit additional materials (including any comments, statements, or documents) and review all relevant information (free of charge) upon reasonable request to the Trustees. A document is relevant if it was relied upon by the Plan in making the decision, submitted in the application (regardless of whether it was relied upon or not), or demonstrates the compliance with the claims processing requirements.

The Trustees, upon a full and fair review of the appeal, shall consider all comments, documents, records, and other information submitted, regardless of whether such information was submitted or considered in the initial claim determination.

Within 60 days after the submission of the written appeal, the Trustees shall render a determination on the appeal in a written statement. If any special circumstances require a delay in this decision, the Trustees shall notify you within 60 days of the reasons for the delay. A delayed decision will be then be issued within 120 days of the original appeal.

The Trustees must notify you of their decision within 5 days of the ruling. In their written response, they must state the reason(s) for their decision, refer to specific Plan provisions on which the decision is based, notify you of your right to access and copy (free of charge) documents, records and other information relevant to the claim, notify you of the right to bring a civil action under ERISA, and notify you of any additional voluntary appeal procedures offered by the Plan (if any).

The determination rendered by the Trustees shall be binding on all parties. In the event an appeal has been

BENEFIT PAYMENT INFORMATION (continued)

denied, you must bring legal action with respect to a claim under the Plan within 90 days from the date of the decision on appeal.

Travelers

Effective January 1, 2014, a traveler who has no contributions made to the Plan for a period of six months is eligible to make a trustee-to-trustee rollover to another qualified retirement plan if an application for such rollover is approved by the Trustees. A traveler for this purpose is an employee who, for purposes of welfare or pension plan reciprocity, designates a local other than Local 17 as his home local.

Participants Who Cannot Be Located

Effective January 1, 2014, a Participant who has had both no contributions made on his behalf or contact with the Plan for at least 60 months and who cannot be located after the Plan has exhausted reasonable search efforts, will have his account forfeited and applied to reduce the administrative expenses of the Plan. If such a Participant is later located, the value of the account as of the date of the forfeiture will be restored to the credit of the Participant and shall be charged as an administrative expense of the Plan.

PLAN INFORMATION

Participant Exercise of Account Control and Fiduciary Liability

The Annuity Plan is intended to constitute a plan described in Section 404(c) of ERISA and in Section 2550.404c-1 of Title 29 of the Code of Federal Regulations, which means that you are responsible for the investment decisions you make under the Annuity Plan. The Plan fiduciaries may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by you, your agent, or your beneficiary. John Hancock Retirement Plan Services is the “designated 404(c) fiduciary” and in such capacity shall be responsible for providing the information respecting the Annuity Plan’s investment options, which participants and beneficiaries may request under Section 404(c) of ERISA and the regulations thereunder.

Your Rights Under ERISA

As a Participant of the Annuity Plan, you have certain rights and protection under the Employee Retirement Income Security Act of 1974. You can:

- Examine, without charge, at the Fund Office, all Plan documents including insurance contracts, collective bargaining agreements, and copies of documents filed with respect to the Plan with the United States Department of Labor, such as detailed annual reports and Plan descriptions. You will automatically receive summaries of the Plan’s annual financial reports.
- Obtain copies of all Plan documents and other Plan information upon written request to the Administrator. The Administrator may make a reasonable charge for duplicating the documents requested.

ERISA also puts obligations on the persons responsible for the operation of employee benefit plans. These persons are referred to as "fiduciaries" in the law. Fiduciaries have a duty to act prudently and in the interest of Plan members and beneficiaries. No person or organization may terminate you or discriminate against you in any way to prevent you from obtaining a Plan benefit or exercising your rights under ERISA. If your claim for a benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You also have the right to have the Administrator review and reconsider your claim under the claims procedure.

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.

PLAN INFORMATION (continued)

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 Employee Benefits Security Administration.

Plan Identification

The Annuity Fund is identified by the following number, in accordance with rules of the Internal Revenue Service and the Department of Labor:

International Association of Heat and Frost Insulators Local 17 Annuity Plan
EIN: 36-6754873
Plan: 002

Amendment, Merger, Consolidation and Termination

Although the International Association of Heat and Frost Insulators Local 17 and participating employers expect and intend to continue the Annuity Plan indefinitely, the Board of Trustees reserves the right to modify, amend, suspend or terminate all or any part of the Annuity Plan at any time.

Modifications or amendments may be made retroactively if necessary to qualify the Annuity Plan under the requirements of the Internal Revenue Code or ERISA. However, no such action can adversely affect the benefit you have earned up to the time the modification or amendment is made.

If the Annuity Plan should ever be merged or consolidated with another plan, your benefit immediately after the merger or consolidation will not be less than the benefit you had immediately before the merger or consolidation.