IBEW LOCAL No. 9 and LINE CLEARANCE CONTRACTORS 401(k) RETIREMENT PLAN

Summary Plan Description

January 2024

Important Note

This booklet is called a Summary Plan Description ("SPD") and is intended to provide a brief description of the Plan's features; further details of the Plan are contained in the Plan document. If there is a difference between this booklet and the Plan (available from both the IBEW Local 9 Union Office and the Fund Office), the Plan will govern. The information provided on taxes is general in nature and may not apply to your personal circumstances. You should consult a tax advisor for more information.

Nota IMPORTANTE

Este folleto contiene un resumen en inglés de sus derechos y beneficios disponibles bajo IBEW Local No. 9 y Line Clearance Contractors 401(k) Retirement Plan. Si tiene dificultades para entender cualquier parte de este folleto, comuníquese con la Oficina Sindical No 9 de IBEW o el administrador del plan, TIC International, 6525 Centurion Drive, Lansing, MI 48917, (877) 423-9155 y solicite un traductor de español. El horario de oficina es de 6:30 a.m. a 4:30 p.m. TC de lunes a viernes.

TABLE OF CONTENTS

IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan

PLAN HIGHLIGHTS

The following information contains highlights of the IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan. Please read the entire Summary Plan Description ("SPD") for details regarding your rights and benefits under the Plan.

Joining the Plan
You will become a participant in the IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan (the "Plan") on the first day that your employer is required to contribute to the Plan on your behalf.

Employer Contributions
Your employer makes contributions to your individual Account in the Plan based on the terms of the Collective Bargaining Agreement (CBA) with the Union, or such other written agreement with the Trustees.

Employee 401(k) Contributions
You may also make pre-tax 401(k) contributions to the Plan. This will allow your Account to grow quicker and allow you to defer income tax.

Rollover Contributions to the Plan
You may elect to have benefits earned under another retirement plan (including a 401(k) plan, a 403(b) plan, or a 457 plan), rollover IRA, or traditional IRA transferred or rolled into your individual Rollover Account in this Plan.

Your Account Information
John Hancock Retirement Plan Services provides online records for your individual Account in the Plan. You can contact John Hancock Retirement Plan Services by calling (833)-38-UNION or visiting ,www.myplan.johnhancock.com.

Vesting
You are always 100% vested in your 401(k) Account and your Rollover Account, including any earnings on these Accounts.

You will become 100% vested in your Employer Profit Sharing Account after you have completed 501 hours of service during one plan year, also defined as one Year of Service.

Distributions From Your Account
The Plan allows only limited withdrawals from your Employer and 401(k) Accounts prior to retirement. But you can withdraw your Rollover Account at any time. Taxes may be due on these withdrawals.

Retirement
When you retire or otherwise cease covered employment, you can leave your Account in the Plan and elect to have all, or a portion, of your Account paid to you as a distribution at any time. You can also transfer all or a portion of your Account to an Individual Retirement Account (IRA) or to another eligible retirement plan.

Obtaining More Information
The Fund Office is managed for the Trustees by TIC International. They are located at 6525 Centurion Drive, Lansing, MI 48917. If you have any questions about the Plan you can write or call TIC at (877) 423-9155. You can also contact the IBEW Local No. 9 Union Hall.

IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan

INTRODUCTION

The International Brotherhood of Electrical Workers Local Union No. 9 & Line Clearance Contractors Pension Plan was established on July 1, 1972, as a money purchase pension plan, and has been amended and restated from time to time since that date. The Plan was converted to a profit-sharing plan, with a 401(k) feature, and renamed the IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan on July 1, 1999.

The purpose of the Plan is to help you accumulate assets that you and your spouse will need for retirement. Employer contributions will be made to the Plan each month under the terms of the Collective Bargaining Agreement or other written agreement with the Board of Trustees (the "Trustees").

You can also contribute individually to the Plan with 401(k) contributions on a pre-tax basis. Saving for retirement in the Plan has the potential of growing faster than saving outside the Plan because the contributions and any earnings on your Account are not subject to income taxes until you take a distribution from the Plan.

This SPD describes the Plan as amended effective January 1, 2024 . Please read it carefully so that you will understand how the Plan may benefit you, and how certain limitations and exclusions may apply to you. If you wish to obtain additional information about the Plan, you may contact the Fund Office or Union Office.

Fund Office
The Fund Office is managed for the Trustees by a third party administrator, TIC International Corporation. You, your beneficiaries, and/or your legal representatives may examine the documents that govern the Plan during regular business hours by contacting or visiting the Fund Office, located at:

TIC International Corporation
6525 Centurion Drive
Lansing, MI 48917-9275
(877) 423-9155

LIMITATIONS OF THIS DESCRIPTION

This description summarizes the main provisions of the Plan, but it is not the complete plan document and does not describe every provision of the Plan. The written terms in the plan and trust documents will always govern the operation of the Plan. Participants and beneficiaries should not rely upon any oral description of the Plan; only the Trustees or the appropriate representative of the Fund Office have the authority to provide information regarding the Plan. In case of any conflict between the provisions of the Plan and this SPD, the provisions of the Plan will control.

IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan

HOW DOES THE PLAN WORK?

Employer contributions are deposited monthly to your individual Account in the Plan based upon the number of hours you have worked and the terms of the Collective Bargaining Agreement (CBA). These Employer contributions will be credited to your Employer Profit Sharing (PS) Account when received by the Fund Office; generally 30 days after the end of each work month. In addition, you may choose to make pre-tax 401(k) contributions to the Plan. These 401(k) contributions are submitted to the Fund Office along with the Employer contributions and deposited to your individual 401(k) Account in the Plan.

Your elective 401(k) contributions are an important part of saving for retirement. Many financial advisors suggest that you contribute at least 6% of your wages to a 401(k) Account, but you can start with as little as $0.50 per hour; some of which you will get back in tax savings. Please see the 401(k) Savings Highlights on page 7 for more information on starting your 401(k) contributions.

The contributions for all Participants in the Plan are held in a trust fund that is administered by the Trustees. Earnings, gains and losses, and expenses for the trust fund are generally allocated to eligible Participant Accounts at the end of each business day the New York Stock Exchange is open ("NYSE Business Day"). Your individual Account may also be charged an administrative fee each quarter to offset expenses of the Plan. The value of your individual Account at the end of the day prior to distribution is the only amount that is eligible to be paid under the distribution options in the Plan.

You may have heard or read that the Pension Benefit Guaranty Corporation (PBGC) guarantees certain benefits in defined benefit pension plans; however, this plan is a defined contribution plan and the benefits provided by a defined contribution plan are not guaranteed by the PBGC.

John Hancock

To help you manage your Account, the Trustees have contracted with John Hancock Retirement Plan Services ("John Hancock") to make many features of the Plan available to you 24 hours a day, seven days a week, through an automated telephone system at (833)-38-UNIONand through internet access at www.myplan.johnhancock.com. The automated telephone system also allows you to speak with a Participant Service Representative between the hours of 7:00 am and 9:00 pm Central Time (CT) on any NYSE Business Day.

This telephone and internet services allow you to obtain information about your Account and request Account statements. You can contact John Hancock or the Fund Office if you have any questions about these services.

IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan

IMPORTANT DEFINITIONS

Account means your individual bookkeeping account or accounts maintained under the Plan to hold the following contributions and associated net investment earnings: 1) Employer Money Purchase Pension (MPP) contributions (prior to 7/1/99), 2) Employer Profit-Sharing (PS) contributions (after 6/30/99), 3) pre-tax 401(k) contributions, and 4) rollover contributions.

Covered Employment means employment with an Employer for which a contribution is required to be made under the terms of a Collective Bargaining Agreement with the Union or other written agreement with the Trustees.

Compensation means straight time wages, overtime wages, and non-exempt bonus payments received for work in the IBEW Local 9 jurisdiction with an Employer required to make contributions on your behalf. Federal tax law limits the amount of compensation that may be taken into account for Plan purposes. For 2024, the limit is $340,000. This limit will be periodically adjusted by the Internal Revenue Service (“IRS”).

Disability means your “total and permanent” inability, as a result of a physical or mental condition while employed by an Employer, to engage in any gainful occupation, as determined by the Trustees, based upon appropriate medical advice and examination.

Employer means an employer who participates in the Plan pursuant to the terms of a Collective Bargaining Agreement with the Union or other written agreement with the Trustees. You may obtain a list of participating employers, or determine if a particular employer participates in the Plan, by contacting the Fund Office.

Hour of Service means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for an Employer. This includes most paid non-working hours such as vacation, sick days, etc. An hour of service is important for measuring the service required for certain benefits, such as 501 hours of service for vesting your Employer PS Account and more than 500 hours of service required to avoid a one-year break in service.

Normal Retirement Date means the date on which you reach age fifty-five (55).

Participant means an employee of an Employer who is eligible to participate under the provisions of the Plan and any former employee of an Employer who has an Account balance under the Plan.

Plan means the IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan.

Plan Year means the period in which administrative and financial records of the Plan are maintained. The Plan Year is the 12-month period beginning July 1 and ending June 30.

Trustees mean the Plan's Board of Trustees, the members of which are appointed by the Union and the Employers to administer the Plan.

Union means Local Union No. 9, International Brotherhood of Electrical Workers ("IBEW Local No. 9") and such other local unions accepted for participation by the Trustees.

PARTICIPATION IN THE PLAN

To be eligible for participation in the Plan, you must first be an Employee of an Employer who performs work within the jurisdiction of IBEW Local No. 9, and second, your Employer must be a party to the Trust Agreement for the Plan, and to either a Collective Bargaining Agreement with IBEW Local No. 9 or a participation agreement with the Trustees, which requires the employer to make contributions to the Plan. You must also perform work in the bargaining unit of employees covered by the applicable Collective Bargaining Agreement between IBEW Local No. 9 and your Employer.

You will then become a participant in the Plan after completing just one (1) Hour of Service for an Employer.

Suspension or Termination of Participation

If your employment terminates after you have become a participant, and you incur a one-year break in service, your participation in the Plan will be suspended until you complete one hour of service following the one-year break in service and your return to employment.

Breaks in Service

A one-year break in service occurs when an employee has earned no more than 501 hours of service during a Plan Year. In certain cases, the time period of your absence due to military service, pregnancy, childbirth, or adoption, may be credited and provide enough additional hours of service to avoid a one-year break in service for the plan year. You should check with the Fund Office for more information if you have a break in service. Five (or more) consecutive one-year breaks in service are important because that is when you may forfeit any non-vested benefits.

IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan

CONTRIBUTIONS TO THE PLAN

Employer Contributions
Each Employer employing you during the Plan Year will make contributions to the Plan on your behalf in an amount determined under the applicable Collective Bargaining Agreement or other written agreement between the Trustees and the Employer. You should contact the Fund Office if you have any questions concerning the calculation of any Employer contributions made on your behalf.

Regular 401(k) Contributions
You may choose to contribute some of your wages to the Plan ( ) instead of having those wages paid directly to you.
However, your total regular pre-tax 401(k) contributions cannot exceed $23,000 for the calendar year ending December 31, 2024, with cost of living adjustments thereafter as determined by the Internal Revenue Service (IRS). This election must be made in accordance with rules established by the Trustees.

You will not be required to pay any federal, state or local income taxes on these amounts until they are distributed to you from the Plan. However, social security taxes will be deducted from these amounts just as they would be from your regular compensation. Your 401(k) contributions are always 100% vested.

Catch-up 401(k) Contributions
If you will be at least age 50 by the last day of the calendar year, you may also make a "catch-up" 401(k) contribution in addition to the regular 401(k) contributions discussed above; both catch-up and regular 401(k) contributions are deducted pre-tax, which means they will not be included in your taxable income, until distributed from the Plan. The maximum catch-up 401(k) contribution for the calendar year 2024 is $8,000 (adjusted thereafter by the IRS). Therefore, if you are age 50 or older you may contribute a maximum of $31,000 in the 2024 calendar year (adjusted thereafter by the IRS).

Rollover Contributions
You may elect to have certain benefits earned under another qualified plan, a 403(b) plan, or a governmental 457 plan transferred or rolled over to your Account under this Plan. In general, you may also roll over funds held in a conduit IRA (an IRA that consists solely of amounts rolled over from an eligible retirement plan) or a traditional IRA, excluding any after-tax (or non-deductible) contributions. You should contact the Fund Office if you are interested in making a rollover contribution.

Note: *The Plan does not permit after-tax employee contributions. Also, the Plan cannot accept a rollover that consists of employee after-tax contributions or Roth after-tax contributions.*

Effect on Other Benefits
401(k) contributions to the Plan will not affect other salary-related benefits, such as health, life, or disability benefits. Also contributions to this Plan will not change the amount of your Social Security benefits or the Social Security taxes that are withheld from your pay.

401(k) SAVINGS HIGHLIGHTS

Your 401(k) Contributions to the Plan
You may contribute to the Plan (pre-tax: before federal and state income taxes) up to the maximum permitted by the regulations that govern the Plan. To begin or change your 401(k) contributions, please request a 401(k) Election Form from your General Foreman, the Fund Office, or the Union Office. Complete the form and submit a copy to your Employer or mail it to the Fund Office. You can stop your 401(k) contributions at any time.

Retirement Savings Potential
Your 401(k) contributions to the Plan are made on a pre-tax basis, which means that you will not pay federal or state income taxes on your contributions when they are made to the Plan. However, FICA and Medicare taxes associated with your 401(k) contributions will be deducted from your pay.

In the example below, saving $48 per week in the Plan, reduces your wages by only $41 per week, because you defer income taxes by $360 per year.

	Traditional Savings	401(k) Plan
Annual Pay	$40,000	$40,000
401(k) Savings	0	-2,400
Income Tax	-6,000	-5,640
SSA Tax	-3,060	-3,060
Net Pay	$30,940	$28,900
Regular Savings	-2,400	0
Spendable Income	$28,540	$28,900
Tax Advantage		**$360/yr**

This example assumes that you are in a 15% tax bracket. Income taxes will be assessed when you receive a distribution from the Plan.

Compensation
Generally, your annual compensation for determining the rate of your 401(k) contribution, if any, and the allocation of an Employer's contributions will be based on all compensation paid to you during the Plan Year by an Employer, including overtime payments and bonuses, recorded on your form W-2 as income. It excludes all contributions by an Employer to the Plan or to any other retirement or deferred compensation plan maintained by an Employer.

MILITARY SERVICE

Uniformed (Military) Service
If you leave employment for certain periods due to qualified uniformed service and return to Covered Employment, you will be credited with vesting service, Employer contributions, and other benefits to the extent required under the Uniformed Services Employment and Reemployment Rights Act of 1994.

You will be credited with the hours of service for each week of uniformed service that is equal to the hours of service you would have worked had you remained continuously employed. If it is not reasonably certain how many hours you would have worked, you will be credited with the average weekly hours of service you completed during the one-year period (or shorter period if you had not been employed for a full year) immediately preceding the period of uniformed service.

Timely Return to Work Following Uniformed Service
To receive Employer contributions (or be able to make up 401(k) contributions) for the period of your uniformed service, you must make yourself available for work on a timely basis. As a general guideline, the following time frames apply:

Length of Military Service Was	You Must Return to Work
Less than 31 days	The next workday (with an 8-hour rest period)
31 days to 180 days	Within 14 days of discharge
181 days to 5 years	Within 90 days of discharge

Please notify the Fund Office as soon as you know that you will be entering any type of uniformed military service (including the National Guard and Reserves), and as soon as you complete your service. If you cannot meet the foregoing return to work guidelines due to your convalescence from a service-related injury or disability, you must be given a reasonable amount of additional time to return to work, consistent with applicable law.

In the case of your death while performing qualified military service your beneficiaries shall be entitled to any additional benefits provided under the Plan as if the Participant had resumed employment and then terminated employment on account of death.

Right to Make Up 401(k) Contributions
Upon returning from uniformed service, you are also allowed to make up any 401(k) contributions you would have been permitted to make had you been actively employed. Your Employer must allow you to make up such contributions over a period equal to 3 times the length of your uniformed service, up to a maximum of 5 years. The total amount you will be able to contribute will be subject to the IRS limitations discussed on page 6.

VESTING AND ACCOUNT OWNERSHIP

Vesting refers to the ownership of the assets in your Accounts. You are always 100% vested (you have complete ownership) in your 401(k) contributions, your rollover contributions and any Employer money purchase pension contributions prior to July 1, 1999 (adjusted for investment gains and losses).

However, to become vested in your Employer Profit-Sharing contributions you must first complete one Year of Service, which generally means completing at least 501 hours of credited work (i.e., service) in one Plan Year, as summarized in the table below:

Years of Service	Vested Percentage
Less than 1 year	0%
1 year and longer	100%

You may also become 100% vested, regardless of your service, at your Normal Retirement Date, if you become totally and permanently disabled while still working for an Employer, upon your death, or if the Plan is terminated. If you are 100% vested, all contributions credited to your Account, adjusted for investment gains, losses, forfeitures, and administrative expenses are eligible for distribution.

Forfeitures

If you terminate your employment before you have worked 501 hours in any one Plan Year for any reason other than having reached Normal Retirement Age, death, or total and permanent disability, and if the Plan has not been terminated, then your vested percentage is 0%. Your Employer Account will be permanently forfeited, after you have incurred five consecutive one-year breaks in service, and the balance will be used to offset plan expenses, restore previous forfeitures, or reallocated among the other Participants remaining in the Plan.

Qualified Domestic Relations Order (QDRO)

In general, your Account cannot be attached or paid to creditors or to anyone other than yourself. However, under federal law, the Plan must obey a Qualified Domestic Relations Order or QDRO, which is a court approved property settlement that satisfies certain requirements under ERISA. A QDRO may require that all or a portion of your Account be paid to your spouse, former spouse, child or other dependent (“Alternate Payee”).

The Fund Office, in accordance with procedures set forth by law, will determine whether any domestic relations order is “qualified” and will inform you upon receipt of any such domestic relations order affecting you. You may obtain a copy of the Plan’s QDRO Procedures, without charge, from the Fund Office. Please note that a fee will be charged to your Account for the review of any domestic relations order relating to your Account. This fee will be shared equally between you and the Alternate Payee.

Overpayment or Erroneous Payment

If you or your beneficiary receives an overpayment or an erroneous payment from the Plan, your retirement benefits will be reduced by the amount of any such payment to the extent that such overpayment or erroneous payment has not been repaid to the Plan. The Trustees reserve the right to recover the overpayment or erroneous payment, by legal action if necessary.

INVESTMENT OF YOUR ACCOUNT

Plan Assets

All the money contributed to the Plan goes into a trust fund administered by the Trustees and held primarily by John Hancock Trust Company, LLC, with banking services provided by Union National Bank. The assets of the Plan are not commingled with the funds of the Union or the funds of any of the Employers. Once in the Trust Fund, the money is used exclusively to provide benefits for Participants and Beneficiaries, and to cover the expenses of the Plan. If an Employer fails to make a required contribution to the Plan, the Trustees will pursue collection of the required contributions.

The money in your Account is invested with all Participants in a diversified portfolio of investments that are intended to provide the opportunity for current income and long-term capital growth. The Plan seeks to achieve these objectives by investing in stocks, bonds, and equity interests in real estate, and other assets. You can obtain a detailed summary of these investments by contacting the Fund Office or John Hancock, and requesting the Investment Summary.

Your Account is generally valued by John Hancock at the end of each NYSE Business Day. You can determine the value of your Account through John Hancock's automated telephone system at (833) 38-UNIONand through internet access at www.myplan.johnhancock.com.

DISTRIBUTION OF BENEFITS

Qualifying Events

You (or your beneficiaries) are eligible to receive your vested Account balance when you separate from service due to one of the following Qualifying Events:

1. Reaching the Plan's Normal Retirement Age of 55;
2. Your death;
3. Your total and permanent disability; or
4. Initially leaving the trade, which means not working as a tree trimmer for any employer signatory to an agreement within the jurisdiction of IBEW Local Union No. 9, and not having contributions made on your behalf for at least three (3) consecutive months.

If you initially leave the trade, receive a distribution, and again become employed by a contributing Employer, you will need to wait six (6) months with no contributions before becoming eligible for a distribution as part of this second period of employment. You are eligible for only one distribution event under this six month condition. For all subsequent periods of employment, you will become eligible for a distribution only under qualifying events #1, #2, and #3 above.

Time of Distribution
After you have satisfied one of the Qualifying Events (explained above) you will receive your vested Account balance, valued on the day prior to distribution, as soon as administratively feasible after submitting the required application forms, as described on pages 14 and 15. The Fund Office may require additional time and documentation if a judgement of divorce has been entered. If distributions are made before age 59½, you may be subject to an additional 10% penalty tax; certain exceptions may apply (please see Tax Withholding below). Minimum distribution must begin no later than April 1 of the year following the calendar year in which you attain age 73 (or 75, effective in 2033), unless you are still working.

NOTE: *You can keep your Account in the Plan after you become eligible for a distribution and submit a request for distribution when you need it.*

Form of Distributions
The normal form of distribution from the Plan is an annuity purchased by the Plan in the amount of your Account balance and payable over your life or the life of you and your spouse. The optional forms of payment include: 1) a total lump-sum distribution, 2) a partial lump-sum distribution, and 3) periodic installments. If you are married and you wish to receive an optional form of payment, you must first obtain your spouse's written and notarized consent.

However, if your Account balance, excluding the portion attributable to rollover contributions and earnings/losses thereon, does not exceed $5,000, it will automatically be paid as a lump-sum.

Tax Withholding
The money you withdraw in a lump-sum or partial lump-sum will be subject to mandatory 20% federal income tax withholding, unless it is directed to your personal IRA or another qualified plan. The money you withdraw in installments may also be subject to mandatory 20% federal income tax withholding, or may be subject to other withholding rules, depending on the installment period. Regardless of the amount withheld, you are individually responsible for paying any applicable federal, state, local, or foreign taxes on a distribution.

You may incur a 10% penalty tax in addition to your federal income tax on certain distributions made to you before age 59½. There are several exceptions to this rule; for example, the penalty generally will not apply for this Plan if you retire or cease Covered Employment in the calendar year in which you turn at least age 55, or if you receive installments over your life expectancy (or joint life expectancy). You should consult your tax advisor to discuss your personal tax situation before requesting a distribution from the Plan.

Annuity Distributions
Generally, if you do not choose to receive your benefit in an optional form, the Plan requires that you receive an annuity form of distribution. If you are married at the time of your benefit commencement date, and you do not elect otherwise, you will be paid a joint and 75% survivor annuity. With the consent of your spouse, you may also select a joint and 50% survivor annuity or a joint and 100% survivor annuity.

Under a joint and survivor annuity, if your spouse survives you, she or he will receive monthly payments equal to the percentage of your payments you select. For example, if a Participant with a joint and 75% survivor annuity received $1,000 per month during his lifetime, his spouse, if she survived him, would receive $750 per month. (The exact amount you will receive in annuity payment will be determined prior to the date distributions began.)

Note: *The consent of your spouse to the election not to receive a joint and survivor annuity must be witnessed by a notary and must be on the form supplied by the Fund Office.*

Distribution of Rollover Contributions
You may request a distribution from the portion of your Account attributable to your rollover contributions (as adjusted for earnings and losses thereon), at any age and even if you are still employed in Covered Employment, subject to rules and procedures as may be established by the Trustees. If you are married, you must obtain your spouse’s written consent when you request a withdrawal from your Rollover Account. Your spouse’s consent must be notarized.

HARDSHIP DISTRIBUTIONS

If you have a 401(k) Account in the Plan, you may apply for a Hardship Distribution. A Hardship Distribution (or hardship withdrawal) is only available if you have a heavy and immediate financial need that cannot be resolved by other means, and you have one of the following financial needs:

1. Purchase of your principal residence;
2. Payment of unreimbursed medical expenses that are tax deductible;
3. Payment of tuition and “related expenses” (as defined under federal law) for the next 12 months of post-secondary education (for example, college, graduate school and/or equivalent courses) for you or certain family members;
4. Payment to prevent eviction from your principal residence or foreclosure on the mortgage of your principal residence;
5. Payment of funeral or burial expenses for certain family members; or

6. Payment to repair damage to your principal residence; or

7. Other immediate and heavy financial need as determine by the Trustees based on all the relevant facts and circumstances and as approved by the Trustees, provided the need cannot be relieved from other resources that are reasonably available to you.

If you are married, you must obtain your spouse's written consent when you apply for a Hardship Distribution; your spouse's consent must be notarized on the form supplied by the Fund Office. The portion of your Account that is subject to a Qualified Domestic Relations Order or QDRO is not available for a Hardship Distribution.

You may only withdraw the amount of your documented need from your accumulated pre-tax 401(k) contributions, and beginning January 1, 2019 your entire 401(k) Account balance, including accumulated investment earnings. You may elect to increase the amount withdrawn to cover any applicable tax withholding on the withdrawal. A Hardship Distribution fee may be deducted from your Account upon approval of each hardship request.

In reviewing your request for a Hardship Distribution, consideration will be given to the nature of your financial need, the documentation you provide and whether you have exhausted all other financial resources available to you, including all other distribution options available under the Plan. In other words, you will have to prove a financial hardship and that you have no other funds immediately available to meet that hardship.

If you took a Hardship Distribution prior to January 1, 2019, you were required to suspend making pre-tax 401(k) contributions to the Plan for a period of six (6) months from the date of the distribution. As of January 1, 2019, the suspension of 401(k) contributions has been eliminated.

If you are under age 59½, an additional 10% penalty tax may apply, so you should request a Hardship Distribution only as a last resort. You may ask the Fund Office to reflect the total federal income tax in the distribution. You may request a Hardship Distribution by contacting the Fund Office; however, you should consult with your tax advisor before making this request.

BENEFICIARY DESIGNATIONS

You may choose anyone to be your beneficiary under the Plan, by filing a Beneficiary Designation Form with the Fund Office. However, under federal law, if you are married and wish to name someone other than your spouse as your beneficiary, you may do so only with your spouse's written and notarized consent. Your designation will not be considered valid until you have signed and dated the designation form and it has been received by the Fund Office prior to the date of your death. If you do not make such a designation, your vested accrued benefits will be distributed in the following order of priority to the deceased Participant's: (a) spouse; (b) lineal descendants; (c) parents; or (d) estate.

If you are married, your spouse must consent in writing (on the form provided by the Fund Office) to not be your sole beneficiary. If the procedure established by the Plan is not followed, your spouse could remain your beneficiary, even though you have named a different beneficiary.

If you designate your spouse as your primary beneficiary and subsequently divorce, your designation will become invalid upon written notification to the Fund Office of your divorce. Likewise, if you are unmarried, designate a beneficiary, and later become married, the pre-marital designation becomes invalid. For more information on designating a beneficiary, please contact the Fund Office.

APPLICATION FOR BENEFITS

The Trustees retain the exclusive right to decide all claims and appeals, in their sole and absolute discretion. Benefits under this Plan will be paid only if the Trustees decide that the applicant is entitled to the applicable benefits. Any exercise by the Trustees of their discretionary authority with respect to construction and interpretation of the Plan and Trust Agreement or eligibility for benefits shall be final and binding on all parties to the decision.

Applying for Benefits (Benefit Claim Procedures)
Please contact the Fund Office if you wish to file an application for benefits. Your application must be completed in writing on a form approved by the Trustees and returned to the Fund Office. The Fund Office and Trustees will review the application and related information. Additional information will be required if you are subject to a judgment of divorce or domestic relations order.

Unless special circumstances exist, the Trustees will process your application for benefits within 90 days after the application is filed. Within that 90-day period you should receive either a notice of the decision, or a notice that 1) explains the special circumstances that are causing the delay, and 2) sets a date, no later than 180 days after the Trustees received your application, by which the Trustees expect to render their decision.

Denial of Benefits
If the Trustees partially or wholly deny your application for benefits with respect to your eligibility for, or amount of, your benefits, you (or your beneficiaries, dependents, or authorized representatives) will receive a written notice that will include:

- The specific reason or reasons for the denial;
- The specific references to pertinent Plan provisions on which the denial is based;
- A description of any additional material or information necessary to perfect the claim, and an explanation of why such information is necessary;

- A statement that you may request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim; and
- Information regarding what steps you should take if you want to submit a request for appeal, including a statement about your right to bring a civil action under section 502(a) of ERISA if the claim is denied on review.

Administrative Review and Appeals Process
If you disagree with a denial of benefits or the amount of your benefits, you or your duly authorized representative may file a written appeal of the denial with the Trustees no later than 60 days after you receive the notice that your claim has been partially or wholly denied. You may include any issues, comments, statements or documents that you wish to provide with your written appeal. You or your duly authorized representative may review all pertinent Plan documents relating to your application when preparing your request.

The Trustees will meet quarterly to issue a final decision on an appeal received since the prior meeting. Any appeal filed within the 30-day period before a meeting will generally be decided at the next following quarterly meeting. If the Trustees are unable to process your appeal, you will receive a notice explaining the reasons for the delay. The extension notice will 1) explain the special circumstances (such as the need for a hearing) which are causing the delay, and 2) set a date by which the Trustees expect to render their final decision.

If you do not receive a notice within the time periods described above, you may assume that your appeal has been denied on review. The Trustees' decision shall be binding upon all parties. If your appeal is denied on review, the Trustees' final written decision will set forth:

- The specific reason or reasons for the denial;
- The specific references to the Plan provisions upon which the denial is based;
- A statement that you may request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim; and
- A statement regarding your right to bring a civil action under section 502(a) of ERISA.

Exhausting Administrative Review
If you do not file a claim for benefits, follow the Plan's claim procedure, or appeal in a timely manner, you will give up legal rights, including your right to file suit in federal court, because you have not exhausted the Plan's administrative review procedures. In the event you have submitted a claim in accordance with the Plan's procedures and the claim has been denied upon review, no lawsuit or other action against the Plan or its Trustees may be filed after three years from the date of the notice to you advising of the determination on your claim for benefits.

IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan

IDENTIFYING DATA

Tax ID Number: 36-6519755

DOL Plan Number: 002

Type of Plan
This is a defined contribution plan known as a 401(k) profit-sharing plan.

Type of Administration
The Plan is administered by the Board of Trustees. You may contact the Trustees at the following addresses:

Agent for Service
The name and address of the agent who the Trustees have appointed for service of legal process is:

TIC International Corporation
6525 Centurion Drive
Lansing, MI 48917-9275
(877) 423-9155

(In addition, service of legal process may be made upon any Trustee, whose names and addresses are listed above.)

IBEW Local No. 9 and Line Clearance Contractors 401(k) Retirement Plan

YOUR ERISA RIGHTS AND INFORMATION

As a Participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Fund Office and Union Office all documents governing the Plan, including insurance contracts, 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.

- Obtain, upon written request to the Fund Office, copies of documents governing the operation of the Plan, including insurance contracts, Collective Bargaining Agreements, the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Fund Office may make a reasonable charge for the copies.

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

- Obtain a statement telling you (a) the amounts credited to your Account under the Plan and (b) what your benefits would be under the Plan if you stop working as of that statement date. This statement is not required to be given more than once every twelve (12) months. The Trustees 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 Plan. The people who operate the Plan, called "fiduciaries," have a duty to do so prudently and in the interest of all 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 retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a Plan 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 the Plan's claims procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, and if you have exhausted the Plan's claims procedures, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack of a decision concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If you believe that Plan fiduciaries have misused the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees (for example, if it finds your claim is frivolous).

Assistance With Your Questions

If you have any questions about the Plan, you should contact the Fund Office. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Trustees or the Fund Office, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration. In addition, you may find answers to your questions and a list of EBSA field officers on the EBSA website at www.dol.gov/ebsa.

AMENDMENT AND TERMINATION

The Trustees expect to continue the Plan indefinitely, but reserve the right to terminate the Plan or to amend it at any time. The Trustees also reserve the right to suspend contributions if it is determined that continuation of contributions is impossible or inadvisable. If the Plan is terminated, or if the Employer contributions to the Plan are permanently discontinued, all Participants will become 100% vested in their Accounts.