

Supplemental Income 401(k) Plan
A PLAN FOR UNION MEMBERS

SUMMARY

PLAN

DESCRIPTION

PAGE Table of Contents

3 Introduction

4 Who to Contact with questions

5 Eligibility and Participation

1. How do I become eligible?
2. What do I need to do to participate in the Plan?
3. How do I access my account?

6 Contributions to the Plan

1. How are contributions made to my account?
2. How much may I elect to contribute to the Plan?
3. Are Elective Contributions subject to a limit?
4. May I suspend Elective Contributions to the Plan?
5. May I rollover money from another retirement plan into the Plan?
6. What is a "Trustee-to-Trustee" transfer?
7. How much does my Employer contribute to the Plan on my behalf?

7 Plan Investment Alternatives

1. How is my account invested?
2. Who picks the Plan's investment alternatives?
3. What are the Plan's investment alternatives?
4. What is a Fixed Income Fund?
5. What is a Stock Fund?
6. What does "large, mid or small cap" mean?
7. What is the difference between a "growth" and a "value" fund?
8. What is an Asset Allocation Fund?
9. How do I learn more about these investment alternatives?
10. Can I invest in more than one fund and, if so, how do I decide where to invest?
11. How do I make my allocation between funds?
12. What if I fail to select any funds?
13. If I am defaulted and want to change my allocations, how do I make the change?
14. How often can I change my allocation between funds?
15. Will I be charged any fee for changing my allocation?
16. Does investment in any of these funds give me voting rights concerning how the fund is managed or invested?
17. Can my account lose money?
18. Am I taxed on my investment gains or can I get a tax break for my losses?
19. What are the Trustees' responsibilities with regard to my investments?
20. Once I invest in a fund, can that fund be dropped from the Plan?
21. What will happen to my Account allocation if the Plan drops a fund?

11 What does the Plan cost?

1. Does the Plan charge any fees?
2. How can I keep track of the fees assessed to my account?
3. What is the difference between the "Recordkeeping" and "Trust Fund Management" fees?
4. What are Investment Management and Operating Expense Fees?

12 Loans from your Plan Account

1. Can I borrow money from my Account?
2. What are the loan eligibility requirements?
3. Can I take out more than one loan at a time?
4. Do I need spousal consent to take out a loan?
5. How much can I borrow from my Account?
6. How long do I have to repay my loan?
7. How do I repay my loan?
8. Do I need collateral for my loan?
9. Do I have to pay interest on my loan?
10. What are the loan fees?
11. What happens if I do not repay my loan?

Notice

The plan provisions described in this Summary Plan Description are subject to approval by the Internal Revenue Service (IRS). If the IRS requires material changes in any of the provisions of the Plan which affect this Summary Plan Description, you will be notified of the changes. This document is a summary of the Plan and, as such, is not intended as a substitute for or to be as comprehensive as the full Plan document. If there is a conflict between the Plan document and this document, the Plan document controls.

13 Distributions from your Account

1. When may I make Withdrawals from my Account?
2. Do I need spousal consent to make a withdrawal?
3. May I receive my benefit while I am still working?
4. What happens if I terminate my employment before I retire?
5. May I receive my benefit if I terminate my employment?
6. May I receive my benefit if I become disabled?
7. When can I retire?
8. What happens if I die before I receive my benefit?
9. May I withdraw from my account in the event of a hardship?
10. What are the tax consequences of an early withdrawal?
11. Is my benefit treated differently if my Account has a balance of \$ 5,000 or less?

16 How your Benefit is Paid

1. When will payment of my benefit start?
2. How is my benefit going to be paid?

17 How to Make a Claim for Benefits and Appeal a Claim that has been Denied

1. How do I make a claim for my benefit?
2. What happens if my claim is denied?
3. What are the Plan's claim review procedures?

18 Other Questions Concerning Benefits

1. How could my Account balance be reduced?
2. Can my Account be assigned to my creditors?
3. What is a QDRO?
4. What taxes apply to Contributions and Distributions?
5. Am I entitled to a tax credit for my contributions to the Plan?
6. What happens to my Account if I am deemed ineligible after I have already participated in the Plan?
7. Is my Account or my benefit under the Plan insured by the Pension Benefit Guaranty Corporation (PBGC) or any other form of insurance?

20 Plan Identification

22 Your Rights Under the Plan

What are my rights under the Plan?

23 Important Plan Terms – Definitions

Introduction

Under the Employee Retirement Income Security Act of 1974 (known as ERISA), any person who has accrued rights or obligations under a retirement benefit plan is entitled to a copy of the plan's Summary Plan Description. This Summary Plan Description is designed to give you an understanding of the basic provisions of the Supplemental Income 401(k) Plan and provide a description of the kinds of benefit, if any, you may receive. Any benefit you may receive from the Plan is in addition to any Social Security benefit to which you may be entitled.

To be eligible for participation under this Plan, you must be covered under a written Collective Bargaining Agreement between your Employer and Union that has been accepted for participation by the Supplemental Income Trust Fund. The Plan Representative represents the Trustees in the administration of the Plan, and in providing information relating to eligibility and benefits. No Union employee, including Union Officers and Business Agents, no Employer representative and no representative of any other organization except the Plan Representative is authorized to provide any information, interpret the Plan or make commitments on behalf of the Trustees in any manner.

Non-collectively bargained employees (other than employees of participating local unions), self-employed individuals and unincorporated owners or partners are not eligible for participation in this Plan.

This Summary Plan Description is intended to accurately describe the basic features of the Plan in easy-to-understand terms. Please note, however, that if any statements made in this Summary Plan Description conflict with the provisions of the Plan, Subscriber Agreement or Trust Agreement, which legally govern the Plan, such conflict will be resolved in favor of these documents rather than the Summary Plan Description.

You may obtain copies of the particular Plan Documents free-of-charge by contacting the Plan Representative at the address on page 21.

This document does not serve as a guarantee of continued employment. In addition, the Trustees reserve the right to change the Plan by action at a regularly constituted Trustee meeting held in accordance with the Trustees' established process. You will be notified if any material changes are made to the Plan or if the Plan is terminated. The Board of Trustees has the authority and discretion to determine all questions of interpretation and construction of this Plan. This authority shall include, but shall not be limited to, the authority to construe and interpret the Plan, to decide all questions of eligibility, and to determine the amount, manner and time of payment of any benefits hereunder. Any discretionary acts to be taken under the Plan by the Trustees or any person to whom authority shall have been delegated by the Trustees shall be uniform in their nature and applicable to all persons similarly situated, and no discretionary act will be taken which will result in discrimination under the applicable provisions of federal law or regulations.

Who to Contact with Questions:

Plan Representative (Mon Roc Administrators) – 1-800-477-3829

Provides information to permit Participants to make informed investment decisions about their contributions and explain the investment options available. Answer Participant questions regarding investment options, fund performance and Plan eligibility.

Plan Recordkeeper (John Hancock Retirement Plan Services) – 1-800-560-3243

Processes contribution payments and maintain all Participant account records. Provides Participants with the appropriate forms to process loans, distributions, hardship withdrawals, etc.

Plan Account Service Center – 1-800-560-3243

Provides quick and convenient access to Participant accounts. You can choose to use the Automated Voice Response System that is available 24 hours a day, 7 days a week or speak with a Customer Service Representative available weekdays between 8 a.m. and 6 p.m. ET. Either option allows you to: get account balance information, get loan information, change investment elections for future contributions, reallocate existing account balances or request an account statement.

Plan Website – www.sip.jhrps.com

Quick access to Plan information and forms (other than distribution forms) and links to information about fund performance and investment options. You can change your investment election and allocation at any time by visiting the Plan website. Other information about your account, including balance, distribution history, loan information and more is also accessible through the website.

Additional contact information can be found at the end of this Summary Plan Description, beginning at page 20.

Eligibility and Participation

1. How do I become eligible?

You are eligible to participate in the Plan if you are an Employee who has satisfied the qualifying period contained in the Subscriber Agreement for your bargaining unit. The initial eligibility period may range from the first hour of service to one year.*

* Note: (if the Subscriber Agreement requires a year of service to become eligible to participate in the Plan, the year of service will be satisfied when you have performed 1,000 hours of service for any Employer during a 12-consecutive-month period.

If you have worked for one or more Employers during the year and believe that you have worked at least 1,000 hours of service during the year, contact the Plan Representative or your Employer's human resources department concerning your eligibility to participate.

TO FIND OUT WHICH ELIGIBILITY RULE APPLIES TO YOUR BARGAINING UNIT, CALL THE PLAN REPRESENTATIVES (see page 4).

If you have already worked for your Employer for the full eligibility period required by the Subscriber Agreement on the date your Employer begins to participate in the Plan, you will become eligible to participate immediately. You will be credited for purposes of meeting any eligibility period contained in your Collective Bargaining Agreement for periods of military or other uniformed service under the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") based on the average number of hours worked in a week during the 12 months preceding the military leave (but not less than 25 hours per week) provided that you return to work within the USERRA time limits.

2. What do I need to do to participate in the Plan?

At the time you first become eligible, you will be asked to complete an enrollment form and will be given the opportunity to defer a portion of your salary to the Plan. If you choose not to begin making Elective Contributions when you first become eligible, you may elect to do so at the beginning of any future Plan Quarter, provided on such date you are still an Employee and you comply with the enrollment procedures. If your Collective Bargaining Agreement or Subscriber Agreement provides for an Employer Contribution (other than a Matching Contribution), you become a Plan participant from the date of your Employer's first contribution on your behalf.

Your Employer's Subscriber Agreement may instead call for automatic Elective Contributions to be deferred from your salary at a specified rate, in which case, you will receive a notice explaining the automatic contribution arrangement and how you may change the rate of Elective Contributions.

3. How do I access my account?

Aside from receiving quarterly account statements at your address, you can access your account by phone or on the internet through the following options:

- Plan Account Service Center – 1-800- 560-3243
The Plan Account Service Center is ready to serve you 24 hours a day. You can choose to use the Plan's automated system or speak to a Customer Service Representative (available Monday through Friday, 8 a.m. to 6 p.m. EST). The service center can help you check account balances, make exchanges, change investment elections and answer other account questions. To access the automated system you will be prompted to enter your Personal Identification Number (PIN).
- Plan Website: www.sip.jhrps.com
The Plan website allows you to access your account information, view, download or print your quarterly account statements, make exchanges and change your investment allocations via the Plan website.

Contributions to the Plan

1. How are contributions made to my Account?

Depending on your Collective Bargaining Agreement and individual election, your Account consists of Elective Contributions and Employer Contributions. Your Account may also include Rollover Contributions and Trustee-to-Trustee Contributions you accrued in another plan. Even though your Account is 100% vested at all times, different restrictions apply to each kind of contribution, as explained below.

2. How much may I elect to contribute to the Plan?

At the time you first completed the Enrollment Form, you were asked to choose the amount of your Elective Contribution (unless your Employer is signed up for an automatic contribution arrangement, in which case your initial Elective Contribution is at a predetermined rate until you elect a different rate). While the amount of your Elective Contributions to the Plan is always up to you, the way in which these contributions are made (by a flat monthly amount, at a rate tied to your hourly rate of pay or as a percentage of total Compensation) is determined by your Employer and Union through the Subscriber Agreement. You may change the amount of your Elective Contributions as soon as is administratively feasible with your Employer's payroll department, but no less frequently than quarterly.

3. Are Elective Contributions subject to a limit?

Yes. Elective Contributions are subject to a calendar year limit which is determined annually by the Internal Revenue Service. If you want to know what the limit is for any given year, contact the Plan Representatives. The IRS limitation on Elective Contributions for calendar year 2017 is \$18,000. If you are age 50 or over, you may make additional catch-up contributions of up to \$6,000 in 2017. The combination of your Elective Contributions and Employer Contributions (if any) cannot exceed the lesser of \$54,000 or 100% of compensation in 2017. In addition, if you are a Highly Compensated Employee, you may be subject to additional limits on your Elective Contributions based on the participation of other Employees in your bargaining unit. The Plan does not receive monthly payroll information from employers, so it cannot monitor whether your contributions exceed the annual limits on contributions based on your wages.

THEREFORE, IT IS YOUR RESPONSIBILITY TO MONITOR THE ELECTIVE CONTRIBUTION LIMIT AND INFORM YOUR EMPLOYER IF YOU THINK YOUR ELECTIVE CONTRIBUTIONS MAY EXCEED THE ANNUAL LIMITS. FAILURE TO DO SO MAY RESULT IN TAX PENALTIES AND/OR THE REFUND OF EXCESS ELECTIVE CONTRIBUTIONS.

4. May I suspend Elective Contributions to the Plan?

Yes, you may suspend your Elective Contributions by giving at least thirty (30) days prior written notice to your Employer. You may resume Elective Contributions on the first day of any month next following at least ninety (90) days after the date of suspension.

5. May I roll over money from another retirement plan into the Plan?

Yes. If you receive a lump sum distribution from another qualified retirement plan, you may elect to roll over that distribution into this Plan. These contributions are called Rollover Contributions. You may take a withdrawal of your Rollover Contributions at any time.

6. What is a "Trustee-to-Trustee Transfer"?

A Trustee-to-Trustee Transfer occurs when your account in another qualified defined contribution plan is transferred by the trustees of that plan to the Trustees of this Plan. Generally, this occurs following a merger or termination of your Employer's plan. Note that certain distribution rules applicable to the other (transferor) plan will continue to apply to the assets transferred to this Plan.

7. How much does my Employer contribute to the Plan on my behalf?

Employer Contributions will be made on your behalf if your Employer and Union have elected to provide Employer Contributions under the Subscriber Agreement. Your Employer may also be required to make Matching Contributions on your behalf. You should contact the Plan Representative if you are not sure whether or not your Employer is making Employer Contributions or Matching Contributions, or the amount of such contributions.

Plan Investment Alternatives

1. How is my Account invested?

You choose how to allocate your Account among the Plan's investment alternatives. You can change your allocations at any time by accessing your Account through the Plan Account Service Center (1-800-560-3243) or the Plan website at www.sip.jhrps.com. However, if you do not complete a Plan Enrollment Form and do not make an investment allocation, your Account will be invested in the Default Investment Allocation discussed in Question # 12, shown on page 9 of this booklet. A description of these investments follows in this Section. You can change your allocation at any time.

2. Who chooses the Plan's investment alternatives?

The Plan's Board of Trustees selects the Plan investment alternatives in consultation with the Plan's investment consultant. The Trustees have selected a range of equity and fixed income investment options. You select the investment option(s) you wish to invest in and how much of your Account is to be allocated to each option. The investment fees vary among the investment options. A description of these investment options and fees are contained in the Plan enrollment kit and you can obtain a fund prospectus for any of the investment options from the Plan Representatives. The prospectus contains more complete information, including fees and expenses which affect your Account balance. You should read each prospectus carefully as you decide how to allocate your investments. These investment options have been selected to provide you with a wide range of investment choices with varying degrees of risk and return.

3. What are the Plan's investment alternatives?

The Plan offers a diverse range of stock and fixed income funds, and a platform of asset allocation funds, for you to choose from. You can always find a current lineup of investment alternatives on the Plan website. At the time of the printing of this booklet the Plan's investment alternatives are:

Fixed Income Funds:

| | |
|--|--|
| Loomis Sayles Bond Fund | multi-sector (corporate and government) bonds |
| MainStay Total Return Bond Fund | multi-sector (corporate and government) bonds |
| Supplemental Income Plan Stable Value Option | stable value (guaranteed investment contracts) |

Stock Funds:

| | |
|---|--|
| Invesco Small Cap Growth Fund | small cap growth stocks |
| American Funds Washington Mutual Investors Fund | large cap value stocks |
| Columbia Small Cap Value Fund | a blend of small and moderate cap stocks |

| | |
|--|--|
| BlackRock Health Sciences Opportunity Fund | generally health industry stocks |
| Columbia Mid Cap Index Fund | mid cap value stocks |
| BlackRock S&P 500 Index Fund | indexed large cap equity fund |
| AllianzGI Technology Fund | generally technology industry stocks |
| American Funds EuroPacific Growth Fund | mainly foreign (non-US) stocks |
| Invesco Equity and Income Fund | stocks (primarily large cap) and bonds |

Asset Allocation Funds:

| | |
|--|-------------------------------------|
| JPMorgan SmartRetirement Income | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2015 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2020 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2025 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2030 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2035 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2040 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2045 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2050 Fund (A) | stock, bond, and money market funds |
| JPMorgan SmartRetirement 2055 Fund (A) | stock, bond, and money market funds |

4. What is a Fixed Income Fund?

A fund composed primarily of investments that provide a return in the form of fixed periodic payments and eventual return of principle at maturity. For example, a bond is a fixed income investment.

5. What is a Stock Fund?

A stock (or “Equity”) fund invests primarily in a type of security that signifies ownership in a corporation and represents a claim on part of the corporation’s assets and earnings.

6. What does “large, mid or small cap” mean?

“Large cap” describes a fund invested in large corporations that have considerable revenues and a large amount of common stock outstanding. “Mid cap” is generally understood to describe companies with capitalization of less than \$5 billion and more than \$2 billion (in other words, companies smaller than those contained in the S&P 500). “Small cap” describes relatively small companies that have little equity and a small number of shares of common stock outstanding.

7. What is the difference between a “growth” and a “value” fund?

A “growth fund” is generally a fund in which capital appreciation is the primary goal so it invests in companies that reinvest their earnings into expansion, acquisitions, and/or research and development. A “value fund” is generally a fund that invests in companies which the fund managers consider under priced. Assuming that a company’s share price will not remain undervalued indefinitely, a value fund succeeds by buying shares before the expected upturn. Value funds tend to focus on safety rather than growth and often choose investments providing dividends as well as capital appreciation. They invest in companies that have low price/earnings (“P/E”) ratios and stocks that have fallen out of favor with mainstream investors, either due to changing investor preferences, a poor quarterly earnings report, or hard times in a particular industry.

8. What is an Asset Allocation Fund?

An Asset Allocation Fund (or Target Date Fund) invests in a variety of assets (e.g., stocks, bonds and cash equivalents) and periodically resets the asset mix in its portfolio according to a selected target date. For example, a 2040 Fund will invest more aggressively initially, but will move assets to more conservative investments as the target date approaches.

9. How do I learn more about these investment alternatives?

By visiting the Plan website or calling the Plan Representatives at 1-800- 477-3829 to obtain the fund prospectus or the Plan enrollment kit. The Plan enrollment kit describes each of the funds, and with respect to each fund, contains a general description of the investment objectives and risk and return characteristics of each fund, including information relating to the type and diversification of assets comprising each fund.

10. Can I invest in more than one fund and, if so, how do I decide where to invest?

You can allocate your Account to one fund, all of the funds, or any combination. Your allocation should be based on your “risk tolerance” – in other words, how willing you are to risk investment losses in funds that may offer higher returns – and how close you are to retirement. You can decide what type of mix of funds is right for you by reviewing the Plan’s enrollment materials.

11. How do I make my allocation between funds?

By filling out the Enrollment Form available by visiting the Plan website (www.sip.jhrps.com) or by calling the Plan Account Service Center at 1-800-560-3243. Because the amount in your Account changes over time, your allocation must be made on a percentage basis (for example, 25% to the SIP Stable Value Option, 35% to the BlackRock S&P 500 Index Fund and 40% to the Columbia Mid Cap Index Fund) rather than in dollar amounts. Your investment elections will be implemented as soon as administratively possible (generally, within 1 day) and will remain in effect until you make another election.

12. What if I fail to select any funds?

Your Account is automatically invested (“defaulted”) into the JPMorgan SmartRetirement Fund that corresponds most closely to your 62th birthday. The Board of Trustees reserve the right, in their sole discretion, to change the default investment alternative in the future.

13. If I am defaulted and want to change my allocations, how do I make the change?

Through the Plan website (www.sip.jhrps.com) or by calling the Plan Account Service Center at 1-800-560- 3243.

14. How often can I change my allocations between funds?

As often as you want. However, the individual funds and the Plan reserve the right to stop a Plan participant from changes that the individual fund or the Plan concludes is clearly “market timing.” You may change your investment option(s) for your future contributions and/or transfer existing funds between options 24 hours a day, 7 days a week by calling 1-800-560-3243 or by visiting the Plan website at www.sip.jhrps.com. If you want any additional information concerning the investment options or fees, please contact the Plan Representatives at 1-800-477-3829.

15. Will I be charged any fees for changing my allocation?

No. The Plan will not deduct transaction costs from your Account when you change your investment allocation. Periodic administrative fees will be deducted from your Account, as explained on page 11 of this booklet, but these are not assessed on a per-transaction basis. However, mutual funds may impose restrictions and/or assess charges if you exercise multiple transactions within a certain period. This is explained in the Fund’s prospectus.

16. Does investment in any of these funds give me voting rights concerning how the fund is managed or invested?

No. Proxy votes will be made by the Board of Trustees or their designated representative. Tender rights are not passed on to Participants.

17. Can my Account lose money?

Yes. Your Account will reflect the results of your investment choices, whether those choices result in losses or gains.

18. Am I taxed on my investment gains or can I get a tax break for my losses?

No. As a tax exempt Plan, your investment gains and losses are irrelevant to your income taxes until you receive your Plan benefits. At that time, you will need to report your benefit distributions as taxable income.

19. What are the Trustees' responsibilities with regard to my investments?

The Trustees are responsible for choosing the platform of investment alternatives available to you to choose from. The Plan is intended to conform to ERISA Section 404(c), which establishes standards for plans in which Plan participants decide how to invest their Account. The U.S. Department of Labor (DOL) has issued regulations under ERISA Section 404(c) that are designed to ensure that you have the opportunity to (1) exercise informed control over the investment of the assets in your accounts, and (2) choose from a broad range of investment fund alternatives. The fiduciaries (here the Board of Trustees) of a plan that conforms to the requirements of ERISA Section 404(c) are not liable for any losses which are the direct and necessary result of a plan participant or beneficiary's investment instructions.

The Trustees are responsible to ensure that the investment options offered to Participants provide a range of alternatives with return and risk characteristics appropriate for Plan Participants and to provide information, in addition to the information required under the mandatory disclosure requirements, upon request from a Participant. The Trustees may decline to implement Participant investment instructions which would result in a prohibited transaction under ERISA Section 406 and/or which would generate income that would be taxable to the Plan as well as any instruction that could result in a loss in excess of a Participant's account balance. While ERISA obligates the Trustees to provide information concerning the investment options, they have no obligation to provide investment advice to Participants and are not liable for any losses which are the direct and necessary result of investment instructions given by Participants. All contributions are invested based on Participant instructions as soon as administratively possible. However, if contributions are received without clear investment instructions (for example, when a Participant has not filed a properly completed enrollment form with the Plan Representative), the entire contribution will be allocated to the default investment allocation described on page 9. Once you have enrolled, you can allocate contributions among the investment alternatives selected by calling the Plan Account Service Center at 1-800-560-3243 to access your Account or by visiting the Plan's website, www.sip.jhrps.com.

20. Once I invest in a fund, can that fund be dropped from the Plan?

Yes. The Board of Trustees may conclude that the fund has not performed as expected and replace it with a similar fund or, alternatively, conclude that Plan participation in the fund or changes in the economy make that type of fund no longer suitable for the Plan.

21. What will happen to my Account allocation if the Plan drops a fund?

If the Board of Trustees decides to drop or replace a fund from the list of Plan investment options, you will be notified (usually in advance, but always as soon as feasible) and any portion of your Account which has been allocated to the fund being dropped or replaced will be transferred automatically to the fund selected by the Board of Trustees as the replacement. Of course, once you receive notice that a fund will be dropped, you can reallocate your Account before (or after) any change.

What does the Plan cost?

1. Does the Plan charge any fees?

There are three fees: (1) an annual recordkeeping fee assessed to each participant on a quarterly basis of \$2.50 per quarter; (2) a quarterly Trust Fund management fee (which, under many collective bargaining agreements, is paid by your employer – if your employer is not obligated to pay the fee it is deducted quarterly from your Account); and (3) the investment management fees and operating expense fees attributable to each of the investment options you have selected.

Annual Recordkeeping Fee

\$10.00 per participant/per year, assessed by deducting \$2.50 from each Account on or about the last day of each quarter

Quarterly Trust Fund Management Fee

\$4.50 per active participant employer account and \$8.50 per inactive participant account, assessed quarterly (by deduction from your Account on or about the last day of each quarter, unless your Employer has agreed to pay this fee).

Investment Management and Operating Expense Fees (also described as “Annual Fund Operating Expenses”)

“Investment Management and Operating Expense Fees” are subject to additional disclosures provided annually.

*For purposes of the Quarterly Trust Fund Management Fee, you will be assessed the specified quarterly fee for *each* employer account you maintain. The Plan “maintains” separate employer accounts for you if you work for two or more different employers (who contribute to the Plan on your behalf or defer wages pursuant to your authorization) at the same time. Therefore, if you are employed by two different employers while participating in the Plan, you will have two employer accounts, each assessed a quarterly fee. Your Account will be considered “inactive” if no contributions have been made to the Account for 24 months.

2. How can I keep track of the fees assessed to my Account?

Each quarter the Plan will mail to your home address on file with the Plan a quarterly statement concerning your Plan Account. These statements will show the balance of your investments as of the end of the quarter, Employer Contributions (if any) and Elective Contributions received in your Account during the quarter, and investment gains and/or losses for the quarter. The statements will also show any fees assessed to your Account during the quarter. Your quarterly statements reflect the balance of your Account, net of all costs. If you have any questions about your statement, call the Plan Representatives.

3. What is the difference between the “Recordkeeping” and “Trust Fund Management” fees?

The Annual Recordkeeping Fee is paid to John Hancock Retirement Plan Services to maintain the system which tracks each Plan participant’s contributions, investment allocations and other aspects of Plan participation. The Quarterly Trust Fund Management Fee pays the costs of the running the Trust Fund including the enrollment of employers, direct communication with new and existing bargaining units, and enrollment of new participants, as well as audit, consulting and legal services.

4. What are Investment Management and Operating Expense Fees?

Investment Management and Operating Expense Fees are indirect charges against your Account assessed by the investment managers for each of the investment options you elect. These charges are not deducted directly from your Account, but are reflected in the net return on your investment. The actual amount of these charges depends on the investment options you select.

Fees are of course only one of many considerations as you elect your investment allocation. You will receive information about the investment options that will permit you to compare each investment option’s returns and fee and expense information. You can obtain more detailed information by reviewing an investment fund’s prospectus, available from the Plan Representative or the Plan website: www.sip.jhrps.com.

Loans From Your Plan Account

1. Can I borrow money from my Account?

If you meet the eligibility requirements explained below, you may borrow money from your Account. You will be required to pay back the loan, plus interest, by after-tax deductions from your paycheck; however, all loan repayments and interest are credited to your Account.

2. What are the loan eligibility requirements?

You must have participated in the Plan for at least 12 months, unless you roll over monies from another qualified plan into this Plan and the rollover meets the Plan's minimum amount for loans (as noted below). You must also be employed and on the regular payroll of an Employer at the time of the loan and cannot have defaulted on any prior loan from the Plan within the prior 5 years.

3. Can I take out more than one loan at a time?

You may not take out more than two loans at any time.

4. Do I need spousal consent to take out a loan?

If you are married, your spouse must consent to the loan within the 90-day period ending on the date the loan is to be secured. Spousal consent to the loan must be witnessed by a Plan Representative or a Notary Public.

5. How much can I borrow from my Account?

The minimum amount which you may borrow is \$1,000; the maximum loan amount is the lesser of 50% of your Account balance or \$50,000 (reduced by any outstanding loans you have from this Plan or any other plans of your employer). Therefore, to qualify for a loan you must have a minimum of \$2,000 in your Account.

6. How long do I have to repay my loan?

Your loan must be repaid within a period of sixty (60) months or less, unless the loan is used to purchase your principal residence. Loans used to purchase your principal residence may be repaid in equal payments over a period not to exceed fifteen (15) years. There will be no extension and/or change in the amortization terms of a loan once it is approved and paid. However, you may repay the entire remaining principal balance due on the loan at any time before the maturity date without penalty. The loan repayment (withholding) will begin the first pay period of the month which is no later than sixty (60) days after the day the loan is funded.

7. How do I repay my loan?

Loan repayments must be made by salary deduction by your Employer. If you are no longer employed with a covered employer, you must continue to remit your loan payments by personal check payable to the Supplemental Income 401(k) Plan, and sent to the following address:

Supplemental Income 401(k) Plan
P.O. Box 8338
Boston, MA 02266-8338

Please be sure to reference only the last 4 digits of your Social Security number in the memo section of the checks.

Loan repayments including interest will be allocated to your Account pursuant to your existing fund investment direction at the time of repayment.

8. Do I need collateral for my loan?

Loans are secured by your Account balance. No additional security or collateral is required or allowed.

9. Do I have to pay interest on my loan?

All loans except those obtained for the purchase of a principal residence will bear a rate of interest equivalent to the “prime rate” at the time the loan is issued, plus 2%. The interest rate for loans used for the purchase of a principal residence will be the prime rate at the time the loan is issued. All interest is credited to your Account.

10. What are the loan fees?

An initial loan processing fee of \$75 is charged against your Account. Loans will be charged a quarterly administration fee of \$7.50, assessed from your Account. The above fees are subject to change as determined by the Board of Trustees.

11. What happens if I do not repay my loan?

A loan is in default shall whenever a payment is delinquent for more than forty-five (45) days. You can cure a default if any and all delinquent payments are made no later than the last day of the calendar quarter following the calendar quarter in which the earliest missed payment was due. A default is deemed a taxable distribution for federal income tax purposes, and the Internal Revenue Service will be notified of such distribution. You cannot take another Plan loan for 5 years following a default.

Your loan will be in default if any of the following occurs:

1. You fail to pay one loan payment by the end of the grace period described above.
2. You die before the loan is paid in full.
3. You take a full distribution of your Account.

If your loan is determined to be in default, you will be notified by the Plan Administrator at your last known address on record with the Trust that the balance of the loan will be deemed a distribution.

Distributions from your Account

1. When may I make Withdrawals from my Account?

You may make withdrawals from your Account under any of the following circumstances:

- a) While you are employed provided you have attained age 59 ½. However, if you have funds transferred through a “trustee to trustee transfer,” you may not be able to access the portion of those funds attributable to plans that are not 401(k) plans prior to your retirement or attaining age 62.
- b) Upon termination of your employment
- c) If you become disabled.
- d) Upon your retirement.
- e) To your beneficiary, if you die.
- f) For an immediate financial hardship, as explained below, regardless of your age.

2. Do I need spousal consent to make a withdrawal?

If you are married, your spouse must consent in writing to all distributions, including hardship distributions. The spousal consent requirements may be waived if you can demonstrate to the satisfaction of the Trustees that there is no spouse or your spouse cannot be located.

3. May I receive my benefit while I am still working?

You may make withdrawals from your Account while you are employed after you have attained age 59 ½. However, until you reach age 62 you may be subject to the conditions noted in Question #1, above. You may elect to receive your entire benefit after your normal retirement date (your 62nd birthday), even if you are still working. If you continue working after receiving a benefit, you may continue to make Elective Contributions and receive Employer Contributions.

4. What happens if I terminate my employment before I retire?

If you terminate employment, you will be entitled to the full value of your Account. You are immediately vested in all Elective and Employer Contributions to the Plan made on your behalf and you are not subject to forfeiture or Plan penalty if you terminate employment before you retire. Upon termination you do not have to take a distribution and can leave your Account in the Plan if the balance of your Account is at least \$5,000. Your Account will continue to share in the gains and/or losses of your selected investment option(s). Alternatively, if you go to work for an employer who does not participate in the Plan, you may be able to roll over your Account to your new plan.

5. May I receive my benefit if I terminate my employment?

Although your termination benefit will normally be paid at your normal retirement date under a form described in Question #2 under the section entitled "How Your Benefit is Paid" on page 16, you may be entitled to an earlier distribution date as described below.

You may elect to receive your termination benefit as of any Valuation Date following your date of termination, or the date you elect to commence payments and which is prior to your normal retirement date, provided all information necessary to make payment is received. If you are married, your spouse must consent, in writing, to any lump-sum cash payment in excess of \$5,000. If you take a distribution prior to age 59 1/2, you may be subject to a 10% federal income tax penalty.

6. May I receive my benefit if I become disabled?

Yes. If your termination is due to disability, you will be entitled to receive the full value of your Account. To be considered disabled, your disability must render you unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or be of long-continued and indefinite duration.

The Trust will require you to provide evidence establishing your entitlement to disability benefits under the terms of the Plan before disability benefits will be paid. Disability benefits are paid out in the same manner and form as termination benefits.

7. When can I retire?

You may elect an early retirement date after you have attained your 55th birthday, provided you have terminated your employment. Your normal retirement date is your 62nd birthday. If you continue to work in covered employment after your 62nd birthday, you may retire at any time and contributions may continue until your actual retirement date.

8. What happens if I die before I receive my benefit?

If you die before the date your benefit payments are scheduled to begin, your Designated Beneficiary will be entitled to a death benefit equal to the full value of your Account, payable under any form of payment available under the Plan (see the "Benefit Forms" section), as elected by your Designated Beneficiary. If your Designated Beneficiary is your spouse, he/she may elect to defer payments until December 31 of the calendar year in which you would have attained age 70 1/2 had you survived or, if you die after reaching age 70 1/2, the December 31 of the calendar year which follows the calendar year in which your death occurred.

Your “spouse” is the spouse to whom you are legally married at the time of your death. However, your former spouse may be treated as your spouse for purposes of the death benefit if he/she retained that status under the terms of a Qualified Domestic Relations Order (“QDRO”). A QDRO is a court order or judgment which recognizes the existence of an “alternate payee” (spouse, former spouse or dependent) who may be entitled to the death benefit under the Plan. Participants and beneficiaries may obtain a copy of the Plan’s QDRO procedures free-of-charge by calling or writing the Plan Representative shown on page 20.

The death benefit will be paid to your spouse in the form of a life annuity unless (a) you have designated another Beneficiary with your spouse’s consent, or (b) your spouse elects another form of payment within the time specified in the Plan. If you divorce your spouse, your pre-divorce designation of your spouse will automatically be revoked, unless a QDRO prevents such revocation. Note that if you were not married for at least one year prior to the time of your death, your death benefit will be paid as though you were unmarried, as explained below.

If you have not named a Designated Beneficiary and you are single, the death benefit will be paid to the individual designated in your will as the devisee of your Plan benefit. If you do not have a will, or the will does not name a specific devisee (which cannot be your estate or an organization), the death benefit will be paid in a lump-sum cash payment to your children, if any are living; or then to your parents, if either is living; or then to your brother(s) and sister(s), if any are living; or then to your heirs. This payment shall ordinarily be made within sixty (60) days after the Trustees receive notice of your death.

Examples:

- a) If you had designated your parents as beneficiaries at a time when you were not married, you are required to obtain your spouse’s consent if you want to continue this designation after you get married; otherwise, your spouse automatically becomes your Designated Beneficiary.
- b) If your Designated Beneficiary is your spouse and you subsequently get a divorce, your designation of your spouse is automatically revoked unless a QDRO assigns benefits to your former spouse. If there is no QDRO in force and you get married again, your new spouse automatically becomes your Designated Beneficiary. You must notify the Plan Administrator to change your beneficiary designation to name someone else, with your new spouse’s consent. Any QDRO that assigns Plan benefits to a former spouse (or other dependents) will not be honored unless provided to the Plan Representative at the address listed on page 21 and approved by the Plan.

If you die after your benefit payments have begun, any remaining payments will be made to your spouse or other Designated Beneficiary in accordance with the form of payment you have elected. If there is no spouse or other Designated Beneficiary, any remaining payments will be made to your children, if any are living; or then to your parents, if either is living; or then to your brother(s) and sister(s), if any are living; or then to your heirs.

9. May I withdraw from my Account in the event of a hardship?

Subject to certain limits set by the Plan, hardship withdrawals will be considered for certain medical expenses, to pay the costs related to burial and funeral expenses for your parent, spouse or dependents, the purchase of a principal residence, expenses for repair of a principal residence that qualify for a casualty deduction under section 165 of the Internal Revenue Code, the payment of tuition and related educational fees for the next 12 months of post-secondary education and payments to prevent your eviction from your principal residence. Hardship withdrawals may be made once in a 12-month period and will be paid as soon as practical following receipt of all information necessary to make payment.

You will be suspended from making Elective Contributions to this Plan for six (6) months following the hardship withdrawal. The withdrawal may not exceed the lesser of the value of your Elective Contributions or the amount necessary to meet the need but may include amounts necessary to pay federal, state or local income taxes and penalties resulting from the withdrawal. The withdrawal may be subject to both the additional 10% federal tax penalty described in Question #10 below, and ordinary income tax. The Trustees may impose an administrative fee to process your hardship withdrawal application. Hardship withdrawals may be made only if you established to the satisfaction of the Trust Fund that you have no other resources available to meet the financial need, including loans from this Plan or any other plan(s) maintained by your Employer. Because hardship withdrawals are limited by law to your Elective Contributions, you are ineligible for a hardship withdrawal if the only contributions made to the Plan on your behalf were made by your employer.

10. What are the tax consequences of an early withdrawal?

Prior to your attainment of age 59 1/2, a 10% federal tax penalty will be assessed on that portion of any withdrawal which is includable in your gross income unless the withdrawal is made on account of your death, disability, termination of employment after age 55 or medical expenses (to the extent they are deductible for federal income tax purposes). Some states impose a similar tax penalty. Please consult your tax adviser if you need more information concerning the tax consequences of such withdrawals.

11. Is my benefit treated differently if my Account has a balance of \$5,000 or less?

Yes, if you terminate covered employment, no contributions are subsequently made on your behalf for at least two years, and your Account does not exceed (and has not at the time of an earlier distribution exceeded) \$5,000, your benefit will be cashed out as follows:

- If your benefit is less than \$5,000 but more than \$1,000, you may choose whether to receive a lump sum or have the benefit rolled over into an IRA chosen by the Trustees. If you do not make an election, your cashed-out benefit will be rolled over into an IRA.
- If your benefit is \$1,000 or less it will be paid to you in a lump sum sent to your address on file with the Plan.

No spousal consent is required before your benefit is cashed out.

How your Benefit is Paid

1. When will payment of my benefit start?

To receive your benefit under this Plan you must file a benefit application with the Plan Administrator in a form acceptable to the Trustees. Once your application has been approved, you may choose any of the forms of payment explained in this section.

2. How is my benefit going to be paid?

At any time a benefit is due to you, you may elect any one of several forms of benefit payment available under the Plan. If you are married, your spouse must consent in writing to your election of a form of payment other than a “joint life form” (see below) with your spouse. If you do not specify any particular form of payment, the Plan will use your Account balance to purchase an annuity from an annuity provider. The payment form applicable to you is based on whether you are married or single, as follows:

Normal Form of Benefit Payment for Unmarried Participants — Life Annuity

If you are not married on your annuity starting date, you will receive payment in the form of a Life Annuity. Under this form of payment, you will receive a monthly income for as long as you live. No death benefit is payable after your death.

Normal Form of Benefit Payment for Married Participants — Joint and 50% Survivor Annuity (Joint Life Form)

If you are married on your annuity starting date, you will receive payment in the form of a Joint and 50% Survivor Annuity. Under this form of payment, you will receive a monthly annuity for as long as you live. After your death, your spouse will continue to receive a monthly annuity equal to exactly one-half of the amount of monthly income you were receiving. Note that if you were not married for at least one year prior to the time of your death or divorce, the Joint and 50% Survivor Annuity will terminate prospectively and benefits will be paid either as a death benefit to your beneficiary or as a Life Annuity, respectively.

Optional Forms of Benefit

- Direct Rollover to an IRA

You may choose to rollover the value of your account(s) directly to an IRA.

- **Lump-Sum Cash Payment**

You may choose to receive the value of your account(s) in a lump-sum cash payment.

- **Other Optional Forms of Payment**

There are optional forms of monthly payments you may choose, other than the normal form applicable to you, as described above. Additional joint and survivor options are available at 66 2/3%, 75% or 100% of your retirement benefit. You may also choose a life annuity with a guaranteed minimum of 60, 120 or 180 monthly payments. The amount of your monthly benefit will depend on the benefit form you elect but in all cases will be actuarially equivalent.

If you would like information on the different optional forms of monthly payments available under the Plan, and the restrictions applicable to these forms, please contact the Plan Representative at the address listed on page 20. You may also want to consult a tax adviser to discuss the alternatives available and their tax consequences.

How to Make a Claim for Benefits and Appeal a Claim that has been Denied

1. How do I make a claim for my benefit?

If you or your Designated Beneficiary believe that the conditions for receiving a benefit have been met, you or your Designated Beneficiary must submit a distribution form ("claim") to the Plan Representative. Distribution forms may be obtained by calling the Plan Representative at 1-800-477-3829. After you complete the distribution form, you must send it to the Plan Recordkeeper. When you submit an initial claim to the Plan Recordkeeper, you will receive notice of any adverse decision within a reasonable period of time not to exceed 90 days from the date the Plan Recordkeeper receives your claim. Note that if you request a termination benefit, the Plan requires that it not be paid earlier than 30 days following your termination. If special circumstances exist requiring additional time to process your initial claim, the Plan Recordkeeper may take up to an additional 90 days to inform you of the Plan's benefit determination. You will receive written notice of the need for the extension including the reason for the extension and the date by which the Plan expects to render a decision. If your initial claim is for disability benefits, you will receive notice from the Plan Recordkeeper of any adverse decision within a reasonable period of time not to exceed 45 days from the date the Plan Recordkeeper receives your claim. If special circumstances exist requiring additional time to process your initial claim, the Plan Recordkeeper may take up to an additional 30 days to inform you of the Plan's benefit determination. You will receive written notice of the need for the extension including the reason for the extension and the date by which the Plan expects to render a decision.

2. What happens if my claim is denied?

An adverse decision (or adverse decision on appeal) is a denial, reduction, termination of, or a failure to provide or make payment (in whole or in part) for a benefit. Notices of adverse decisions (or adverse decisions on appeal) will be provided in writing. A "Notice of Adverse Decision" regarding your claim will include:

- the specific reason or reasons for the adverse decision;
- reference to the specific plan provisions on which the decision was based;
- a description of any additional material or information necessary to perfect your claim and an explanation of why such material or information is necessary; and
- a description of the Plan's appeal procedures and the time limits applicable to such procedures, including your right to file a lawsuit under ERISA following an adverse decision on appeal.

3.. What are the Plan's claim review procedures?

You will have 60 days following your receipt of the Plan's adverse decision regarding your initial claim for pension benefits (other than a claim for benefits due to disability) to appeal the Plan's adverse decision in writing to the Board of Trustees.

You will have 180 days following your receipt of the Plan's adverse decision regarding your initial claim for benefits due to disability to appeal the Plan's adverse decision in writing to the Board of Trustees.

You are entitled to submit written comments, documents, records and other information relating to your claim on appeal; the Board of Trustees will consider all such submissions on review of your claim even if such information was not submitted or considered during the initial adverse decision. You are also entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information in the Plan's possession, which are relevant to your claim for benefits. All appeals should be sent to:

Board of Trustees, Supplemental Income 401(k) Plan
P.O. Box 8338
Boston, MA 02266-8338

The Board of Trustees holds quarterly meetings. A decision on the review of your claim will generally be made by the Trustees no later than the date of the first meeting of the Board of Trustees which immediately follows the Plan's receipt of your appeal. If the appeal is received less than 30 days prior to the next Board meeting, a decision will generally be made no later than the second meeting of the Board of Trustees following receipt of your appeal. If special circumstances exist, the Board of Trustees may defer decision of your appeal one additional meeting, in which case you will be given written notice of the extension during the normal time period.

You will receive a written notice informing you of the decision on the review of your claim. This notice will include specific reasons for the decision as well as specific references to the Plan provisions upon which the decision on review was based. The notice will also contain statements of your right to receive copies of all documents, records and other information relevant to your claim and your right to bring a lawsuit under ERISA. If you have any questions regarding any of the procedures discussed above, please contact the Plan Representative at the address or telephone number listed on page 20.

Other Questions Concerning Benefits

1.How could my Account balance be reduced?

You may lose your benefit from the Plan or your Account(s) may be reduced due to one or more of the following:

- If there are losses in the investment options that you have selected (or in the options to which your contributions have been allocated if you have failed to make an investment allocation), your Account(s) will be reduced by a proportionate share of the losses.
- Your Account will be reduced by a proportionate share of the investment fees attributable to the investment options that you have selected (or been defaulted into – see page 9– because you have not made a selection) and Plan administrative expenses. However, your Employer may have agreed in your Collective Bargaining Agreement to pay certain Plan administrative expenses that would otherwise be deducted from your Account.
- Each time you receive a loan or hardship withdrawal, a processing fee will be deducted from your Account.
- If you take a Plan loan and default on repayment the outstanding amount of your loan will be deemed a premature distribution and your Account will be reduced accordingly.
- Your Account will be assessed the Annual Recordkeeping Fee and possibly the Quarterly Trust Fund Management Fee described on page 11.

2. Can my Account be Assigned to my Creditors?

Except to the extent required under a Qualified Domestic Relations Order (“QDRO”), or by the IRS for a tax levy, your benefit under the Plan cannot be claimed by any creditor, nor can you or your Designated Beneficiary transfer your rights to your benefit to any other person(s).

3. What is a QDRO”?

A Qualified Domestic Relations Order (“QDRO”) may direct that all or a portion of the benefit payable with respect to a Participant be paid to the Participant’s current spouse, former spouse, children or other qualifying dependents. A typical QDRO is a court order in a divorce proceeding that grants the Participant’s former spouse a right to receive a portion of the Participant’s retirement benefit. Whether an order is a QDRO is determined by the Trustees in accordance with procedures adopted by the Plan. You may obtain a copy of the QDRO procedures free-of-charge by calling or writing the Plan Representative at the address shown on page 21.

4. What taxes apply to Contributions and Distributions?

Elective Contributions are made as the result of salary reduction and are not included in your taxable income for federal income tax purposes until you receive them in a distribution from the Plan. Elective Contributions are not subject to state taxes in most states, but are subject to Social Security taxes, which will be deducted from your paycheck. Any Employer Contributions made by your Employer to the Plan are not taxable to you until you receive them in a distribution from the Plan. None of the investment income on these contributions will be subject to any taxes until you receive them in a distribution from the Plan. If you have retired at that time and are in a lower tax bracket, your distribution may be subject to favorable tax treatment. Distributions from the Plan are subject to 20% withholding, unless you (a) elect a direct rollover of the distribution to another qualified employer plan or an IRA or (b) receive your benefit under any annuity form described in Question #2 under the section entitled “How your Benefit is Paid.” The Plan Administrator will provide you with additional information before the date any distribution is scheduled to be made to you, so you can decide how to receive it.

5. Am I entitled to a tax credit for my contributions to the Plan?

Yes, but only if your annual adjusted gross income is no more than \$57,500 (married) or \$28,750 (single) and you are eligible for the Retirement Savings Contribution Credit. Effective January 1, 2012, married couples who file a joint tax return with an annual adjusted gross income of up to \$57,500 and single filers with an annual adjusted gross income of up to \$28,750 are entitled, under federal law, to a tax credit (in other words, an offset against their annual tax bill) for a portion of their Elective Contributions up to a maximum of \$2,000 (\$1,000 if single) in contributions per year. This is in addition to any tax-deferral benefits that you receive by contributing to the Plan. You claim this credit when you file your tax return. The amount of the credit is based on the following table (with 2012 limits):

| <u>Amount of Tax Credit</u> | <u>Individual Filer’s Gross Income</u> | <u>Married Filer’s Gross Income</u> |
|--|--|-------------------------------------|
| 50% of first \$2,000 of Elective Contributions | \$17,250 or less | \$34,500 or less |
| 20% of first \$2,000 of Elective Contributions | \$17,251-\$18,750 | \$34,501-\$37,500 |
| 10% of first \$2,000 of Elective Contributions | \$18,751-\$28,750 | \$37,501-\$57,500 |

The income levels are adjusted periodically for inflation. You may also qualify for this credit if you file as the Head of Household. Please consult your tax adviser for further information about this tax credit

6. What happens to my Account if I am deemed ineligible after I have already participated in the Plan?

If you are ineligible to participate in the Plan but that fact is not discovered until after you have already enrolled and participated in the Plan, your Elective Contributions, adjusted for any earnings (or losses) will be returned to you. Employer Contributions made on your behalf will generally be returned to your Employer, subject to limitations and rules set out in the Plan's *Agreement and Declaration of Trust*. In either case, you or your Employer may be responsible for income taxes on returned contributions. Specific corrections will be determined on a case-by-case basis under IRS guidelines and Plan rules.

7. Is my Account or my benefit under the Plan insured by the Pension Benefit Guaranty Corporation (PBGC) or any other form of insurance?

No. Benefits under a 401(k) plan are not insured through the PBGC or any other institution or policy of insurance.

Plan Identification

Identification Numbers

This Plan may be referenced by the Employer Identification Number 94-2554388 and the Plan Identification Number 002.

Plan Name

Supplemental Income 401(k) Plan

Plan Administrator

The Board of Trustees of the Supplemental Income Trust Fund is the Plan Administrator. The Trustees are responsible for administration of the Plan, selecting the investment options offered under the Plan, overseeing the investment and management of the assets of the Trust Fund and monitoring the investment performance and security of the selected investment options. The Trustees are also responsible for all government reporting relating to the Trust. The Board of Trustees has delegated most day-to-day operations, including functions such as determining eligibility, maintaining Participant records, handling benefit applications and claims, and authorization of benefit payments, to John Hancock Retirement Plan Services and Mon Roc Administrators.

All notices and correspondence directed to the Plan Administrator should be sent to:

Supplemental Income 401(k) Plan
P.O. Box 8338
Boston, MA 02266-8338
1-800-560-3243

Agent for Service of Legal Process

The Plan Representative is responsible for receipt of any legal papers or summons at the address listed below. Service of legal process may also be made upon any of the Trustees.

Mon Roc Administrators
420 Virginia St. Suite 2B
Vallejo, CA 94590

Plan Recordkeeper

John Hancock Retirement Plan Services is the Plan Recordkeeper, responsible for maintaining Accounts and providing information about Accounts, maintaining the Plan website and Plan Account Service Center telephone line and performing exchanges.

Supplemental Income 401(k) Plan
P.O. Box 8338
Boston, MA 02266-8338
1-800-560-3243

Plan Representative

Mon Roc Administrators is the Plan Representative, responsible for certain administrative functions, processing enrollment and responding to day-to-day Employer and Participant questions, including those related to participation, investment options and transmittal of contributions.

The Plan Representative may be contacted at:

Supplemental Income 401(k) Plan
Mon Roc Administrators
420 Virginia St. Suite 2B
Vallejo, CA 94590

Trust Fund

The name of the trust fund from which benefits are paid is the Supplemental Income Trust Fund.

Trustees

Employer Trustees

Richard Barbour
Executive Vice President
The Herrick Corporation
7021 Koll Center Parkway
Pleasanton, CA 94566

Keith Fleming
President
IEDA
2200 Powell Street, Suite 1000
Emeryville, CA 94608-1809

Union Trustees

Rome Aloise
Secretary-Treasurer
Teamsters Local 853
7750 Pardee Lane
Oakland, CA 94621

Carlos Borba
President
Teamsters Local 315
445 Nebraska Street
Vallejo, CA 94590

Clark Ritchey
Secretary-Treasurer
Teamsters District Council 2
710 E. Commonwealth Ave
Fullerton, CA 92831

Type of Plan

This Plan is a multiemployer “defined contribution” plan that includes a salary reduction feature that meets the requirements of section 401(k) of the Internal Revenue Code and Section 404(c) of the Employee Retirement Income Security Act (ERISA). This means that many different Employers contribute to the Plan on behalf of their eligible Employees. If you are an eligible Employee, you may elect to have your future Compensation reduced under a Salary Reduction Agreement and have your Employer contribute that amount on your behalf to the Plan. One or more accounts will be established for you under the Plan for the purpose of holding contributions made on your behalf. You may direct the investment of your account by electing to allocate portions of your account among investment alternatives chosen by the Trustees. When you become eligible to receive your benefit, you will be entitled to the full value of your account(s), as explained in this Summary Plan Description.

Plan Sponsor

Because the Plan is a multiemployer plan, the Supplemental Income Trust Fund’s Board of Trustees is both Plan Administrator and Plan Sponsor. You may obtain, upon written request to the Plan, information as to whether a particular employer or union participates in the Plan and, if so, that employer’s or union’s address.

Participating Employers

The Plan is maintained pursuant to Collective Bargaining Agreements providing for participation in the Plan. A copy of any such Collective Bargaining Agreement may be obtained by Participants and Beneficiaries upon written request to the Plan Representative, and is available for examination by Participants and Beneficiaries at the Plan Representative's office during normal business hours within ten (10) calendar days of receipt of a request for such examination. If copies of any agreement are requested, the Plan reserves the right to charge copying costs as provided in the applicable federal regulations.

Plan Effective Date

January 1, 1995

Plan Quarters

January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

Plan Year

The calendar year is the period used to keep Plan records.

Your Rights Under the Plan

What are my rights under the Plan?

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Supplemental Income 401(k) Plan participants are entitled to:

Receive Information about Your Plan and Benefits

- You can examine, without charge, at the Plan Representative'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.
- You can obtain, upon written request to the Board of Trustees or Plan Representative's office, 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. (A reasonable charge may be made for the copies.)
- You should receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to provide a copy of this summary annual report to each plan participant.
- You may obtain a statement telling you whether you have a right to receive a pension at your Normal Retirement Age. If you do not have a right to a pension, the statement will so inform you. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide this 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. These people, called "fiduciaries" of the plan, have a duty to operate your plan 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 your copies 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 or a medical child support order, you may file suit in federal court.

You may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court if plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights.

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 (e.g. 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, DC 20210. You may also obtain certain publication about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration at 1-866-444-3272.

Important Plan Terms – Definitions

Collective Bargaining Agreement: The written agreement between the Union and the Employer which governs the wages, hours, working conditions and benefits of Plan Participants.

Compensation: The total amount paid to you by your Employer during the Plan Year for work performed for your Employer as reported for purposes of federal income tax withholding. Compensation (wages) you defer to this Plan is not part of your taxable compensation for income tax purposes but may be deemed part of your overall compensation for other purposes. Severance pay may be included in your Compensation if it is paid within the later of 2 1/2 months from your severance or end of the Plan Year, provided that the payment is for your services rendered prior to the severance or is for accrued bona fide sick, vacation or other leave you could have used prior to the termination of your employment. Effective January 1, 2009, your Compensation does not include any military differential wage payments, except when determining your maximum annual addition under the Internal Revenue Code. For all Plan purposes, your "compensation" is limited by law to an annual maximum which changes from year to year based on limits established by the IRS. Effective January 1, 2012, this limit increased to \$250,000. Please contact one of the Plan Representatives to find out the limit for any given year.

Designated Beneficiary(ies): Your “designated beneficiary(ies)” is the person(s) you designate to receive any benefits you are entitled to under the Plan in the event of your death. Your Designated Beneficiary may be your spouse, parents, children (including legally adopted children), other relatives or friends. You may change your Designated Beneficiary at any time by filing a notice with the Plan Recordkeeper in a form acceptable to the Trustees, subject to the spousal consent requirements described below. However, no designation or change of beneficiary shall be effective until it is received by the Trust and shall not affect any payments made before the change of beneficiary was received. If you are married, your spouse will automatically be your Designated Beneficiary unless you designate a beneficiary other than your spouse, your spouse consents in writing, and his or her signature is witnessed by a Plan Representative or a notary public. Any subsequent change of beneficiary will also be subject to spousal consent.

Elective Contributions: Your pretax contributions to the Plan made by directing your Employer to take a portion of what otherwise would have been payable to you in wages.

Employee: Any person covered by a Subscriber and/or Collective Bargaining Agreement.

ERISA: The Employee Retirement Income Security Act of 1974, 29 USC § 1001 et seq., as amended from time to time.

Employer: A firm, company or corporation which is a party to a Subscriber and/or Collective Bargaining Agreement requiring contributions to be made to the Trust Fund.

Employer Contributions: Contributions made to the Plan by your Employer in addition to your Elective Contributions, including Matching Contributions.

Highly Compensated Employee: Participation in the Plan by Employees defined by law as “highly compensated” is restricted by the contribution rate of employees who are not “highly compensated.” A “highly compensated” Employee is an employee whose annual compensation is \$115,000 (indexed for January 1, 2012) or more. If you have any questions regarding whether you are “highly compensated,” call the Plan Representative.

Hour of Service: An hour for which you are paid by your Employer(s). Because the Plan has no vesting requirements, Hours of Service are relevant only for purposes of meeting the eligibility requirements established in your Employer’s Subscriber Agreement (described below). You will be credited with an Hour of Service for each hour for which you are paid, including any time paid but not worked because of a vacation holiday, illness, disability, jury duty, layoff, military duty, back pay or authorized leave of absence (including any leave of absence because of (1) your pregnancy, (2) the birth of your child, (3) the placement of a child with you for adoption, or (4) care of your child immediately after birth or adoption). You will experience a “break in service” for purposes of any Subscriber Agreement which provides for completion of one year of employment before you become eligible to participate in the Plan if you do not complete more than 500 Hours of Service for an Employer participating in the Plan within the 12 calendar months after working your first Hour of Service. If you experience a break in service, you must begin satisfaction of the participation requirements again.

Individual Account (or “Account”): The Account that reflects the accumulated value of all assets held on your behalf by the Plan, including Employer Contributions, Elective Contributions, Matching Contributions, Rollovers and other contributions made on your behalf, plus investment income.

Matching Contribution: An Employer Contribution based on the amount you defer from wages to the Plan and specified in your Collective Bargaining Agreement and Subscriber Agreement. For example, an Employer Contribution of 25¢ on every dollar you defer from wages is a Matching Contribution.

Participant: Any Employee covered by this Plan, including any terminated or retired former employee who is receiving (or entitled to receive) benefits under this Plan, or Employee of an Employer who has terminated participation in the Plan and who, thereafter, continues to have an Individual Account.

Rollover: A lump sum transfer to the Plan from another qualified retirement plan deemed acceptable by the Plan Administrator.

Salary Reduction Agreement: An agreement you make with your Employer under which you agree to have your salary reduced by a certain amount and have that amount contributed to this Plan as an Elective Contribution.

Subscriber Agreement: The Trust Fund's form Agreement which, alongside the Collective Bargaining Agreement, governs the eligibility requirements applicable to you and the Employer Contribution, if any, to be made on your behalf.

Trust Fund: The Supplemental Income Trust Fund, which sponsors the Supplemental Income 401(k) Plan.

Valuation Date: The date on which the balance of your Account is determined. You will receive a statement of your account(s) as soon as administratively feasible after the end of each Plan Quarter, which shall reflect a Valuation Date of the last of the Plan Quarter. The statement will be sent to your home address on file with the Plan Recordkeeper. Therefore, always keep the Plan Recordkeeper informed of any changes of address.

This document is a Summary Plan Description as required by the Employee Retirement Income Security Act (ERISA) of 1974. It provides a summary of the changes to the Supplemental Income 401(k) Plan, but does so through a shorter and less technical description than the official Plan Document. The Plan Document is always used to determine when and what benefits the Plan will provide and will be so used in the event of a conflict between this Summary Plan Description and the Plan Document.