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LETTER OF INTRODUCTION

Dear Participant:

As Trustees of your Pension Plan, we take a great deal of pleasure in presenting this booklet called the Summary Plan Description. This booklet is intended to summarize your Pension Plan and to give a clearer understanding of it.

The Plan is intended to comply in all respects with all federal and state laws. The entire cost of the Plan is paid by your Employer. No contributions are permitted or required from the Participant.

Only the full Board of Trustees is authorized to interpret the Pension Plan described in this booklet. The Board has discretion to decide all questions about this Plan, including questions about your eligibility for benefits and the amount of any benefit payable to you. No individual Trustee, employer or union representative has authority to interpret this Plan on behalf of the Board or to act as an agent of the Board.

The Board of Trustees has authorized the Administration Office to respond, in writing, to your written questions. If you have an important question about your benefits, you should write to the Administration Office for a definitive answer. As a courtesy to you, the Administration Office also may respond informally to oral questions. However, oral information and answers are not binding upon the Board of Trustees and cannot be relied on in any dispute concerning your benefits. No final decision can be made about your benefits until you become entitled by the terms of the Plan to receive them.

In case of any conflict between the provisions of this booklet and those of the Plan Document, the Plan Document will prevail.

If you as a Participant stop working under this Plan, your eligibility and benefits will be determined according to Plan provisions in effect when you last worked.

You and your family are encouraged to read this booklet carefully so you know what kind of benefit you might expect at retirement. Should you have any questions regarding this booklet or your Pension Plan, please contact the Administration Office.

Sincerely,

BOARD OF TRUSTEES

DEFINITIONS

The following terms are defined to help in your understanding of the Plan:

Account Balance

Your individual pension account is called your Account Balance. It includes all Employer Contributions payable on your behalf, plus any rollover contributions, plus net investment gains (or losses) on your Account Balance, less fund expenses. Each Participant will receive quarterly a statement showing his beginning Account Balance, the last quarter's net investment gain (or loss), the last quarter's Employer contributions, and his ending Account Balance. (No employee contributions are allowed.) Each Participant also may review his Account Balance daily if he has registered to do so.

Beneficiary

A Beneficiary is the person or persons you have designated to receive a benefit in the event of your death. If you are married and wish to name someone other than your Spouse as your Beneficiary, your Spouse must agree, in writing, on a form acceptable to the Trustees, to this designation.

Employee

An Employee is one on whose behalf an Employer is, or has been, required to make contributions into the Pension Fund.

Employer

An Employer is one who has signed a collective bargaining agreement or other written agreement requiring contributions to be made to the Pension Fund and who hires Employees to perform work under said agreement.

Employer Contributions

Employer Contributions are the moneys that are paid into the Fund by the Employers. The amount of money they are required to remit to the Fund is outlined in the collective bargaining agreements with the Union or other written agreements.

Hour of Service

An Hour of Service is each hour for which you are paid or entitled to payment. This includes actual work done for an Employer for which you would, or should, be paid. In addition, it includes all hours for which you would, or should, be paid when you perform no work because of vacation, holiday, illness (including disability), layoff, jury duty, qualified military service, maternity or paternity leave or leave of absence. If you are granted Hours of Service

when no work is performed, you will receive no more than 501 hours for any single continuous period.

You should notify the Administration Office as soon as possible about any periods of time during which you are away from service due to disability, military service, or pregnancy, adoption or the birth of a child.

Lump Sum Payments

The balance in your Account available to be paid out.

Lump sum payments to a Participant or Spouse are subject to a mandatory 20% withholding for federal income tax. You may, however, avoid imposition of this tax by directing your benefit be rolled over directly to an IRA (Individual Retirement Account) or other qualified pension plan.

Normal Retirement Age

For purposes of this Plan, your Normal Retirement Age is age 65.

Normal Retirement Benefit

The Normal Retirement Benefit for a married Participant is a Joint and 100% Survivor annuity. This annuity will provide a monthly benefit to you for as long as you live, and after your death, your Spouse will receive the same amount for the remainder of her life.

The Normal Retirement Benefit for a single Participant is a Life annuity, which will guarantee a monthly benefit for your life. In the event a single Participant would die, no death benefit would be payable from the Fund.

Optional Retirement Benefits

One Optional Retirement Benefit is a Lump-Sum Payment. This benefit will pay your entire Account Balance in a Lump-Sum payment to the Participant or Beneficiary, at retirement or death. Another Optional Retirement Benefit is a joint and 50% qualified optional survivor annuity that provides a monthly benefit to you for your life and a benefit equal to fifty percent (50%) of your monthly benefit to the surviving spouse for the surviving spouse's lifetime

Participant

An Employee shall become a Participant upon completing one Hour of Service.

Once you become a Participant, you or your Beneficiary will receive your Account Balance as a Retirement, Disability, Termination or Death Benefit, according to the terms of the Pension Plan.

Pension Plan

The Pension Plan is the legal document that establishes the eligibility requirements, types of benefits and benefit amounts.

Plan Year

The Plan Year is a 12-month period beginning June 1 and ending May 31.

Quarter Beginning Dates

The quarters begin March 1, June 1, September 1 & December 1.

Spouse

A Spouse is the person to whom you are legally married at the time any pre-retirement Death Benefit is payable, or at the time you receive your Retirement Benefit. In addition, Spouse could mean a former Spouse, as described in a Qualified Domestic Relations Order (page 7).

Trust Agreement

The Trust Agreement is the legal document that established the International Brotherhood of Electrical Workers Local Union No. 725 Supplemental Pension Trust.

Union

The term "Union" shall mean the International Brotherhood of Electrical Workers Local Union 725.

HOW THE PLAN OPERATES

Each Employer is required to make monthly contributions to the Fund. The amount of these contributions equals a percentage of your hourly wage, as specified in the collective bargaining agreement(s), or in the participation agreement. After an employee becomes a Participant, these monthly contributions are put into his Account Balance and invested to provide benefits to eligible Participants and Beneficiaries. An employee is not required or allowed to make self contributions to the Fund.

Your Plan has established procedures to permit you to direct the investment of your employer contributions made on your behalf to the Plan. The Plan is intended to be a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974. If the Plan complies with this Section, then the fiduciaries of the Plan, including the Administrator and the Trustees, will be relieved of any legal liability for any losses that are the direct and necessary result of your investment directions, or lack of investment directions.

When you direct investments, your accounts are segregated for purposes of determining the gains or losses on these investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. If you choose investments which produce gains, your benefits will tend to increase in value over the period your investments perform accordingly. Conversely, if you choose investments that have losses, your benefits will tend to decrease in value over the period your investments perform accordingly. Losses can occur. There are no guarantees of performance, and neither the Administrator, the Trustees, nor any of their representatives provide investment advice or insure or otherwise guarantee the value or performance of any investment you choose.

Your Account Balance will initially be invested in a qualified default investment alternative, unless you direct otherwise on the Allocation Change Form. The **default alternative** currently is the Retirement Choice-Moderate Allocation Fund. The Fund makes an asset allocation among several different asset classes. While the goal of the Fund is to achieve an above-average return, that goal does not include taking extraordinary risks or engaging in investment activities not commonly considered prudent. This default setting may **not** be appropriate for you based on your personal financial goals and situations. Therefore, as soon as possible, you should review and if appropriate, change your investment allocation, based upon your personal financial goals and situation. The Trustees have carefully selected the investment options from which you can choose, and will monitor them to assure that they are providing you with appropriate returns. Additionally, you will be provided with information periodically, and as required by law, concerning the characteristics and performance of the investment options.

Participants may change their allocation on a daily basis, depending on the option selected. They may do this by telephone or online. In either case, the Participant must have a PIN number, which should be selected upon enrollment. Mercer currently handles record keeping for Participant Accounts, including changes in allocation. Their phone number is 1-877-864-6644. Participants may also access their accounts and make changes by logging onto www.ibenefitcenter.com.

The Trustees will provide Participant Account Balances in writing after the end of each quarter.

You should allocate or diversify your Account Balance based upon the amount of time before you start receiving your benefit, the amount of risk you want to take, and your current personal financial situation and goals. Neither the Fund's investment

consultant nor the Trustees are authorized to provide you with investment advice. The allocation of assets in your account is your responsibility; the default allocation is not a recommendation as to how you should allocate your account. You will be provided periodically with information concerning the available investment options, including their style of investing, performance and historic returns.

If you have need additional information on the investment options offered in the plan you may contact Mercer at the phone number or website listed above, or you may contact the Fund's investment consultant, Seth Yudes at Morgan Stanley Smith Barney at 1-800-224-1488.

If you have any questions regarding your benefits, or how the Plan operates, you should contact the Fund's Administrative Office, HealthSCOPE Benefits, P. O. Box 50440, Indianapolis, Indiana 46250-0440. They may be reached at 317-554-9000 or toll free at 800-950-6789. Please contact extension 8228.

This is a defined contribution retirement plan. Benefits are payable in accordance with Plan provisions, and are briefly described on the following pages. **In case of any conflict between the provisions of this booklet and those of the Plan Document, the Plan Document will prevail.**

DETAILS OF THE PLAN

Effective Date

This Pension Plan was established by the Board of Trustees to be effective June 1, 1992. The Board of Trustees is made up of an equal number of Union and Employer representatives. The powers and duties of the Trustees are outlined in the Agreement and Declaration of Trust. The Trust Agreement and Pension Plan documents govern Plan rights and benefits.

Participation

As an Employee of an Employer working within the jurisdiction of this Pension Fund and performing work described in the collective bargaining agreement(s) or other written agreement requiring contributions to be made to the Pension Fund, you are eligible to participate in this Pension Plan. You will become a Participant after you have been credited with One Hour of Service.

Retirement Dates

A Participant will be eligible to receive his Account Balance as a retirement benefit on one of the following dates:

Normal Retirement

Your Normal Retirement date will be the first day of the month following your 65th birthday.

Early Retirement

Your Early Retirement date will be the first day of the month following your 55th birthday, or any date thereafter.

Late Retirement

Your Late Retirement date will be any day after your 65th birthday and prior to April 1st following the year in which you reach age 70 1/2.

Qualified Domestic Relations Orders

This Plan will comply with all Qualified Domestic Relations Orders (QDRO). A QDRO is a certified copy of a court judgment, decree or other agreement (including approval of a property settlement) which orders the use of part or all of the Participant's pension benefits for satisfaction of child support, alimony payments or marital property rights to the Spouse, child or other dependent of the Participant. A copy of the rules with regard to the administration of a QDRO can be obtained by contacting the Administration Office. The Board of Trustees reserves the right to determine whether a Domestic Relations Order is qualified under the terms of the Plan.

Beneficiary Designation

Married Participants:

If a Participant dies, his Spouse will receive the Death Benefit. The designation of any Beneficiary other than the surviving Spouse shall be valid only with the written consent of the surviving Spouse, on a form acceptable to the Trustees.

Unmarried Participants:

Unmarried Participants may designate anyone as their Beneficiary and change their designation at any time.

No Beneficiary Designation:

If a Participant dies without designating a Beneficiary, the Trustees shall make such designation in the following order: (1) The Participant's Spouse, or (2) Surviving Children, in equal parts, or (3) Estate.

Reciprocity

The Plan is signatory to the Electrical Industry Pension Reciprocal Agreement, whereby it and other signatory IBEW Plans agree to cooperate in transferring contributions to a member's home Fund if he is working out of his Local's jurisdiction. Certain restrictions apply; please contact the Fund Office or the Union for further information or to register.

Military Service

A Participant shall be credited with Service for Military Service in the Armed Forces of the United States, provided such Military Service does not exceed five years after December 13, 1994, and the Participant returns to work in covered employment as set forth below.

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

Credit for Military Service shall be given as follows:

- (A) For Military Service on or after December 13, 1994, a Participant shall receive the rate in effect during the term of Military Service times the average number of hours worked in the 12-month period prior to the Military Service if:
1. The Participant worked in covered employment within 12 months of the onset of Military Service (including covered employment under a reciprocal agreement); and
 2. The Participant worked in covered employment or submitted an application for work in covered employment in accordance with the following schedule (including covered employment under a reciprocal agreement):
 - If the Military Service was less than 31 days, beginning with the first full regularly scheduled work period on the first calendar day following discharge from Military Service, plus the expiration of eight hours after reasonable and actual time for transportation back to the

Participant's residence.

- If the Military Service is more than 31 days, but less than 181 days, beginning no later than 14 days following discharge from the Military Service.
- If the Military Service is more than 180 days beginning on the day not later than 90 days after discharge from Military Service.

- (B) Credit for Military Service on or after December 14, 1994, shall not exceed five years of credited Service.
- (C) Benefit accrual for Military Service shall be credited as though contributions were made at the rate in effect at the term of Military Service times the average number of hours worked during the 12-month period prior to the Military Service.
- (D) The Trustees retain the discretion to make exceptions to all of the above rules due to hardship, hospitalization and convalescence from an injury received on active duty in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA) and all regulations promulgated thereunder.
- (E) The Trustees may require documentation establishing the timeliness of covered employment prior to Military Service, of application for re-employment in covered employment and the length and character of any Military Service.
- (F) Any costs associated with the crediting of Military Service and/or the benefit accruals related to Military Service shall be considered liabilities of the entire Plan and shall not be the exclusive cost of any single Employer or group of Employers.

It is the intent of the Plan and this Section to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) of 1994 and with 414(u) of the Internal Revenue Code.

PLAN BENEFITS

The Plan benefit that will be paid to you, if you meet the eligibility requirements, is your Account Balance or its equivalent. Each Participant will receive, on a quarterly basis, a summary that will show his prior Account Balance, any net investment gains (or

losses), the total of his Employer Contributions, by employer, for the quarter, and his new Account Balance.

The following are the types of benefits available from this Pension Plan.

Normal Retirement Benefits

You will be eligible to receive a Normal Retirement Benefit if you are a Participant and age 65.

The amount of your Normal Retirement Benefit is equal to your current Account Balance. If you have a Spouse at the time of your Normal Retirement, your Normal Retirement benefit will be a monthly annuity paid in the form of a Joint and 100% Survivor Benefit, unless you and your Spouse agree to reject this form of payment. If you do not have a Spouse at the time of retirement, your Normal Retirement benefit will be a monthly annuity payable for as long as you live. If you are not married, or you and your Spouse reject the Normal Retirement benefit, you will be eligible to receive an Optional Retirement Benefit in the form of a Lump-Sum Payment or, if married, in the form of a Joint and 50% Survivor Benefit.

If you receive a Normal Retirement Benefit and later return to work within the jurisdiction of this Pension Plan, all Employer Contributions received on your behalf will automatically be non-forfeitable. You will be eligible to receive these contributions and earnings upon written request, no more than once a year.

Early Retirement Benefits

You will be eligible to receive an Early Retirement Benefit if you are a Participant and have attained at least age 55, but less than age 65.

The amount of your Early Retirement Benefit is equal to your current Account Balance. The Normal Retirement Benefit and Optional Retirement Benefits available at Normal Retirement are also available at Early Retirement.

If you receive an Early Retirement Benefit and later return to work within the jurisdiction of this Pension Fund, all Employer Contributions received on your behalf will be placed in your Account. After you have received your Early Retirement Benefit, you will not be eligible to apply for another Early Retirement Benefit. You must wait until your Normal Retirement Age before receiving another retirement benefit from this Pension Fund.

Disability Benefits

If you are a Participant, become disabled, and receive disability benefits from the Social Security Administration, you may apply for a Disability Benefit. You must prove your disability to the Board of Trustees by submitting a copy of the Social Security Disability Award.

The amount of your Disability Benefit, if approved, is equal to your current Account Balance. It can be paid in a Lump Sum only if your spouse, if any, consents.

If you receive your Disability Benefit and later recover and return to work within the jurisdiction of this Pension Fund, all Employer Contributions received on your behalf will be placed in your Account. You will not be eligible to receive another benefit until you meet the eligibility requirements for a Normal Retirement Benefit, Early Retirement Benefit or another Disability Benefit.

Termination Benefits

If you are a Participant with \$5,000.00 or less in your Account Balance, and have passed two consecutive Plan Years (June 1st through May 31st) with zero Hours of Service, you will be eligible to receive your Account Balance as a Termination Benefit upon making proper application.

If you receive your Account Balance as a Termination Benefit, any future Employer Contributions received on your behalf will be placed in your Account.

Death Benefits

If a Participant should die before he receives his Account Balance, the spouse of the Participant will be entitled to an Early Retirement benefit at the time the Participant would have been entitled to same. A non-spouse beneficiary, or the spouse, if she so elects, will upon application receive a Death Benefit equal to his current Account Balance, paid in a Lump-Sum amount.

APPLYING FOR BENEFITS

Retirement Benefits

To make application for a Normal, Early or Late Retirement Benefit, you should write or call the Administration Office at:

International Brotherhood of Electrical Workers
Local Union No. 725
Supplemental Pension Trust
P. O. Box 50440
Indianapolis, Indiana 46250-0440

(317) 554-9000
1 (800) 950-6789

You will be required to submit proof of age(s) with your application form as well as proof of marriage. Acceptable proof of age documents are: Birth Certificates, Military Records, school records or any other legal document that clearly shows the month, day and year of your birth.

You should file your pension application form and required documents 30 to 180 days in advance of the date you want to receive your benefits, so that your benefits will not be delayed by necessary processing time.

Disability Benefits

You make application for a Disability Benefit in the same way as for a Normal or Early Retirement Benefit.

In addition to being required to submit proof of age(s) and proof of marriage, you will be required to submit a copy of your Social Security Disability Award.

Termination Benefits

If you are eligible for a Termination Benefit, the Trustees will make payment of the Account Balance, less any required Federal or State withholding, upon receipt of a properly completed Termination Benefit application.

Death Benefits

Upon the death of a Participant, the Beneficiary should contact the Administration Office as soon as possible. At that time, the Beneficiary will be informed of any Death Benefits payable. The Death Benefit application form will be sent to the Beneficiary with a letter explaining other documents that may be needed such as a Certificate of Death, Certificate of Birth(s), or proof of marriage.

Denial of Benefits

Benefits shall be payable in accordance with the provisions of this plan. A claim is a request by a participant or beneficiary for a benefit under the plan and must be filed, either by the claimant or his authorized representative, with the Plan Administrator.

The Plan Administrator will normally make a decision on a claim for benefits under this plan within 90 days of when the claim is filed. In some special cases, more than 90 days may be necessary. If a special situation exists, the Plan Administrator will notify the participant and explain the reasons more time is needed. After giving the notice, the Plan Administrator may take up to another 90 days to make the decision. If a claim is denied, the claimant will receive a written explanation of the denial stating: (1) the specific reason or reasons for the denial; (2) reference to the specific Plan provisions on which the denial is based; (3) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (4) a description of the Plan's review procedures and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following a denial on review. Upon a denial of a claim, the claimant may use the Plan rules summarized below for appealing denied claims.

A claimant or his representative may, within 60 days of receipt of the denial of a claim, appeal the denial and request a review of pertinent documents or submit issues and comments to the Trustees by filing written notice of the appeal, request for documents, or comments. The Trustees will conduct the review and decide on the appeal within 60 days after the request for review is made, or at the next regular meeting of the Trustees, whichever is later. In special cases, more time may be needed to make the decision on review. If the Trustees notify the participant that there will be a delay and explain the reasons for needing more time, the Trustees may have an additional 60 days to decide. The decision rendered by the Trustees shall be in writing; it shall be clear and understandable; and it shall state: (1) the specific reason or reasons for the denial; (2) reference to the specific Plan provisions on which the denial is based; (3) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and (4) a statement of the claimant's right to bring an action under section 502(a) of ERISA. The Trustees retain full discretion and authority to interpret and apply the provisions of the Plan. Benefits are payable under the Plan only if the Trustees decide they are due.

QDRO

The amount of benefits to which you are entitled may be affected by a Qualified Domestic Relations Order (QDRO). See page 7 for further details.

ADDITIONAL INFORMATION

Assignment of Benefits

Any benefits payable to you, your surviving Spouse or Beneficiary may not be sold, transferred, assigned, pledged or attached. The only exception to this provision is a Qualified Domestic Relations Order.

Social Security and Plan Benefits

The benefits you receive from this Pension Plan are in addition to any benefits you may receive from Social Security or any other retirement plan.

Mental or Physical Inability to Accept Payment

In the event that either you or your surviving Spouse become mentally or physically unable to accept benefit payments, the Trustees may pay such to the legal representative of the person entitled to benefits. If there is no legal representative, benefits will be paid to the person or persons who, in the judgment of the Trustees, has been providing for the care, maintenance and support of the payee.

Legal Process

The Board of Trustees is the Plan's agent for service of legal process. Any legal documents should be served at the following address:

Board of Trustees
International Brotherhood of Electrical Workers
Local Union No. 725
Supplemental Pension Trust
9045 East 59th Street
Indianapolis, Indiana 46216-1030

Plan Termination

The Trustees intend to continue the Plan indefinitely. However, the Trustees do reserve the right to amend the Plan or to terminate the Plan if at any time conditions warrant. All Account Balances would become non-forfeitable at that time, subject to payment of reasonable expenses for terminating the Plan.

This Pension Plan is not insured through the Pension Benefit Guaranty Corporation.

Merger of the Plan

In the event of merger or consolidation of this Plan with another retirement plan, each Participant's benefit immediately after the merger or consolidation will be equal to or greater than the benefit he would have been entitled to receive immediately before the merger or consolidation.

Collective Bargaining Agreement

This Plan is maintained pursuant to a collective bargaining agreement(s) between the International Brotherhood of Electrical Workers Local Union No. 725 and the National Electrical Contractor's Association.

Plan Administrator

The Board of Trustees is responsible for the overall administration of the Fund; however, the Trustees may hire other people to perform the necessary administrative functions of the Plan, render advice, and make investment decisions for them. Contributions to the Plan, and earnings thereon, are accumulated and held in trust for the benefit of Participants and Beneficiaries.

Fiduciary Information

Name of Plan:

International Brotherhood of Electrical Workers
Local Union No. 725 Supplemental Pension Trust

Plan Sponsor:

Board of Trustees
International Brotherhood of Electrical Workers
Local Union No. 725 Supplemental Pension Trust

Administration Office:

HealthSCOPE Benefits, Inc.
P. O. Box 50440
Indianapolis, Indiana 46250-0440
(317) 554-9000
(800) 950-6789

Third party record keeper:

Mercer HR Services, LLC

The Employer Identification Number assigned to this Plan by the Internal Revenue Service is 35-1860603. The Plan Number assigned is 001.

This Pension Plan is a Defined Contribution Plan, jointly administered by an equal number of Union and Employer Trustees. HealthSCOPE Benefits, Inc. is the Contract Administrator. All

Employer Contributions are made to the Fund in accordance with the current collective bargaining agreement or other written agreements between your Local Union and the contributing Employers. You may learn whether or not a particular employer is a participating Employer in this Plan by writing the Administration Office. All collective bargaining agreements are available for inspection at the Administration Office, or you may request a copy of the same. A reasonable charge for the copies may be imposed.

The Plan Year for benefits is June 1st through May 31st. The fiscal year of the Fund ends May 31st.

The Trustees of this Pension Plan are:

Employer Trustees

Jeff Reinoehl
Lytle Electric Company
202 N. Jefferson
P. O. Box 32
Robinson, IL 62454

Edward Uppole
NECA Central Indiana Chapter
8900 Keystone Crossing,
Suite 100
Indianapolis, IN 46240

Steve Butwin
Sycamore Engineering
1010 Chestnut St.
Terre Haute, IN 47808-1056

Union Trustees

R. Todd Thacker
IBEW Local Union No. 725
5675 E. Hulman Drive
Terre Haute, IN 47803-9752

Brent McCoy
IBEW Local Union No. 725
5675 E. Hulman Drive
Terre Haute, IN 47803-9752

Paul Rupska
IBEW Local Union No. 725
5675 E. Hulman Drive
Terre Haute, IN 47803-9752

Statement of Rights Under ERISA

As a participant in the International Brotherhood of Electrical Workers Local Union No. 725 Supplemental Pension Trust, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

- a. Examine, without charge, at the Plan Administrator's office and at other specified locations, all plan documents, including insurance contracts and copies of 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.

- b. Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The administrator may make a reasonable charge for the copies.
- c. Receive a summary of the plan's annual financial report (Form 5500). The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- d. Obtain a statement telling you whether you have a right to receive a pension at your normal retirement age, 65, and if so, what your benefits would be at normal retirement age if you stop working under the plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once a year. The plan must provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, 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.

If your claim for a pension benefit is denied in whole or in part you must receive a written explanation of the reason for the denial. You have the right to have the Plan Administrator review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials 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 reason beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for exercising 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.

If you have any questions about this statement or about your rights under ERISA, 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 publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.